COPY

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

Regular Meeting--Wednesday, December 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

Absent -- Aldermen Medrano, O'Connor.

Call To Order.

On Wednesday, December 13, 1995 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Quorum present.

Invocation.

Reverend Emmett J. Gavin, Vice Chancellor of the Archdiocese of Chicago, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- TRIBUTE TO LATE MR. MICHAEL BRUTON.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 Michael Bruton.

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, Michael Bruton, president of the Chicago Federation of Labor and longtime labor activist departed this life on November 12, 1995, at the age of fifty-nine; and

WHEREAS, Mr. Bruton dedicated his adult life to advancing the cause of working men and women, who are the strength of our community and our nation, in their struggle for safety, respect and dignity; and

WHEREAS, Michael Bruton entered the labor movement at the age of nineteen, when he joined Local 134 of the International Brotherhood of Electrical Workers, and he remained a member of Local 134 for the rest of his life; and

WHEREAS, Mr. Bruton won the affection and trust of his fellow union members, who elected him vice president of the local in 1980, a position he held until 1987; and

WHEREAS, Mr. Bruton was appointed assistant to the president of the Chicago Federation of Labor in 1986 and was elected its secretary-treasurer in 1987; and

WHEREAS, On May 3, 1994, Mr. Bruton became president of the Chicago Federation of Labor, holding that office until his death; and

WHEREAS, In an era when protectionist sentiments often turn into animosity against those newly arrived in this country, Mr. Bruton was ever aware of the historic contributions made by immigrant workers to the economic and social development of this nation; and

WHEREAS, Mr. Bruton highlighted his personal commitment to the diversity of the labor movement and of Chicago by scheduling the 1995 Labor Day Parade in the Little Village community, which has historically been a port of entry for immigrant workers; and

WHEREAS, Mr. Bruton was also instrumental in assuring timely completion of the work necessary for the 1996 Democratic National Convention in Chicago, by reaching an agreement with the City of Chicago that prevents strikes during the preparations in exchange for recognition of union workers' rights to convention-related employment; and

WHEREAS, Mr. Bruton did not limit his concern for others to the labor sector. He was also an active supporter and board member of many charities, including Catholic Charities and United Way; and

WHEREAS, Mr. Bruton's counsel and judgment were also sought in matters affecting the economic development of the city; he served on the Board of Governors of the Metropolitan Planning Council, as a member of the Chicago Convention and Tourism Bureau, and as a member of the board of the Metropolitan Pier and Exposition Authority; and

WHEREAS, Mr. Bruton was also dedicated to the cause of workers' safety, and his death due to an industrial disease, asbestos-related cancer, is a sad reminder of the continuing need for greater vigilance and advocacy for protection of the health and safety of all working men and women; and

WHEREAS, Sustained by his faith in God, by the love of his family, and by his confidence in his cause, Mr. Bruton was a tireless champion of the rights of workers, seeking respect for the dignity of their labor and appropriate recognition of the value of their labor through just compensation and the protection of workers' health and safety. All Chicagoans owe him a debt of gratitude for his years of effort to improve the lives of all; and

WHEREAS, Mr. Bruton is survived by his wife, Marilyn; his sons, Michael, Timothy and Thomas; his daughters, Susan Cerabona, Marybeth Carroll, Nancy Herbster, Sharon, Denise and Karen; three brothers; three sisters; and twelve grandchildren; 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 December, 1995, do hereby honor Michael Bruton for his efforts to improve the lives of all working people and for his many contributions to the vitality of Chicago; and

Be It Further Resolved, That we share the sorrow of the Bruton family, and extend our heartfelt condolences on their loss; and

Be It Further Resolved, That we join the working men and women of Chicago in mourning the loss of this great friend and advocate; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Michael Bruton and to the Chicago Federation of Labor as a sign of our sympathy and good wishes.

On motion of Alderman Burke, seconded by Aldermen Natarus 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 offer the prayers of his own family and the condolences of the people of Chicago to the family of Mr. Michael Bruton. Declaring Mr. Bruton representative of all that is positive in Chicago, Mayor Daley spoke of Mr. Bruton's unwavering commitment to his family, his church and to the labor movement. Mr. Bruton also demonstrated a peerless commitment to the City of Chicago, the Mayor continued, and reflected upon his service with the Metropolitan Pier and Exposition Authority, the Chicago Convention and Tourism Bureau, the Metropolitan Planning Council, United Way and Catholic Charities. In his commitment and service to others, Mr. Michael Bruton realized what most strive for, the Mayor stated, and his passing will be mourned by all working people.

Rules Suspended -- CONGRATULATIONS EXTENDED TO NORTHWESTERN UNIVERSITY WILDCATS ON WINNING BIG TEN CONFERENCE FOOTBALL CHAMPIONSHIP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 1995.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution congratulating the Wildcats of Northwestern University for winning the football championship of the Big Ten Conference.

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, When founded in 1850, Northwestern University was the first, and for some years the only, institution of higher education to serve the City of Chicago; and

WHEREAS, The development of Northwestern as a world-class research university paralleled the development of Chicago as a world-class city; and

WHEREAS, Northwestern is committed to the pursuit of athletic competitiveness without compromising academic excellence; and

WHEREAS, On January 1, 1996, the Northwestern University Wildcats will be competing in the Rose Bowl Tournament in Pasadena, California, for the first time in forty-seven years; and

WHEREAS, The Wildcats became the Big Ten champs by beating Purdue 23 -- 8 in their last regular season game; and

WHEREAS, They claimed sole possession of the Big Ten title and a berth in the Rose Bowl on November 25, 1995, when Ohio State lost to Michigan; and

WHEREAS, The Wildcats have appeared in only one bowl game, winning the 1949 Rose Bowl; and

WHEREAS, Northwestern has won only five previous Big Ten championships, sharing titles in 1903, 1926, 1930 and 1931 and winning outright in 1936; and

WHEREAS, To the amazement of college football fans and the delight of their own fans, the Wildcats finished this season with an 8-0 conference record and an overall record of 10-1, after twenty-three consecutive losing seasons; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby congratulate the Northwestern University Wildcats on their outstanding season, their first Big Ten title in fifty-nine years and their first Rose Bowl bid in forty-seven years; and

Be It Further Resolved, That suitable copies of this resolution be presented to the coaches and players of the Northwestern University Wildcats as tokens of our esteem and admiration.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to offer his personal congratulations to, and express his respect and admiration for, Northwestern University. Lauding the University's commitment to excellence in education, Mayor Daley noted that its football team not only forged a championship season but did so in a manner that reflected the commitment and quality of the institution. On behalf of the City Council, the Mayor then extended congratulations to the President, Board of Trustees, professors, students and alumni of Northwestern University on the success of its Rose Bowl season. Mayor Daley then noted the presence of Northwestern University President Henry S. Bienen in the visitor's gallery and requested that he rise, whereupon he was applauded by the members of the City Council and its guests.

Rules Suspended -- CONGRATULATIONS EXTENDED TO MOTHER MC AULEY WOMEN'S VOLLEYBALL TEAM ON WINNING ILLINOIS HIGH SCHOOL ASSOCIATION CLASS AA VOLLEYBALL CHAMPIONSHIP.

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

The following is said proposed resolution:

WHEREAS, On Saturday, November 11, 1995, the Mother McAuley women's volleyball team won the Class AA state volleyball title; and

WHEREAS, On that day, the "Mighty Macs" defeated the Crystal Lake South "Gators" for a record-breaking tenth Illinois High School Association volleyball championship; and

WHEREAS, This was Mother McAuley's record-breaking fifteenth appearance downstate and seventh consecutive appearance; and

WHEREAS, This victory represents the end of a remarkable season, with a record of forty-two wins and only one loss; and

WHEREAS, Coach Nancy Pedersen and the members of the team have dedicated themselves to the pursuit of excellence by working tirelessly to sharpen their abilities, talents and skills; and

WHEREAS, Mother McAuley continues to reign at the top of Illinois volleyball programs; and

WHEREAS, In addition to the "Mighty Macs" performance on the state level, they have been rated No. 1 in the nation by the final High School U S A Today/Mizuno National Poll; and

WHEREAS, The women of Mother McAuley represent the finest in education and sportsmanship in all their endeavors; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, assembled this thirteenth day of December, 1995, do hereby extend their heartfelt congratulations to Coach Nancy Pedersen and the women of the Mother McAuley volleyball team on their hard work and dedication that has placed them at the pinnacle of women's volleyball across the City of Chicago, the state and the nation; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Coach Nancy Pedersen and the women of the Mother McAuley volleyball champions.

On motion of Alderman Rugai, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to offer his personal congratulations to the members and coaches of the Mother McAuley "Mighty Macs" volleyball team on winning the Illinois High School Association's Class AA state titie. Mayor Daley then noted the presence of the "Mighty Macs" players and coaches in the visitors gallery and requested they rise, whereupon they were applauded by the members of the City Council and its guests.

Rules Suspended -- CONGRATULATIONS EXTENDED TO CHICAGO MAIN POST OFFICE AND DISTRICT MANAGER/POSTMASTER RUFUS F. PORTER FOR NEEDY FAMILY PROGRAM.

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

The following is said proposed resolution:

WHEREAS, The nation will celebrate Christmas, December 25, 1995; and

WHEREAS, Innumerable families remain indigent and economically deprived for the duration of the entire holiday season; and

WHEREAS, For the past thirty years, the United States Postal Service has, by way of its correspondence program, been able to help provide for thousands of needy families on an annual basis; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the entire Chicago City Council hereby congratulate the Chicago Main Post Office and its District Manager/Postmaster Rufus F. Porter, for its Needy Family Program.

On motion of Alderman Evans, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- AMENDMENT OF TITLE 3, CHAPTER 41, SECTION 030 OF MUNICIPAL CODE OF CHICAGO BY DEFINING CHICAGO GAS USE TAX RATE.

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

December 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance to amend Section 3-41-030 of the Municipal Code of Chicago, defining the rate of the Chicago Gas Use Tax.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF PLAN AMENDMENT NUMBER 2 TO STOCKYARDS SOUTHWEST QUADRANT INDUSTRIAL REDEVELOPMENT AREA TAX INCREMENT ALLOCATION FINANCE PROGRAM REDEVELOPMENT PLAN AND 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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 Plan Amendment No. 2 to the Stockyards Southwest Quadrant Industrial Redevelopment Area Tax Increment Allocation Finance Program Redevelopment Plan and Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CITY PARTICIPATION IN INDUSTRIAL RETENTION AND EXPANSION LOAN AND COMMUNITY DEVELOPMENT FLOAT LOAN TO CONTINENTAL GLASS CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 City participation of $490,000 in a total $1,000,000 Industrial Retention and Expansion Loan and a $1,000,000 Community Development Float Loan to Continental Glass Corporation, to finance the acquisition of a building at 4311 West Belmont Avenue, the purchase of equipment and related costs and rehabilitation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH CHICAGO SCHOOL REFORM BOARD OF TRUSTEES FOR CONTINUED OPERATION OF SCHOOL PATROL UNIT.

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

December 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing execution of an intergovernmental agreement between the City of Chicago and the Chicago School Reform Board of Trustees for continued operation of the School Patrol Unit.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF PASS-THROUGH AGREEMENT FOR REIMBURSEMENT OF CHICAGO TRANSIT AUTHORITY FOR WORK PERFORMED ON MONTROSE/RAVENSWOOD PARK-N-RIDE IMPROVEMENT AND CHICAGO/STATE AND GRAND/STATE SUBWAY STATION REHABILITATIONS.

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

December 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 execution of a pass-through agreement between the City and the C.T.A. to reimburse the C.T.A. for work its personnel will perform on the City's Montrose/ Ravenswood Park-N-Ride improvement and the Chicago/State and Grand/ State subway station rehabilitations.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT WITHIN VICINITY OF WEST 49TH STREET AND SOUTH ST. LAWRENCE AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 three ordinances relating to the establishment of a tax increment financing district in the vicinity of West 49th Street and South St. Lawrence Avenue.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AMENDMENT TO CARGO BUILDING SITE LEASE WITH UNITED PARCEL SERVICE.

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

December 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 execution of an amendment to the Cargo Building Site Lease dated as of February 2, 1989 between the City of Chicago and United Parcel Service.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR IMPOSITION OF SANCTIONS FOR FAILURE TO ADHERE TO CHILD SUPPORT ENFORCEMENT JUDGEMENTS.

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

December 13, 1995.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance imposing sanctions with respect to persons who do not adhere to child support enforcement judgements.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXTENSION OF CITY'S LANDFILL MORATORIUM UNTIL FEBRUARY 1, 1997.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of the Environment, I transmit herewith an ordinance extending the City's landfill moratorium until February 1, 1997.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DELEGATION OF LEASING AUTHORITY TO COMMISSIONER OF DEPARTMENT OF HOUSING CONCERNING CITY-OWNED SENIOR CITIZEN HOUSING FACILITY LOCATED WITHIN NORTH PARK VILLAGE.

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

December 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 delegating to the Commissioner leasing authority over a City-owned seniors housing building located within North Park Village.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE AND REDEVELOPMENT OF PARCELS R7 -- R10 WITHIN MOHAWK-NORTH REDEVELOPMENT AREA TO MCL/ASD, L.L.C.

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

December 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 Parcels R7 -- R10 within the Mohawk-North Redevelopment Area to MCL/ASD, L.L.C. (a joint venture between MCL construction corporation and Allison S. Davis).

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF DISPOSITION PARCEL R60 WITHIN NORTH KENWOOD-OAKLAND CONSERVATION AREA TO RAYMOND DEVELOPMENT CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 of Disposition Parcel R60 in the North Kenwood-Oakland Conservation Area to Raymond Development Corporation for $15,887.30.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR VARIOUS CITY FESTIVALS AND EXECUTION OF RELATED CONTRACTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Mayor's Office of Special Events, I transmit herewith an ordinance authorizing various City festivals, and authorizing the execution of certain related contracts.

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 -- DOCUMENTS CONCERNING SALE OF CITY OF CHICAGO, CHICAGO MIDWAY AIRPORT VARIABLE RATE DEMAND SPECIAL FACILITY REVENUE BONDS (AMERICAN TRANS AIR, INC. PROJECT) SERIES 1995.

A communication from Ms. Barbara A. Lumpkin, City Comptroller, concerning the Notification of Sale Certificate, along with copies of the Trust Indenture, the Special Facility Financing Agreement, the Final Placement Memorandum, the Placement Agreement and the Reimbursement Agreement, pursuant to an ordinance authorizing the issuance of the City of Chicago, Chicago Midway Airport Special Facility Revenue Bonds (American Trans Air, Inc. Project) Series 1995, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE CERTIFICATE AUTHORIZING ISSUANCE OF CITY OF CHICAGO GENERAL OBLIGATION BONDS, PROJECT AND REFUNDING SERIES 1995.

A communication from Mr. Walter K. Knorr, Chief Financial Officer, City of Chicago, concerning the Notification of Sale Certificate pursuant to an ordinance authorizing the issuance of City of Chicago, General Obligation Bonds, Project and Refunding Series 1995, which was *Placed on File*.

Placed On File -- NOTIFICATIONS OF EXECUTION AND APPROVAL OF VARIOUS CITY/STATE INFRASTRUCTURE PROJECTS.

Communications from Mr. William T. Sunley, P. E., Engineer of Local Roads and Streets, Illinois Department of Transportation, concerning the notifications of execution and approval of various city/state infrastructure projects, which were *Placed on File*.

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

Communications from Mr. Duane P. Carlson, P.E., District Engineer, under date of November 17, 1995, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on December 21, 1994 (involving expenditures of Motor Fuel Tax funds) which were *Placed on File*, as follows:

Amendment of ordinance by increasing allocation of Motor Fuel Tax funds to provide for repairs to curbs and gutters in improved streets, county and state highways, during year 1995; and

Amendment of ordinance by increasing allocation of Motor Fuel Tax funds as fulfillment of local contribution required under agreement with County of Cook and Chicago Transit Authority for year 1995.

Placed On File -- OATH OF OFFICE.

The oath of office of Mr. Roger E. McMahon as a trustee of the Laborer's Retirement Board, 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 November 15, 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 December 13, 1995 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on November 15, 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:

Argo Bancorp, Inc. -- to classify as a B5-3 General Service District instead of a B3-3 General Retail District the area shown on Map No. 1-H bounded by:

the public alley next north of and parallel to West Madison Street; a line 107.79 feet east of and parallel to North Leavitt Street; West Madison Street; and North Leavitt Street.

Mr. Thomas Arthur -- 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:

a line 96 feet north of the alley next north of West North Avenue; the alley next east of North Hermitage Avenue; the alley next north of West North Avenue; and North Hermitage Avenue.

Mr. Barry Ash of Ash, Anos, Freedman and Logan -- to classify as an R4 General Residence District instead of an M3-4 Heavy Manufacturing District the area shown on Map No. 3-G bounded by:

a point 77.70 feet north of West Fry Street and 152.5 feet west of North Sangamon Street; a line from a point 77.70 feet north of West Fry Street and 152.5 feet west of North Sangamon Street, to a point 16.50 feet north of West Fry Street and 75 feet west of North Sangamon Street; a line 75 feet west of North Sangamon Street; West Fry Street; and a line 152.5 feet west of North Sangamon Street.

Mr. Krzysztof Burtan -- to classify as a C1-1 Restricted Commercial District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 7-K bounded by:

a line 75 feet north of and parallel to West Barry Avenue; North Kildare Avenue; West Barry Avenue; and North Lowell Avenue.

Catholic Bishop of Chicago -- to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 18-C bounded by:

a line 149.39 feet north of East 79th Street; South Chappel Avenue; East 79th Street; and a line 82.01 feet west of South Chappel Avenue.

Mr. Daniel Chiu, in care of Mr. John Pikarski, Jr. -- to classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 15-N bounded by:

North Northwest Highway; a line 120.05 feet, perpendicular to North Northwest Highway, commencing at a point 620.83 feet northwest of the southwest corner of North Nagle Avenue and North Northwest Highway; the Chicago and Northwest Railway right-of-way; a line 120.05 feet, perpendicular to North Northwest Highway, commencing at a point 770.83 feet northwest of the southwest corner of North Nagle Avenue; and North Northwest Highway.

Mr. Wayne Cihak -- to classify as an M2-2 General Manufacturing District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by:

West Bloomingdale Avenue; North Milwaukee Avenue; North Leavitt Street; and North Winnebago Avenue.

The Clare Group, Ltd. -- to classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by:

West Caton Street; North Milwaukee Avenue; West Concord Place; the northwesterly right-of-way line of the Chicago Transit Authority elevated structure; a line 101.0 feet north of West Concord Place; and a line 61.12 feet west of the intersection of West Caton Street and North Milwaukee Avenue, as measured at the south right-of-way line of West Caton Street and perpendicular thereto.

FWK Development Corporation -- to classify as an R5 General Residence District instead of a C2-4 General Commercial District and an M2-4 General Manufacturing District the area shown on Map No. 4-F bounded by:

a line 303.40 feet north of West 19th Street; the alley next west of and parallel to South State Street; West 19th Street; South Federal Street; a line 125 feet north of West 19th Street; a line 68.08 feet west of South Federal Street; a line 150.32 feet north of West 19th Street; South Federal Street; a line 301.48 feet north of West 19th Street; and South Dearborn Street.

FWK Development Corporation -- to classify as an R5 General Residence District instead of an M2-4 General Manufacturing District the area shown on Map No. 4-F bounded by:

West 19th Street; South Federal Street; South Archer Avenue; West Cullerton Street; and South Clark Street.

Mr. Luis Gallardo -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 7-N bounded by:

a line 37 feet north of and parallel to West Wrightwood Avenue; North New England Avenue; West Wrightwood Avenue; and the public alley next west of and parallel to North New England Avenue.

Mr. Benito Galvan -- to classify as a B1-2 Local Retail District instead of an R4 General Residence District the area shown on Map No. 3-G bounded by:

a line 24.7 feet north of West Walton Street; North Noble Street; West Walton Street; and the alley next west of and parallel to North Noble Street.

Mr. Guy Delson Geleerd, Jr. and Mr. Richard Wallace -- to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-H bounded by:

a line 48.05 feet north of West Moffat Street; North Hoyne Avenue; West Moffat Street; and the alley next west of and parallel to North Hoyne Avenue.

Mr. Leo Thompson, doing business as Leo's Towing -- to classify as a C2-1 General Commercial District instead of a C1-1 Restricted Commercial District the area shown on Map No. 14-F bounded by:

a line 119 feet north of West 59th Street; a line 127 feet east of South Wentworth Avenue; West 59th Street; and South Wentworth Avenue.

Mr. Jesus Lopez, in care of Mr. John J. Pikarski, Jr. -- to classify as a C1-1 Restricted Commercial District instead of a B2-1 Restricted Retail District the area shown on Map No. 14-I bounded by:

the alley next north of West 63rd Street; a line 58.16 feet east of and parallel to South Richmond Street; West 63rd Street; and South Richmond Street.

MELK Development/MCL, Scott Sedgwick L.P. -- to classify as an R4 General Residence District instead of M1-2 and M1-3 Restricted Manufacturing Districts and to further classify as a Residential Planned Development instead of an R4 General Residence District the area shown on Map No. 3-F bounded by:

West Goethe Street; a line 868.42 feet east of North Sedgwick Street; West Scott Street; a line 465 feet west of North Wells Street; West Division Street; a line 624.14 feet west of North Wells Street; a line 151.40 feet north of West Division Street; a line 634.70 feet west of North Wells Street; West Scott Street; and the westerly right-of-way line of the Chicago Transit Authority elevated structure.

Michael and Rosemary Moreno -- to classify as a B5-2 General Service District instead of an R4 General Residence District the area shown on Map No. 6-J bounded by:

a line 132 feet north of West 26th Street; the alley next east of and parallel to South Ridgeway Avenue; and a line 107 feet north of West 26th Street.

Mr. Jud Reidy -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 8-G bounded by:

West 36th Street; the alley next east of and parallel to South Morgan Street; a line 52 feet south of and parallel to West 36th Street; and South Morgan Street.

Mr. Kazimierz Rybaltowski, 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. 9-N bounded by:

West Cornelia Avenue; North Neenah Avenue; a line 58.58 feet south of and parallel to West Cornelia Avenue; and the alley next west of North Neenah Avenue.

Mr. Morton Skolnik -- to classify as a B5-2 General Service District instead of Planned Manufacturing District No. 1 the area shown on Map No. 5-G bounded by:

a line 418.70 feet north of West Willow Street; North Marcey Street; West Willow Street; a line 30.0 feet east of North Kingsbury Street; a line from a point 30.0 feet east of North Kingsbury Street and 265.0 feet north of West Willow Street, to a point 100.0 feet west of North Marcey Street and 408.43 feet north of West Willow Street; and a line 100 feet west of North Marcey Street;

and to further classify as Business Planned Development No. 514 instead of a B5-2 General Service District and Business Planned Development No. 514 the area shown on Map No. 5-G bounded by:

a line 418.70 feet north of West Willow Street; North Marcey Street; West Willow Street; a line 30.0 feet east of North Kingsbury Street; a line from a point 30.0 feet east of North Kingsbury Street and 265.0 feet north of West Willow Street, to a point 100.0 feet west of North Marcey Street and 408.43 feet north of West Willow Street; a line 100 feet west of North Marcey Street; West Willow Street; North Marcey Street; North Sheffield Avenue; West North Avenue; and North Kingsbury Street.

Smith Park, Inc. -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 1-I bounded by:

West Ohio Street; the public alley next east of and parallel to North Campbell Avenue; a line 141 feet south of and parallel to West Ohio Street; and North Campbell Avenue.

St. Francis Hospital of Evanston -- to classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 15-I bounded by:

a line 168.95 feet north of and parallel to the public alley next north of West Peterson Avenue; the west line of the public alley east of and

parallel to North Albany Avenue; the north line of the public alley north of and parallel to West Peterson Avenue; and the east line of North Albany Avenue to the point of beginning.

South Loop Developers, Inc. -- to classify as a Residential Planned Development instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 4-E bounded by:

a line 150 feet south of and parallel to the south line of East 16th Street; the west line of South Indiana Avenue; a line 387 feet south of and parallel to the south line of East 16th Street; and the east line of the public alley next west of and parallel to South Indiana Street to the point of beginning.

Mr. Ozzie Wallace -- to classify as an M1-2 Restricted Manufacturing District instead of a B4-2 Restricted Service District the area shown on Map No. 20-B bounded by:

the alley next north of and parallel to East 83rd Street; a line 96 feet east of South Colfax Avenue; East 83rd Street; and South Colfax Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Abington Georgia R., Adams Oswaldo, Aetna Casualty Insurance Company and Will Thomas, Ahmed Elelaish E., Alazawy Tarik K., Alexander Nina A., Allstate Insurance Company (5) Philip Delia, Lloyd Goulbourne, Elmira Harvey, Lillie Jackson and Edward Washington, American Ambassador Casualty Company (2) Johnny N. Kagau and Johnnie R. Slatton, American Family Insurance Group and Victor K. Hoffman, Ameritech of Illinois, Amica Mutual Insurance and Amy L. Shaffer, Andrews David W., Arellan Jorge F., Ash Genivieve;

Bagel George F., Berryhill Josephine, Bielecki John D., Blashill Wendy M., Burton Jewell E., Byrnes James B., Byrski Leana M.;

Cardinal Karen F., Carroll Colleen M., Casey Charles E., Casper Cartage, Inc., Cheshier Michael, Commercial Union Insurance Companies and

William C. Barnard, Connelly Roger G., Constitutional Casualty Company and Gregory Groeper, Corrigan Keri K., Cuartero Leoncio C.;

Daniel Willie L., Daniels Theresa A., Davis Jeffrey A., Dawson Charles, Demereckis Joseph F., Denton Jimmy, Devereux Patrick, Diaz Barbara, Dillard Cynthia D., Dissette Suzanne, Doggett David J., Doyal Daniel D., Dye Ronald;

Echt Jeffrey D., Edmonds Charles N., Eilers Lisa S., Elgin Dairy Foods, Inc., Ellis Sarah L.;

Fairplay Foods, Feldstein Marc S., Fine Renee, Fiore Michelle M., Fisher Marilyn E., Flanagan Joyce R., Forte David V.;

Gardner Betty J., Gardley James, Jr., Gary Ann M., Gill Douglas L., Gilroy Sean P., Gipson Rebecca, Godbold Donald T. J., Gordon Bruce G., Gordon Myrel A., Graham Percy M., Gwozdz Robert J.;

Hagan Richard B., Hamasaki Janice M., Harris Lessie, Henderson Monclair D., Henry Transportation, Inc., Hesselink Judson B., Hickmon Clarissa L., Hubbert Michael C.;

Independent Mutual Fire Insurance Company (2) Alice Brown and Clementine Davenport;

Jackson Lacarlos M., Jacob John, Jefferson Mary E., Jeffree Mark A., Jendras Mary V., Johnson Mayfield, Jones Tracy;

Kelly Mayme C., Klesse Charlotte L., Knight Beverly J., Knox Deborah, Kornbleuth Michelle L., Kosicki George, Kunz Anna M., Kuo David T.W., Kurn Chris P.;

Lamb Marilyn Y., Lato Frank A., Leak Marquita D., Lengyel Richard P., Lockhart Virgie L., Lococo Anthony M., Ly Xuong T.;

Mackowiak Katarzyna, Madia Janice S., Mahone David B., Majors Wayne D., Manning-Evans Mary E., Marzillo Glen, Mazzoni Fred J., McCullough Khrusharon V., Meisels Henry I., Mercandetti Michael, Metoyer Ewing, Miller Candice, Minarcik Glenn S., Montero Eduardo, Montes Coralee, Moor Peter H., Moushi George P., Mulzoff Julie L., Munds Robert W.;

Nabors Demaris A., Namirowsli Lynn M., Ness Mary L.;

O'Brien Kevin R., O'Connor Richard J., Odom Lula, Omeziri Cyril M., Omowale Modibo, Opic Alexandra;

Pac Candace M., Patrianakos Dimitrios T., Peoples Gas Light and Coke Company (21), Pfeiffer Marlene A., Photopulos George, Piller Gerhard and

Diana, Popadynec Gene, Pre-Fab Transit Company, Providence Washington Insurance Company and J.D. Essie McClendon, Pyrek Ed;

Reese Hubart R., Reyes Aida L., Riordan John P., Rivera Luis M., Robinson Cassandra, Robinson Staci L., Rodriguez-Gerger Milady, Rogina Matthew G.;

Sabella Laura K., Samuels Andrew B., Schreiber Miriam, Shapiro David C., Shead Frida L., Shramuk Susan L., Simpson Judith A., Smith Christopher J., Sparkman Kirsten E., State Farm Insurance Company (10) Timothy C. Blackmun, Peter Chung, Cynthia Curry, Janice M. Hamasaki, Michael Jones, Lori Metsa, Giang T. Ngo, Francisca G. Suazo, Sun Hing Food Co., Inc. and Chan F. Yu, Steta Boris, Styrczula Janina;

Tannehill Martin J., Thompson William G., Tonsul Conrad T., Tribolet James R., Turner Melody L.;

Vance Gloria J., Vassallo Joseph R., Vega-Ottman Graciela I., Vickas Alex, Vonderheide Michelle L.;

Wade Ladyanna, Wagner Wenceslaw J., Walker Glen A., Walker Ida M., Williams Mae H., Wolodko Lilianna;

Yarber Daryl E., Yost Stephen R. II;

Zahrobsky Gwen R..

Referred -- AMENDMENT OF TITLE 13, CHAPTER 64, SECTIONS 260 AND 270 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF CLASS B INSTITUTIONAL UNITS TO THOSE BUILDINGS FOR WHICH CARBON MONOXIDE DETECTORS ARE REQUIRED.

An ordinance introduced by The Honorable James J. Laski, City Clerk, amending Title 13, Chapter 64, Sections 260 and 270 of the Municipal Code of Chicago by adding Class B Institutional Units to those buildings for which carbon monoxide detectors are required, which was *Referred to the Committee on Buildings.*

Referred -- TERMINATION AND RELEASE OF CITY'S RIGHTS AND INTEREST CONTAINED IN DECLARATION OF COVENANT FILED BY AMERICAN NATIONAL BANK AND TRUST COMPANY AFFECTING PROPERTY AT WEST OHIO STREET AND NORTH ORLEANS STREET.

A communication from Mr. Graham C. Grady, transmitting an ordinance requesting the termination and release of the City's rights and interest contained in the Declaration of Covenant filed by the American National Bank and Trust Company, as Trustee, under Trust Number 64475, executed on March 26, 1992, affecting the property located on the southwest corner of West Ohio Street and North Orleans Street, which was *Referred to the Committee on Housing and Real Estate.*

Referred -- CITY COUNCIL URGED TO TAKE VARIOUS ACTIONS REGARDING PROPOSED RELOCATION OF CHICAGO BEARS FOOTBALL TEAM.

A communication from Mr. Patrick Quinn transmitting an ordinance requesting a ban on state use of federal funds as a means of attracting sports franchises to a particular area, urging the City Council to convene a public hearing on the proposed relocation of the Chicago Bears football team, and giving consideraction to the placement of a referendum on the upcoming election ballot which would disallow the state of Indiana to use federal taxpayer money to prepare a stadium site which would enable such relocation, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR ISSUANCE OF SIGN PERMIT AT 8600 WEST BRYN MAWR AVENUE.

A communication from Alderman Brian Doherty (41st Ward) under date of December 5, 1995, transmitting an order for the issuance of a sign permit at 8600 West Bryn Mawr Avenue, which was *Referred to the Committee on Buildings.*

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF MC GRAW-HILL BUILDING AS CHICAGO LANDMARK.

A communication from Mr. J. F. Boyle, Jr., Commissioner of Landmark Division under date of November 29, 1995, transmitting a recommendation that the McGraw-Hill Building at 520 North Michigan Avenue be designated as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

PROPERTY AT 1414 WEST WILLOW STREET APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, December 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 1414 West Willow Street pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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 manufacturing purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as the "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, Maxi Mix, Inc. (the "Owner") of the property commonly known as 1414 West Willow Street (hereinafter referred to as the "Subject Property"), will undertake a project of re-occupancy and substantial rehabilitation 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; 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 Maxi Mix, Inc. mixes, manufactures and prepares mortar used in construction project for distribution; 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 tax index number for the Subject Property is 14-32-311-004-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property the re-occupancy and substantial rehabilitation 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 re-occupancy and substantial rehabilitation of 1414 West Willow Street; 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 Tax Index Number 14-32-311-004-0000; 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.

AUTHORIZATION FOR EXECUTION OF INDUSTRIAL RETENTION AND EXPANSION LOAN AGREEMENT WITH NBD LAND TRUST NUMBER 4993 -- HP FOR PROPERTY AT 4411 SOUTH KILDARE BOULEVARD.

The Committee on Finance submitted the following report:

CHICAGO, December 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 enter into and execute an Industrial Retention and Expansion Loan Agreement with NBD Land Trust No. 4993 -- HP for the property located at 4411 South Kildare Boulevard at Crawford Industrial Park, in the amount of $350,000, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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's Department of Planning and Development (the "D.P.D.") has as one of its primary purposes the attraction and expansion of economic development activity in the City; and

WHEREAS, The City Council of the City (the "City Council") by an ordinance enacted on July 31, 1990 and published at pages 19067 -- 19090 of the Journal of the Proceedings of the City Council of said date authorized a D.P.D. initiative entitled the Bank Participation Loan Program (the "Program"); and

WHEREAS, The Program requires City Council approval for participations in which the City's share exceeds One Hundred Fifty Thousand Dollars ($150,000); and

WHEREAS, NBD Land Trust No. 4993 -- HP, for benefit of Jerald A. Goldfarb, as beneficiary (the "Borrower") has requested that D.P.D. approve the purchase of a participation interest in an amount not to exceed Three Hundred Fifty Thousand Dollars ($350,000) of a Seven Hundred Thousand Dollars ($700,000) term loan (the "Loan") from NBD Bank pursuant to the terms and conditions and for the purpose set forth on Exhibit A attached hereto and made a part hereof, which will result in the prevention and/or elimination of slums or blight in the City; and

WHEREAS, The Loan Review Committee has approved the request of the Borrower; now, therefore,

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

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

SECTION 2. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, subject to approval of the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts on behalf of the City as shall be necessary or advisable in connection with the implementation of the Loan. The Commissioner is hereby authorized, subject to approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto.

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

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Borrower:	NBD Land Trust No. 4993 -- HP, for benefit of Jerald A. Goldfarb[1], as beneficiary.
Present Address:	In care of Nusbaum & Co., Inc.. 330 East Cermak Road Chicago, Illinois 60616.
Loan Program:	Bank Participation Loan (Industrial Retention and Expansion Loan).

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1 Jerald A. Goldfarb is the sole shareholder and sole director of Nusbaum & Co., Inc., an Illinois corporation which will manufacture rubber products on the Property. The Borrower and Nusbaum & Co., Inc. will enter into a satisfactory lease for the Property for the term of the Loan.

Participating Bank:	NBD Bank.
Total Loan Amount:	$700,000.
City Share:	$350,000 (50%).
Bank Share:	$350,000 (50%).
Term:	Not to exceed 15 years.
City's Interest Rate:	3% per annum, fixed.
Collateral:	First lien on the Property; assignment of rents and leases on the Property; assignment of beneficial interest in the land trust; personal guaranty of Jerald A. Goldfarb; corporate guaranty of Nusbaum & Co., Inc..
Purpose:	To provide financial assistance for the acquisition of an existing 34,500 square foot facility at 4411 South Kildare Boulevard, Chicago, Illinois (the "Property") with such facility to be occupied by Nusbaum & Co., Inc., and used for the manufacture of rubber products.
National Objective:	Prevention and/or elimination of slums or blight.

ESTABLISHMENT OF SPECIAL BENEFITS COMMITTEE TO PROMULGATE ELIGIBILITY STANDARDS FOR ADDITIONAL PAID LEAVE FOR CITY EMPLOYEES ORDERED TO ACTIVE DUTY IN BOSNIA PEACE-KEEPING MISSION.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance establishing the Bosnia Peacekeeping Mission Benefits Committee, which would promulgate eligibility standards for additional paid leave for City employees who are members of the reserve force of the United States or the State of Illinois and who have been ordered to active duty to serve in the Bosnia Peacekeeping Mission, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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 United States has, with the other nations, undertaken troop deployment in and around the former Yugoslavia; and

WHEREAS, City employees who are members of the reserve force of the United States or the State of Illinois have been called to active duty in

connection with the Bosnia peacekeeping mission, which has caused an economic hardship upon such employees and their families; and

WHEREAS, The Bosnia peacekeeping mission is an extraordinary and unique situation; and

WHEREAS, It is the intent of the City Council to provide transitional assistance to such employees and their families while they are adjusting to the changed set of circumstances; now, therefore,

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

SECTION 1. In addition to the paid fourteen calendar day leave of absence provided in Section G(10) of the Regulations Governing the Administration of the Compensation Plan and Employee Benefits for Classified Positions Set Forth in The Annual Appropriation Ordinance and applicable collective bargaining agreements, City employees who are members of the reserve force of the United States or the State of Illinois who have been or are ordered to active duty by appropriate authorities shall be eligible for additional paid leave, as provided herein.

SECTION 2. The chairman of the Committee on Finance, Commissioner of Personnel and the Chief Financial Officer, or their designees, shall constitute the Bosnia Peacekeeping Mission Benefits Committee ("Committee"). The Committee shall promulgate eligibility standards for additional paid leave and length thereof based on criteria including, but not limited to, length of service and job performance, and shall develop procedures for application for such benefits by employees. Paid leave shall be conditioned upon payment of military pay to the Comptroller. The Committee will approve or disapprove such applications based on the application for additional paid leave and the applicant's employment information contained in City records.

SECTION 3. Additional paid leave hereunder shall automatically terminate upon termination of active duty in connection with the Bosnia peacekeeping mission.

SECTION 4. No additional paid leave hereunder shall be payable after December 31, 1996.

SECTION 5. This ordinance shall take effect on January 1, 1996.

AUTHORIZATION FOR EXTENSION OF AGREEMENT WITH UNIVERSITY OF ILLINOIS FOR OPERATION OF MILE SQUARE HEALTH CENTER.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance extending the current agreement between the University of Illinois and the City of Chicago for the operation of Mile Square Health Center for a maximum of six months, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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 municipal corporation existing within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois (the "Constitution"), and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City owns a community health center known as the Mile Square Medical Center (the "Clinic"), and the City possesses the power and authority to enter into agreements for the operation of such Clinic; and

WHEREAS, The City, acting through its Department of Health, and the Board of Trustees of the University of Illinois (the "University") entered into an agreement dated December 10, 1990 (the "Agreement"), wherein the University agreed to operate and provide medical services at the Clinic; and

WHEREAS, The term of the Agreement expires on December 31, 1995, and the City and the University desire to enter into this amendment to the Agreement to provide for a six month extension of the Agreement, under the same terms and conditions; and

WHEREAS, The Board of Trustees of the University has approved the extension of the Agreement for such six months; and

WHEREAS, The City and the University are diligently negotiating for a new agreement for the operation of the Clinic; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor or his proxy is hereby authorized to execute, and the City Clerk to attest, upon the recommendation of the Commissioner of the Department of Health, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, an agreement with the University to amend the Agreement, such amendment to be in substantially the form attached hereto as Exhibit 1.

SECTION 3. The Agreement, as modified by this amendment, is hereby ratified and confirmed.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Amendment.

This amendment is entered into this ____ day of _____, 1995, by and between the City of Chicago, an Illinois municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois ("City"), acting through its Department of Health, and the Board of Trustees of the University of Illinois ("University").

Whereas, The City and the University entered into an agreement dated December 10, 1990, as amended ("Agreement") providing for the operation of the community health center known as Mile Square Health Center ("Mile Square") located at 2045 West Washington Boulevard, Chicago, Illinois; and

Whereas, Pursuant to Article 3, Section 3.01 of the Agreement, the Agreement will terminate on December 31, 1995 ("Termination Date"); and

Whereas, The parties are diligently negotiating a new agreement for the operation of Mile Square and require additional time in which to conclude all negotiations and obtain all necessary approval; and

Whereas, The parties wish to continue to enable the University to operate the health center after the scheduled Termination Date until such time as a new agreement is entered into;

Now, Therefore, In consideration of the mutual covenants contained herein, the City and the University hereby agree to amend the Agreement as follows:

1. The parties hereby agree to the extension of the Agreement for a period of six (6) months through and including June 30, 1996, or until such time as a new agreement for the operation of Mile Square is entered into, whichever occurs first.

2 During the period of the term extension, the parties agree to diligently pursue completion of negotiations for a new agreement.

3. In all other respects the Agreement, as amended, is hereby reaffirmed and ratified.

In Witness Whereof, The City and the University have executed this amendment as of the date first written above.

Recommended

By: _____
Commissioner of Health

City of Chicago

By: _____
Mayor

Approved

By: _____
Comptroller

Approved As To Form And Legality

By: _____
Assistant Corporation Counsel

Board of Trustees of the University of Illinois

By: _____

Its: Comptroller

By: _____

Its: Secretary

Approved As To Form And Legality

By: _____
Associate University Counsel

Subscribed and Sworn to before me

this ____ day of _____, 1990

_____
Notary Public

[Seal]

AUTHORIZATION FOR ISSUANCE OF COLLATERALIZED SINGLE-FAMILY MORTGAGE REVENUE BONDS.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the issuance of Single-Family Mortgage Revenue Bonds, in an amount not to exceed $50,000,000, having had the same 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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, Pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the City of Chicago, Illinois, is a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"); and

WHEREAS, Pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6 of Article VII of the 1970 Constitution of the State of Illinois, the Issuer is authorized to issue its revenue bonds in order to aid in providing an adequate supply of residential housing for low- and moderate-income persons and families within the City of Chicago, Illinois, which constitutes a valid public purpose for the issuance of revenue bonds by the Issuer; and

WHEREAS, The Issuer has now determined that it is necessary, desirable and in the public interest to issue its revenue bonds to provide an adequate supply of residential housing for low- and moderate-income persons and families within the City of Chicago, Illinois (the "Program"); and

WHEREAS, To provide for the Program, the Issuer proposes to issue, sell and deliver its Collateralized Single-Family Mortgage Revenue Bonds, in one or more series, in an aggregate principal amount not to exceed Fifty Million Dollars ($50,000,000) (the "Bonds") to obtain funds to finance the acquisition of mortgage-backed securities (the "G.N.M.A. Securities") of the Government National Mortgage Association ("G.N.M.A."), evidencing a guaranty by G.N.M.A., of timely payment of, the acquisition of mortgage-backed securities (the "F.N.M.A. Securities") of the Federal National Mortgage Association ("F.N.M.A."), evidencing a guaranty by F.N.M.A. of timely payment of, and the acquisition of mortgage-backed securities (the "F.H.L.M.C. Securities") of the Federal Home Loan Mortgage Corporation

("F.H.L.M.C."), evidencing a guaranty by F.H.L.M.C. of the timely payment of, monthly principal of and interest on certain qualified mortgage loans under the Program (the "Mortgage Loans"), all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, Pursuant to the Program, the Issuer has sent Invitations to Participate in the Program (the "Invitations") to various lending institutions, and certain lending institutions (the "Lenders") have made written Offers to Participate in the Program (the "Offers"); and

WHEREAS, It is necessary, desirable and in the public interest in connection with the issuance of the Bonds that the Issuer enter into the Origination and Servicing Agreement dated as of January 1, 1996 (the "Agreement") to be executed and delivered by and among the Issuer, the Trustee referred to below and the Lenders; and

WHEREAS, It is necessary, desirable and in the public interest in connection with the issuance of the Bonds that the Issuer enter into a Trust Indenture dated as of January 1, 1996 (the "Indenture"), from the Issuer to The First National Bank of Chicago, as trustee (the "Trustee"); and

WHEREAS, George K. Baum & Company (the "Purchaser") has submitted to the Issuer, on its own behalf and on behalf of other underwriters, a form of Bond Purchase Agreement (the "Purchase Contract"), setting forth the proposal of the Purchaser to purchase the Bonds; and

WHEREAS, In connection with the offering and sale of the Bonds, a Preliminary Official Statement (the "Preliminary Official Statement") and an Official Statement (the "Official Statement") relating to the Bonds have been or will be prepared for delivery to the Purchaser; and

WHEREAS, The forms of the Agreement, the Indenture, the Purchaser Contract, the Preliminary Official Statement, the Official Statement and the Bonds have been presented to and are before this meeting; and

WHEREAS, Pursuant to a notice published in the *The Chicago Sun-Times* on November 21, 1995, the Finance Committee of the City Council of the Issuer did conduct a public hearing on December 11, 1995, with respect to the plan of finance of the Program through the issuance of the Bonds; now, therefore,

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

SECTION 1. That it is the finding and declaration of the City Council of the Issuer that the issuance of the Bonds is advantageous to the Issuer and therefore serves a valid public purpose; that this authorizing ordinance is adopted pursuant to the Constitution and the laws of the State of Illinois, and more particularly Section 6 of Article VII of the 1970 Constitution of the

State of Illinois; that, by the adoption of this authorizing ordinance, the City Council of the Issuer hereby approves the issuance of the Bonds for the purposes as provided in the preambles hereto, the text hereof and the Notice of Public Hearing which is hereby incorporated herein by reference, which public approval shall satisfy the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended; and that the words and terms as used in this authorizing ordinance shall have the meanings set forth in the Indenture and in the Purchase Contract unless the context clearly indicates another or different meaning or intent.

SECTION 2. That the form, terms and provisions of the proposed Agreement be, and they are hereby, in all respects approved; that the Chief Financial Officer or the City Comptroller of the Issuer be, and is hereby, authorized, empowered and directed to execute, and the City Clerk of the Issuer be, and is hereby, authorized, empowered and directed to attest and to affix the official seal of the Issuer to, the Agreement in the name and on behalf of the Issuer, and thereupon to cause the Agreement to be delivered to the Trustee and the Lenders; that the Agreement is to be in substantially the form presented to and before this meeting and hereby approved or with such changes therein as shall be approved by the officer of the Issuer executing the Agreement, this execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Agreement before this meeting; provided, that the Origination Period and the Delivery Period, as each term is defined in the Agreement, shall not extend beyond May 1, 1999; that from and after the execution and delivery of the Agreement, the officers, officials, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed; and that the Agreement shall constitute and is hereby made a part of this authorizing ordinance and a copy of the Agreement shall be placed in the official records of the Issuer and shall be available for public inspection at the principal office of the Issuer.

SECTION 3. That the form, terms and provisions of the proposed Indenture be, and they are hereby, in all respects approved; that the Chief Financial Officer or the City Comptroller of the Issuer be, and is hereby, authorized, empowered and directed to execute, and the City Clerk of the Issuer be, and is hereby, authorized, empowered and directed to attest and to affix the official seal of the Issuer to, the Indenture in the name and on behalf of the Issuer, and thereupon to cause the Indenture to be delivered to the Trustee, and the Indenture shall constitute a lien for the security of the Bonds issued under the Indenture upon the trust estate described therein; that the Indenture is to be in substantially the form presented to and before this meeting and hereby approved, or with such changes therein as shall be approved by the officer of the Issuer executing the Indenture, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Indenture before this meeting; that from and after the execution and delivery of the Indenture, the officers,

officials, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Indenture as executed; and that the Indenture shall constitute and is hereby made a part of this authorizing ordinance, and a copy of the Indenture shall be placed in the official records of the Issuer, and shall be available for public inspection at the principal office of the Issuer.

SECTION 4. That the Mayor, the Chief Financial Officer and the City Comptroller of the Issuer be, and are hereby, authorized, empowered and directed to cause to be prepared an issue of the Bonds of the Issuer in an aggregate principal amount of not to exceed Fifty Million Dollars ($50,000,000), issuable in one or more series, bearing interest at such rate or rates per annum not to exceed nine percent (9%) per annum, payable on such date or dates, maturing in such amount or amounts and on such date or dates not later than January 1, 2030, subject to redemption prior to maturity, in such form and having the other terms and provisions specified in the Indenture (as executed and delivered), all as shall be determined by the Mayor, the Chief Financial Officer or the City Comptroller of the Issuer to be in the best interests of the Issuer, subject to the terms of this authorizing ordinance; that the officers of the Issuer executing the documents, instruments an certificates authorized and approved by this authorizing ordinance may approve all such changes in such documents, instruments and certificates to conform to the Indenture as executed and delivered, which delegation is deemed proper by the Issuer; that the Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Mayor of the Issuer and attested by the manual or facsimile signature of the City Clerk of the Issuer, and the official seal of the Issuer may be affixed thereto or imprinted thereon, as provided in the Indenture; and that the Mayor, the Chief Financial Officer or the City Comptroller of the Issuer shall cause the Bonds, as so executed, to be delivered to the Trustee for authentication.

SECTION 5. That the respective forms of the Bonds submitted to this meeting, subject to appropriate insertion and revision in order to comply with the provisions of the Indenture be, and the same are hereby, approved, and when the Bonds shall be executed on behalf of the Issuer in the manner contemplated by the Indenture and this authorizing ordinance in an aggregate principal amount of not to exceed Fifty Million Dollars ($50,000,000), they shall represent the approved forms of the Bonds.

SECTION 6. That the Chief Financial Officer or the City Comptroller of the Issuer be, and is hereby, authorized, empowered and directed to issue and sell to the Purchaser the Bonds in an aggregate principal amount of not to exceed Fifty Million Dollars ($50,000,000), at a price not less than ninety-eight percent (98%) of the par amount of the Bonds plus accrued interest, if any; that the form, terms and provisions of the proposed Purchase Contract

be, and they are hereby, in all respects approved; that the Chief Financial Officer or the City Comptroller of the Issuer, with the concurrence of the Chairman of the Committee on Finance of the City Council of the Issuer, be, and is hereby, authorized, empowered and directed to execute and thereupon to cause the Purchase Contract to be delivered to the Purchaser; that the Purchase Contract is to be in substantially the form presented to and before this meeting and hereby approved, or with such changes therein as shall be approved by the officer of the Issuer executing the Purchase Contract, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Purchase Contract before this meeting; that from and after the execution and delivery of the Purchase Contract, the officers, officials, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Contract as executed; and that the Purchase Contract shall constitute and is hereby made a part of this authorizing ordinance, and a copy of the Purchase Contract shall be placed in the official records of the Issuer, and shall be available for public inspection at the principal office of the Issuer.

SECTION 7. That the Chief Financial Officer or the City Comptroller of the Issuer is hereby authorized to cause to be prepared the form or forms of Preliminary Official Statement describing the Bonds; that each Preliminary Official Statement shall be in substantially the form of the disclosure document used in previous sales of bonds pursuant to programs similar to the Program, together with such changes thereto and modifications thereof as shall be approved by the Chief Financial Officer or the City Comptroller of the Issuer; that the distribution of each Preliminary Official Statement to prospective purchasers and use thereof by the Purchaser in connection with the offering of the Bonds are hereby authorized and approved; that the Chief Financial Officer or the City Comptroller of the Issuer is hereby authorized to permit the distribution of a final Official Statement, in substantially the form of each Preliminary Official Statement, with such changes, omissions, insertions and revisions thereto and completions thereof as the Chief Financial Officer or the City Comptroller of the Issuer shall deem advisable; that the Chief Financial Officer or the City Comptroller of the Issuer is hereby authorized to execute and deliver each such final Official Statement to the Purchaser in the name and on behalf of the City, the execution of such final Official Statement to constitute conclusive evidence of the approval of such officer of such changes and completions; that the Chief Financial Officer or the City Comptroller of the Issuer is hereby authorized to cause to be prepared the form or forms of preliminary reoffering documents describing the Bonds upon a remarketing of the Bonds; that each preliminary reoffering document shall be in substantially the form of the disclosure document used in previous sales of bonds pursuant to programs similar to the Program, together with such changes thereto and modifications thereof as shall be approved by the Chief Financial Officer or

the City Comptroller of the Issuer; that the distribution of each preliminary reoffering document to prospective purchasers and the use thereof by the Remarketing Agent (as defined in the Indenture) in connection with the remarketing of the Bonds are hereby authorized and approved; and that the Chief Financial Officer or the City Comptroller of the Issuer is hereby authorized to permit the distribution of final reoffering documents, in substantially the form of each preliminary reoffering document, with such changes, omissions, insertions and revisions thereto and completions thereof as the Chief Financial Officer or the City Comptroller of the Issuer shall deem advisable; and that the Chief Financial Officer or the City Comptroller of the Issuer is hereby authorized to execute and deliver each such final reoffering document to the Remarketing Agent in the name and on behalf of the City, the execution of such final reoffering document to constitute conclusive evidence of the approval of such officer of such changes and completions.

SECTION 8. That the Mayor, the Chief Financial Officer, the City Comptroller, the City Clerk and the proper officers, officials, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Agreement, the Indenture, the Purchase Contract, the Official Statement and the Bonds, as executed, including without limitation the execution and delivery of a Tax Exemption Certificate and Agreement, an undertaking to comply with Rule 15c2-12 of the Securities and Exchange Commission, Notices of Acceptance and Notices of Interest Rates (as contemplated by the Agreement) and to further the purposes and intent of this authorizing ordinance, including the preambles hereto.

SECTION 9. That all acts of the officers, officials, agents and employees of the Issuer heretofore or hereafter taken, which are in conformity with the purposes and intent of this authorizing ordinance and in furtherance of the issuance and sale of the Bonds, and the same hereby are, in all aspects, ratified, confirmed and approved, including without limitation the execution and dissemination of the Invitations and the publication of a Notice of Public Hearing.

SECTION 10. That the appointment of the Lenders under the Agreement, and the appointment of The First National Bank of Chicago, as Trustee, paying agent and bond registrar under the Indenture, are hereby authorized, approved and confirmed.

SECTION 11. That the Issuer hereby allocates volume cap for calendar year 1995 in the amount of Fifty Million Dollars ($50,000,000), which has been or will be carried forward, to the issuance of the Bonds.

SECTION 12. That current and former employees of the Issuer (other than those persons described in the next succeeding sentence) who meet the eligibility requirements of the Program shall not be subject to the restrictions of Section 2-156-110 of the Municipal Code of Chicago, but only as that section pertains to the participation of said employees as mortgagors under the Program; that the following current employees of the Issuer, and the following former employees of the Issuer for a one-year period after termination of his/her employment by the Issuer, shall be subject to the restrictions of Section 2-156-110 of the Municipal Code of Chicago, as that section pertains to the participation of said employees as mortgagors under the Program; any employee who, during his/her tenure of employment by the Issuer: (i) exercises or has exercised any contract management authority with respect to the Program, or (ii) is or was in a position to participate in a decision-making process with respect to the Program, or (iii) gains or has gained confidential information with regard to the Program; and that any current or former employee of the Issuer described in the immediately preceding sentence who, through fraud or misrepresentation, participates as a mortgagor in the Program, shall be subject to legal action by the Issuer to recover any loss suffered by the Issuer as occasioned by such fraud or misrepresentation or any benefit received by such current or former employee as a result of such fraud or misrepresentation; further, that any such current employee of the Issuer shall also, in such circumstances, be subject to termination of his/her employment by the Issuer.

SECTION 13. That after the Bonds are issued, this authorizing ordinance shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, cancelled and discharged.

SECTION 14. That the provisions of this authorizing ordinance are hereby declared to be separable, and if any section, phrase or provision of this authorizing ordinance shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this authorizing ordinance.

SECTION 15. That all ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this authorizing ordinance are, to the extent of such conflict, hereby superseded; and that this authorizing ordinance shall be in full force and effect upon its adoption and approval as provided by law.

Bond Purchase Agreement, Trust Indenture and Origination and Servicing Agreement referred to in this ordinance read as follows:

Bond Purchase Agreement.

$_____

City Of Chicago

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-A

And

$_____

City Of Chicago

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-B.

December ____, 1995

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Ladies and Gentlemen:

The undersigned (collectively, the "Underwriters") offer to enter into this Bond Purchase Agreement on the following terms and conditions with the City of Chicago (the "City"). This offer is made subject to acceptance of this Bond Purchase Agreement by the City on or before 5:00 P.M., Chicago time, on December ____, 1995 and if not so accepted will be subject to withdrawal by the Underwriters:

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth herein, the Underwriters agree jointly and severally, to purchase from the City, and the City agrees to sell to the Underwriters, all (but not less than all) of the $_____ aggregate principal amount of Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-A and $_____ aggregate principal amount of Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-B (collectively, the "Bonds") to be issued

under and pursuant to an ordinance adopted by the City Council of the City on December 13, 1995 (the "Ordinance"). The Bonds shall be dated and shall have the maturities and bear interest at the rate or rates per annum and be payable and subject to redemption prior to maturity all as shown on the schedule of pricing terms attached hereto as (Sub)Exhibit I. The aggregate purchase price of the Bonds shall be $_____, which represents the aggregate principal amount of the Bonds, plus a premium of $_____ and interest accrued on the Bonds of $_____ from December ____, 1995 to the date of the Closing as hereafter defined.

2. The Preliminary Official Statement, including the cover page and all appendices attached thereto, of the City, dated December ____, 1995 (the "Preliminary Official Statement"), as amended to conform to the terms of this Bond Purchase Agreement and with such changes and amendments as have been mutually agreed to by the City and the Underwriters to the date hereof with respect to the Bonds is hereafter called the "Official Statement". In the event the Official Statement has been amended with the approval of the representative (as hereinafter defined) between the date hereof and the date upon which the Bonds are delivered to the Underwriters as provided in Section 6(b) hereof, the term "Official Statement" as used herein shall refer to the Official Statement as so amended. Capitalized terms used but not otherwise defined herein shall have the same meaning given them in the Official Statement, unless the context indicates otherwise. For purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "S.E.C."), the Preliminary Official Statement is "deemed final" by the City as of its date except for the omission of certain information as indicated therein by blanks and certain information set forth therein and referred to therein as preliminary and subject to change.

3. The Underwriters represent and warrant that they have heretofore authorized George K. Baum & Company (the "Representative") to execute any document on behalf of, exercise any authority of, and otherwise to act for, the Underwriters in all matters pertaining to this Bond Purchase Agreement. Each of the Underwriters hereby severally represents to the City that it is registered under the Securities Exchange Act of 1934, as amended, as a municipal securities dealer.

4. The Underwriters agree to make a bona fide public offering of all of the Bonds at the initial offering prices set forth in (Sub)Exhibit I and on the cover page of the Official Statement. Prior to or on the date of Closing (as hereinafter defined), the Representatives shall file, or cause to be filed, the Official Statement with a nationally recognized municipal securities information repository in compliance with the rules of the S.E.C. and the Municipal Securities Rulemaking Board (the "M.S.R.B."). Promptly after the date after which the Underwriters are no longer obligated under

S.E.C. Rule 15c2-12(b)(4) to deliver the Official Statement to potential customers, the Underwriters shall notify the City of such date.

5. The City represents and warrants to the Underwriters as of the date of this Bond Purchase Agreement that:

(a) The City is a municipal corporation and home rule unit of government, organized and existing under the laws of the State. The City is duly authorized to issue the Bonds and to pledge and assign the Securities, the Revenues and other amounts derived from the Securities (including earnings thereon) and the other amounts pledged pursuant to the Indenture as security for the payment of the principal of, redemption premium, if any, and interest on the Bonds, and has complied in all material respects with the Constitution and laws of the State in connection therewith.

(b) The City Council has: (i) duly adopted the Ordinance, which Ordinance remains in full force and effect; (ii) duly authorized the use of the Preliminary Official Statement and the use and execution of the Official Statement in connection with the public offering and sale of the Bonds; (iii) duly authorized and approved the execution and delivery of the Indenture, the Agreement, the Bonds and this Bond Purchase Agreement; (iv) duly authorized and approved the performance by the City of its obligations contained in the Ordinance, the Indenture, the Agreement and this Bond Purchase Agreement and, when executed and delivered, as applicable, each such instrument will constitute valid and legal obligations of the City enforceable in accordance with its terms, except as enforcement may be limited by (A) applicable bankruptcy, insolvency or other laws affecting the rights or remedies of creditors generally of entities similar to the City, and (B) the discretion of courts in granting equitable and similar remedies.

(c) The City has full legal right, power and authority to: (i) enter into this Bond Purchase Agreement; (ii) issue, sell and deliver the Bonds to the Underwriters pursuant to the Indenture and as provided herein; and (iii) carry out and consummate the transactions contemplated by this Bond Purchase Agreement, the Indenture and the Agreement including, without limitation, the pledge by the City of the Securities, the Revenues and other amounts derived from the Securities (including earnings thereon) as specified in the Indenture. The adoption of the Ordinance and compliance with its provisions do not violate in any material way any applicable law or administrative regulation of the State or of any department, division, agency or instrumentality thereof or of the United States, or any applicable judgment or decree to which the City is subject or in any material way conflict with or constitute a breach of or default under any agreement or other instrument to which the City is a party or is otherwise subject.

(d) The City has obtained or will obtain all approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the City of its obligations under this Bond Purchase Agreement, the Indenture, the Agreement and the Bonds which the City could reasonably obtain at or prior to the time of Closing, except, if any, under state blue sky laws.

(e) The Bonds, when issued and delivered in accordance with the Indenture and this Bond Purchase Agreement, will be validly issued and outstanding limited obligations of the City.

(f) The Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that no representation is made with respect to (i) any information contained in or omitted from the Official Statement in reliance upon and in conformity with information furnished to the City by the Underwriters for use therein, (ii) the information contained in the Official Statement under the captions "Rating", "Tax Exemption" and "Underwriting", (iii) information contained in the Official Statement under the caption "The Bonds -- Book-Entry Only System", (iv) any information in or omitted from the Official Statement relating to the Depository Trust Company ("D.T.C."), and (v) any information contained in the Official Statement relating to the Investment Agreement or the Investment Agreement Provider.

(g) Except as disclosed in the Official Statement, no litigation is pending or, to the knowledge of the City, threatened in any court affecting the existence of the City or seeking to restrain or enjoin the issuance, sale and delivery of the Bonds, or contesting or affecting the validity or enforceability of the Bonds, the Indenture, the Agreement, this Bond Purchase Agreement, any other documents executed or delivered by the City in connection with the issuance of the Bonds, or contesting or calling into question the completeness or accuracy of the Official Statement.

(h) The City has not taken, or failed to take, and will not take or fail to take, any action, which action or failure would adversely affect the exclusion from federal income taxation of the interest on the Bonds under the Internal Revenue Code of 1986, as amended.

6. The City covenants and agrees with the Underwriters that:

(a) The City will make available such information, execute such instruments and take such other action in cooperation with the Representatives as the Representatives may reasonably request to qualify the Bonds for offer and sale under the blue sky or other

securities laws and regulations of such states and other jurisdictions of the United States as the Representatives may designate in writing, provided that the City shall not be obligated to take any action that would subject it to general service of process in any jurisdiction other than the State of Illinois or to incur any expenses in connection with such qualification.

(b) If on or prior to the Closing or within twenty-five (25) days after the "end of the underwriting period" any event known to the City relating to or affecting the City, the Indenture or the Bonds shall occur which would cause any statement of a material fact contained in the Official Statement to be materially incorrect or materially incomplete, the City will promptly notify the Representatives in writing of the circumstances and details of such event. If, as a result of such event, it is necessary, in the joint opinion of the City and the Representatives to amend or supplement the Official Statement by stating or restating any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, the City will forthwith prepare and furnish to the Representatives a reasonable number of copies of an amendment of or a supplement to such Official Statement in form and substance satisfactory to the City and the Representatives, at the City's sole cost and expense, which will so amend or supplement such Official Statement so that, as amended or supplemented, the Official Statement will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. For purposes of this Bond Purchase Agreement, the term "end of the underwriting period" shall be the later of the date of Closing or the date on which the Underwriters no longer retain an unsold balance of the Bonds for sale to the public. The Underwriters agree that the date on which the end of the underwriting period shall occur shall be the date of Closing, unless the Representatives otherwise notify the City in writing prior to twenty-five (25) days after the Closing Date that, to the best of its knowledge, the Underwriters retain for sale to the public an unsold balance of the Bonds, in which case the end of the underwriting period shall be extended for additional periods of thirty (30) days each upon receipt of an additional written notification from the Representatives that, to the best of their knowledge, there exists an unsold balance of the Bonds but in any event no longer than sixty (60) days after the date of Closing.

(c) The City shall provide, or cause to be provided, at its expense, to the Representatives within seven (7) business days after the date hereof and in sufficient time to accompany any confirmation that requests payment from any customer, copies of the Official Statement, dated the date hereof, signed on behalf of the City by the Chief Financial Officer, in sufficient quantity for the Underwriters to comply with Paragraph (b)(4) of S.E.C. Rules 15c2-12 and applicable rules of the M.S.R.B.. The

Official Statement so delivered shall be "final" for purposes of S.E.C. Rule 15c2-12.

(d) The City shall apply the proceeds of the Bonds in accordance with the Indenture.

7. At 9:00 A.M., Chicago time, on January ____, 1996, or at such time or date as may be mutually agreed upon by the City and the Representatives, the City will, subject to the terms and conditions hereof, deliver the Bonds, duly executed and authenticated, to the Representatives in Chicago, Illinois by delivery to the Depository Trust Company, and, at the offices of Chapman and Cutler, Chicago, Illinois, or such other place as shall have been mutually agreed upon by the City and the Representatives, deliver the other documents required herein and, subject to the terms and conditions hereof, the Representatives will accept such delivery and pay the purchase price of the Bonds as set forth in Paragraph 1 hereof in immediately available funds payable to the order of the Trustee on behalf of the City (such delivery for and payment of the Bonds is herein called the "Closing"). The City shall cause C.U.S.I.P. identification numbers to be printed on the Bonds, but neither the failure to print such number on any Bonds, nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the Bonds in accordance with the terms of this Bond Purchase Agreement.

The Bonds shall be typewritten and shall be duly executed, prepared as a single, fully registered bond for each stated maturity of the Bonds paying interest on a different schedule or at a different rate in accordance with the requirements of the Depository Trust Company and registered in the name of its nominee, Cede & Co.. The Bonds shall be made available for delivery at the Depository Trust Company, New York, New York on the business day prior to and subject to the Closing.

8. The Underwriters have entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the City contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City of its obligations hereunder at or prior to the date of the Closing. Accordingly, the Underwriters' obligations under this Bond Purchase Agreement to purchase, accept delivery of and pay for the Bonds are subject to the performance by the City of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and are also subject, unless waived by the Representatives, to the following conditions:

(a) The representations and warranties of the City contained herein shall be correct in all material respects on the date of this Bond Purchase Agreement, and on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) At the time of the Closing, the Ordinance shall be in full force and effect, and shall not have been amended, modified or supplemented since the date hereof, and the Official Statement shall not have been amended, modified or supplemented, except, in each case, as may have been agreed to by the Representatives as provided in Section 6(b).

(c) At the time of the Closing, all necessary action of the City relating to the issuance of the Bonds shall have been taken and shall be in full force and effect, except as may be agreed to by the Representatives.

(d) Prior to the Closing, none of the following events or developments shall have occurred: (i) a committee of the House of Representatives or the Senate of the Congress of the United States or a joint or conference committee thereof shall have pending before it legislation, which legislation, if enacted in its form as introduced or as amended, would have the purpose or effect of including in gross income for federal income tax purposes interest received on obligations of the general character of the Bonds or the Bonds, which in the reasonable opinion of the Representatives materially adversely affects the market price of the Bonds; (ii) a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States or a joint conference committee thereof, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be passed by, the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court of the United States of America shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of including in gross income for federal income tax purposes interest received on the obligations of the general character of the Bonds or the Bonds, or any other event shall have occurred, including a press release, publication or other form of notice concerning proposed legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service, any member of the Congress of the United States, or any committee of either or both Houses of the Congress of the United States or the staff of any such committee, which would result in the inclusion in gross income for federal income tax purposes interest received on obligations of the general character of the Bonds or the Bonds, which in the reasonable opinion of the Representatives would materially adversely affect the market price of the Bonds; (iii) any legislation, ordinance, rule or regulation shall be enacted by any governmental body, department or agency of the State of Illinois, or a decision by any court of competent jurisdiction within the State of Illinois shall be rendered which in the reasonable opinion of the Representatives materially adversely affects the market price of the Bonds; (iv) a stop order, ruling, regulation or

official statement by, or on behalf of, the S.E.C. or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, and the Securities and Exchange Act of 1934, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; (v) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities and Exchange Act of 1934, as amended and as then in effect, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; (vi) additional restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, which materially adversely affects the market price of the Bonds; (vii) a general banking moratorium shall have been established by federal, Illinois or New York authorities having jurisdiction and be in force; (viii) a war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which in the reasonable opinion of the Representatives materially adversely affects the market price of the Bonds; or (ix) the rating of the Bonds or any general obligation bonds of the City shall have been downgraded or withdrawn by S. & P. which in the reasonable opinion of the Representatives, materially adversely affects the market price of the Bonds.

(e) At or prior to the Closing, the Representatives shall have received each of the following documents:

(i) The Official Statement of the City, executed by an authorized officer of the City.

(ii) A copy, duly certified by the City, of the Ordinance, as adopted by the City Council.

(iii) A Trust Indenture dated as of January 1, 1996 from the Issuer to the Trustee, as from time to time supplemented and amended.

(iv) An Origination and Servicing Agreement dated as of January 1, 1996, executed by the Issuer, the mortgage lending institutions described in the Agreement, and the Trustee.

(v) A continuing Disclosure Agreement dated as of January 1, 1996, executed by the Issuer, the Trustee and the Underwriters.

(vi) The unqualified approving opinions, dated the date of the Closing and addressed to the City, and the Underwriters, of Chapman and Cutler, Bond Counsel, in substantially the form attached to the Official Statements as Appendix C and supplemental opinion letters from such counsel, dated the date of the Closing and addressed to the City and the Underwriters, to the effect that (a) this Bond Purchase Agreement has been duly authorized, executed and delivered by the City and assuming the due authorization, execution and delivery by the other parties thereto constitutes the binding agreement of the City; (b) the Bonds constitute exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and Section 304(a)(4)(A) of the Trust Indenture Act of 1939, as amended, and it is not necessary, in connection with the public offering and sale of the Bonds, to register any securities under said Securities Act or to qualify the Ordinance or Indenture under said Trust Indenture Act; (c) such counsel has reviewed the information in the Official Statement under the captions "Description Of The Bonds" (other than information under the caption "Description Of The Bonds -- Book-Entry Only System" relating to a description of the Depository Trust Company and its operations), "Security For The Bonds", "Tax Exemption" and Appendix A -- "Definitions" and that insofar as such information summarizes or describes legislation or documents, it is a fair and accurate summary of the information purported to be contained therein; in addition, such counsel shall state in their letters containing the foregoing opinions, or in a separate letter, dated the date of the Closing and addressed to the Underwriters and the City, that, based solely upon the examinations which it has made as Bond Counsel and its participation in the preparation of the Official Statement and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, nothing has come to its attention which causes them to believe that, as of the date of Closing, the Official Statement, including as it may be amended or supplemented to the date of Closing (except for information under the captions "Description Of The Bonds -- Book-Entry Only System" relating to a description of the Depository Trust Company and its operations, and the historical or projected financial and statistical data included in the Official Statement, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which

they were made, not misleading; and (d) if applicable, an opinion as to original issue discount.

(vii) Opinions (which the Underwriters hereby agree to request), dated the date of the Closing and addressed to the Underwriters, of Albert, Bates, Whitehead & McGaugh, P.C., counsel for the Underwriters, to the effect that the Bonds constitute exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and the Indenture is exempt from registration under Section 304(a)(4)(A) of the Trust Indenture Act of 1939, as amended, and it is not necessary, in connection with the public offering and sale of the Bonds, to register any securities under said Securities Act or to qualify the Ordinance or Indenture under said Trust Indenture Act, in addition, such counsel shall state in its letter containing the foregoing opinion, or in a separate letter, dated the date of the Closing and addressed to the Underwriters, that, based upon its participation in the preparation of the Official Statement as counsel for the Underwriters and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, nothing has come to its attention that causes it to believe that, as of the date of the Closing, the Official Statement, including as it may have been amended or supplemented to the date of Closing (except for information under the caption "Description Of The Bonds -- Book-Entry Only System" relating to a description of the Depository Trust Company and the historical or projected financial and statistical data included in the Official Statement, as to which no view need be expressed) contains any untrue statements of a material fact or omits to state any material fact required to be stated therein or necessary to make the statement therein, in light of the circumstances under which they were made, not misleading.

(viii) A certificate, among other things, dated the date of the Closing and signed by the Chief Financial Officer of the City, to the effect that the representations and warranties of the City contained herein are correct in all material respects on and as of the date of the Closing.

(ix) An opinion, dated the date of the Closing, from the Corporation Counsel of the City, to the effect that, among other things, there is no litigation pending in any court to restrain or enjoin the issuance or delivery of the Bonds, or contesting or calling into question the validity or enforceability of the Bonds, that the Ordinance has been duly adopted by the City Council of the City and remains in full force and effect and that the City has full legal right, power and authority to carry out and consummate the transactions contemplated by the Bond Purchase Agreement, the Ordinance and the Official Statement, including, without limitation, the pledge by the City of the Securities,

the Revenues and other amounts derived from the Securities (including earnings thereon) as specified in the Indenture.

(x) A Tax Exemption Certificate and Agreement executed by an authorized Officer of the City.

(xi) A Form 8038-G pursuant to the Internal Revenue Code of 1986, as amended, duly completed and executed by an authorized officer of the City.

(xii) Evidence that there is in effect a rating on the Bonds of "AAA" or better by Moody's.

(xiii) A copy of an agreement between the City and the Depository Trust Company relating to the safekeeping and book-entry form of the Bonds.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement will be deemed to be in compliance with the provisions hereof if, but only if, they are in substance satisfactory to the Representatives in its reasonable judgment.

If the City is unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds are terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement will terminate and neither the Underwriters nor the City will be under further obligation or have any further liability hereunder.

9. If any Underwriter defaults in its obligations to purchase Bonds hereunder, the other Underwriter shall be obligated to purchase all the Bonds which such defaulting Underwriter agreed to purchase hereunder but failed to purchase. In such event, the City shall postpone the Closing to 10:00 A.M., Chicago time, on any business day within the next seven full business days after the day originally specified for the Closing as requested by the non-defaulting Underwriter. Nothing herein will relieve a defaulting Underwriter from liability for its default.

10. (a) The Underwriters will be under no obligation to pay any expenses incident to the performance of the obligations of the City hereunder, including, but not limited to: (i) the cost of the preparation and reproduction of the Ordinance and the Official Statement (including in each case, any amendments or supplements thereto); (ii) the cost of the preparation and printing of the Bonds; (iii) the fees and disbursements of Chapman and Cutler, Bond Counsel; (iv) the fees and disbursements of

counsel to the City and of any consultants retained by the City; and (v) fees for rating of the Bonds.

(b) The Underwriters will pay: (i) the costs of preparation and printing of the Agreement Among Underwriters and this Bond Purchase Agreement; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by it in connection with its public offering and distribution of the Bonds, including the fees and disbursements of Underwriters' counsel.

11. Any notice or other communication to be given to the City under this Bond Purchase Agreement must be given by the Representatives by delivering the same in writing to: Chief Financial Officer, 121 North LaSalle Street, Room 501, Chicago, Illinois 60602, and any notice or other communication to be given the Underwriters under this Bond Purchase Agreement must be given by delivering same in writing to George K. Baum & Company, 11 South LaSalle Street, Suite 800, Chicago, Illinois 60604, Attention: Anthony Fratto, Albert A. Boumenot or William Hofherr.

12. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriters (including the successors of the Underwriters), and no other person may acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and covenants of the City contained in this Bond Purchase Agreement will remain operative and in full force and effect regardless of (a) any investigations made by or on behalf of the Underwriters, or (b) delivery of any payment for the Bonds pursuant to this Bond Purchase Agreement.

13. This Bond Purchase Agreement will become binding and effective upon the execution of the acceptance hereof by the Chief Financial Officer of the City and the concurrence of the Chairman of the Committee on Finance of the City Council of the City and will be valid and enforceable as of the time of such acceptance.

Very truly yours,

George K. Baum & Company
M.R. Beal & Company

By: _____
George K. Baum & Company,
As Representative of the
Underwriters

Accepted:

This ____ day of _____, 1995.

City of Chicago

By: _____
Chief Financial Officer

Concurred with:

This ____ day of _____, 1995.

By: _____
Chairman of the City Council
Committee on Finance

[(Sub)Exhibit I referred to in this Bond Purchase Agreement unavailable at time of printing.]

City Of Chicago, Illinois,

To

The First National Bank Of Chicago,

As Trustee.

Trust Indenture

Dated As Of January 1, 1996

*$*_____

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-A

And

$_____

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-B.

This Trust Indenture dated as of January 1, 1996 (the "Indenture") from the City of Chicago, Illinois, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), to the First National Bank of Chicago, a national banking association duly organized, validly existing and authorized to accept the duties and obligations set out by virtue of the laws of the United States of America and having its principal corporate trust office located in the City of Chicago, Illinois, as Trustee (the "Trustee");

Witnesseth:

Whereas, Pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and pursuant to the hereinafter defined Ordinance of the Issuer, the Issuer is authorized to issue its revenue bonds in order to aid in providing an adequate supply of residential housing for low- and moderate-income persons or families within the hereinafter defined Program Area (the "Program"), which constitutes a valid public purpose for the issuance of revenue bonds by the Issuer; and

Whereas, To provide for the Program, the Issuer proposes to issue, sell and deliver $_____ aggregate principal amount of its Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-A (the "Series 1996-A Bonds") and $_____ aggregate principal amount of its Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-B (the "Series 1996-B Bonds"), to obtain funds to finance the acquisition of mortgage-backed securities (the "G.N.M.A. Securities") of the Government National Mortgage Association ("G.N.M.A."), mortgage pass-through securities (the "F.H.L.M.C. Securities") issued by the Federal Home Loan Mortgage Corporation ("F.H.L.M.C.") and mortgage pass-through securities (the "F.N.M.A. Securities") issued by the Federal National Mortgage Association ("F.N.M.A."), evidencing a guarantee by G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be, of the timely payment of monthly principal of and

interest on certain qualified mortgage loans under the Program (the "Mortgage Loans"), all under and in accordance with the Constitution and the laws of the State; and

Whereas, Sections 103 and 143 of the Internal Revenue Code of 1986, as amended (the "Code"), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof, the proceeds of which are to be used to finance owner-occupied residences, shall be excludible from gross income of the owners thereof for federal income tax purposes, if such issue meets certain requirements stated in Sections 141 through 150 of the Code; and

Whereas, Each Lender (as hereinafter defined) has entered or will enter into the Origination and Servicing Agreement dated as of January 1, 1996 (the "Agreement") by and among the Issuer, the Trustee and the lenders named therein (the "Lenders"), under which the Master Servicers and the Servicing Lenders (as defined in the Agreement) have agreed to sell to the Trustee on behalf of the Issuer certain G.N.M.A. Securities, F.H.L.M.C. Securities and F.N.M.A. Securities backed by and based on the Mortgage Loans originated by the Lenders; and

Whereas, The Issuer has now determined to issue the Series 1996-A Bonds and the Series 1996-B Bonds (collectively, the "Bonds"), and to enter into this Indenture to secure the Bonds by an assignment and pledge of all right, title and interest of the Issuer in and to the G.N.M.A. Securities, F.H.L.M.C. Securities and F.N.M.A. Securities, the proceeds thereof and the Agreement (except certain rights identified in this Indenture); and

Whereas, The Series 1996-A Bonds, the Trustee's certificate of authentication to be endorsed on the Series 1996-A Bonds and the form of assignment to be endorsed on the Series 1996-A Bonds are all to be in substantially the form set forth in (Sub)Exhibit A attached to and made a part of this Indenture, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture; and

Whereas, The Series 1996-B Bonds, the Trustee's certificate of authentication to be endorsed on the Series 1996-B Bonds and the form of assignment to be endorsed on the Series 1996-B Bonds are all to be in substantially the form set forth in (Sub)Exhibits B1 and B2 attached to and made a part of this Indenture, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture; and

Whereas, All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of, premium, if any, and interest on the Bonds and a valid assignment and pledge of the right, title and interest of the Issuer in and to the G.N.M.A. Securities, the

F.H.L.M.C. Securities and the F.N.M.A. Securities, the proceeds thereof and the Agreement as and to the extent the Agreement relates to such G.N.M.A. Securities, F.H.L.M.C. Securities, F.N.M.A. Securities and the related Mortgage Loans, and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

Now, Therefore,

This Indenture Witnesseth

Granting Clauses.

The Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, convey, mortgage, assign and pledge unto The First National Bank of Chicago, as Trustee, and its successors in trust and assigns forever, all and singular the property hereinafter described (the "Trust Estate"):

Granting Clause First.

All right, title and interest of the Issuer in and to the Agreement (excluding the rights of the Issuer under Sections 2.04(c), 3.05(b), 8.05, 8.06 and 8.10 of the Agreement) as and to the extent the Agreement relates to the hereinafter assigned and pledged G.N.M.A. Securities, F.H.L.M.C. Securities and F.N.M.A. Securities and the Mortgage Loans relating thereto, including all extensions and renewals of the terms thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any income, revenues, receipts, issues, profits, insurance proceeds and other sums of money payable to or receivable by the Issuer under the Agreement as and to the extent assigned and pledged hereby, whether payable pursuant to the Agreement or otherwise, to bring actions and proceedings under the Agreement or for the enforcement thereof, and to do any and all things which the Issuer is or may become entitled to do under the Agreement (except as provided above);

Granting Clause Second.

All right, title and interest of the Issuer in and to the G.N.M.A. Securities, the F.H.L.M.C. Securities, the F.N.M.A. Securities, the Revenues (as hereinafter defined), and all right, title and interest of the Issuer in and to each G.N.M.A. Guaranty Agreement (as hereinafter defined) with respect to the G.N.M.A. Securities held under this Indenture, including all extensions and renewals of any of the terms thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any income, revenues, receipts, issues, profits and other sums of money payable to or receivable by the Issuer under the G.N.M.A. Securities, the F.H.L.M.C. Securities or the F.N.M.A. Securities, whether payable pursuant to the G.N.M.A. Securities, the F.H.L.M.C. Securities, the F.N.M.A. Securities or otherwise, to bring actions and proceedings under the G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities or for the enforcement thereof, and to do any and all things which the Issuer is or may become entitled to do under the G.N.M.A. Securities, the F.H.L.M.C. Securities or the F.N.M.A. Securities and the Owners of the Bonds are by such pledge and assignment afforded a beneficial interest in such G.N.M.A. Securities, F.H.L.M.C. Securities and the F.N.M.A. Securities;

Granting Clause Third.

All moneys and securities from time to time held by the Trustee under and subject to the terms of this Indenture, except money and securities in the Costs of Issuance Fund (as hereinafter defined), the Program Expense Fund (as hereinafter defined), the Bond Purchase Fund (as hereinafter defined), the Rebate Fund (as hereinafter defined) and certain excess investment earnings not deposited therein, and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder by the Issuer, or by anyone in its behalf or with its written consent, to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

To Have And To Hold all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

In Trust Nevertheless, Upon the terms and trusts herein set forth for the equal and proportionate benefit and security of all present and future owners of the Bonds without preference of any Bond over any other (except as otherwise provided herein), and for enforcement of the payment of the

Bonds in accordance with their terms, and all other sums payable hereunder or on the Bonds and for the performance of and compliance with the obligations, covenants and conditions of this Indenture, as if all the Bonds at any time outstanding had been authenticated, executed and delivered simultaneously with the execution and delivery of this Indenture, all as herein set forth;

Provided, However, That if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, on the dates and in the manner mentioned in the Bonds according to the true intent and meaning thereof, and shall cause the payments to be made as required under the provisions of this Indenture, or shall provide, as permitted hereby for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all of the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee and any paying agent all sums of money due or to become due in accordance with the terms and provisions hereof, then upon such payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

This Indenture Further Witnesseth, And it is expressly declared, that all the Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, right, title and interest, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time of the Bonds, as follows (subject, however, to the provisions of Section 2.03 hereof):

Article I.

Definitions.

Unless otherwise defined herein, all words and phrases defined in Article I of the Agreement shall have the same meaning herein. In addition, the following words and phrases shall have the following meanings:

"Act" means Section 6 of Article VII of the 1970 Constitution of the state.

"Acquisition Account" means the account by that name in the program fund created pursuant to Section 5.01 of this indenture.

"Agreement" means the Origination and Servicing Agreement dated as of January 1, 1996, by and among the issuer, the trustee and the lenders, as from time to time supplemented and amended.

"Bondholder" or "holder" or "owner" or "registered owner" means the registered owner of any bond as shown by the registration books maintained by the trustee.

"Bond Closing Date" means the date of the initial delivery of the bonds, which shall be _____, 1996.

"Bond Counsel" means the firm of bond attorneys whose opinion accompanies the bonds, or any other firm of nationally recognized attorneys experienced in the field of municipal bonds whose opinions are generally accepted by the purchasers of municipal bonds.

"Bond Purchase Fund" means the fund by that name created pursuant to Section 5.13 of this indenture.

"Bonds" means the Series 1996-A Bonds and the Series 1996-B Bonds.

"Business Day" means any day other than (i) a Saturday or Sunday, or (ii) a day on which banking institutions in New York, New York, or the city in which the principal corporate trust office of the Trustee is located are authorized or obligated by law or executive order to be closed for business.

"Capitalized Interest Fund" means the fund by that name created pursuant to Section 5.04 of this indenture.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commitment Fee" means the fee paid by a lender in the form and at the time specified in the Notice of Acceptance, which fee is not refundable.

"Conversion Date" means the date upon which the Series 1996-B Bonds are subject to mandatory tender, pursuant to Section 3.07 hereof, and the effective date upon which the interest rate or rates on the Series 1996-B Bonds (including without limitation any Series 1996-A Bonds which have been converted into Series 1996-B Bonds, pursuant to Section 2.02 hereof) shall have been fixed to maturity, pursuant to Section 2.02 of this indenture.

"Conversion Date Confirmation" means the written confirmation given by the remarketing agent to the issuer and the trustee, pursuant to Section 2.02 hereof, and setting forth the fixed interest rate or rates, maturity date or dates, mandatory sinking fund redemption date or dates,

aggregate principal amounts and mandatory sinking fund redemption schedules with respect to the Series 1996-B Bonds.

"Costs of Issuance" means the costs incurred by the Issuer in the issuance, sale and delivery of the Bonds, including initial or acceptance fees of the trustee, legal, accounting and financial advisory fees and expenses, underwriting, remarketing or private placement fees (including without limitation the fees and expenses of Bond Counsel and counsel to the original purchaser), filing and rating agency fees and printing and engraving costs incurred in connection with the authorization, sale and issuance of Bonds, the preparation and execution of this Indenture, the filing of any financing statements and all other documents in connection therewith, bond insurance premiums, if any, and payment of all fees, costs and expenses for the preparation of this indenture and the Bonds, including recording fees and documentary stamp taxes, if any, and any other fees, intangible taxes and expenses necessary or incidental to the issuance and sale of Bonds.

"Costs of Issuance Fund" means the fund by that name created pursuant to Section 5.01 of this indenture.

"Counsel's Opinion" means an opinion signed by any attorney or firm of attorneys (who may be employed by or of counsel to the issuer or an attorney or firm of attorneys retained by the issuer in connection with other matters) licensed to practice in the state in which he or it maintains an office (and if the opinion is with respect to an interpretation of federal tax laws or regulations or any pledge under or amendment of this indenture, is also a Bond Counsel).

"Default" and "event of default" means any occurrence or event specified in Section 8.01 of this indenture.

"Delivery Period" means the period of time commencing on January 1, 1996, and ending on _____, 1997 (or such later date as determined in accordance with the provisions of Section 5.01(c) hereof), during which period the G.N.M.A. securities, the F.H.L.M.C. securities and the F.N.M.A. securities may be acquired by the trustee from the master services and the servicing lenders.

"Fannie Mae" or "F.N.M.A." means the Federal National Mortgage Association, a corporation duly organized and validly existing under the laws of the United States of America, or any successor to its functions.

"F.H.L.M.C." means the Federal Home Loan Mortgage Corporation, a corporation chartered by the United States Congress, or any successor to its functions.

"F.H.L.M.C. Securities" means single pool, guaranteed mortgage pass-through certificates or securities, providing for the final regularly

scheduled payment thereunder to be made not later than _____ 1, 202__, bearing interest at the pass-through rate, issued by F.H.L.M.C., registered or recorded in book-entry form, recorded in the name of the trustee or its nominee, purchased by the trustee with moneys derived from the program fund, guaranteed as to timely payment of principal and interest by F.H.L.M.C. and backed by Conventional Mortgage Loans in the related pool, with a latest loan maturity date not later than _____ 1, 202__.

"F.H.L.M.C. Security Purchase Date" means the first day and the fifteenth day of a calendar month, during the Delivery Period; provided, that if the first (1st) day or the fifteenth (15th) day of a calendar month is not a Business Day, the F.H.L.M.C. security purchase date shall occur on the immediately following Business Day.

"F.H.L.M.C. Security Purchase Price" means (i) with respect to the F.H.L.M.C. Securities purchased by the trustee from moneys on deposit in Subaccount A of the Acquisition Account (unless the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have been converted to Series 1996-B Bonds) and/or F.H.L.M.C. Securities backed by pools of targeted area loans (unless the Series 1996-A Bonds relating to moneys on deposit in the targeted area acquisition account have been converted to Series 1996-B Bonds), _____ percent (_____%) of the principal balance of the applicable pool of mortgage loans on record at F.H.L.M.C. on the first (1st) or the fifteenth (15th) day of the calendar month in which the subject F.H.L.M.C. Security Purchase Date, plus accrued interest, if any, to the date of purchase, and (ii) with respect to F.H.L.M.C. Securities (other than F.H.L.M.C. Securities backed by pools of non-targeted area loans and/or targeted area loans as described above) purchased by the trustee after the Initial Reset Date, the purchase price set forth in the Delivery Period Confirmation.

"F.N.M.A. Securities" means single pool, guaranteed mortgage pass-through Fannie Mae mortgage-backed securities, providing for the final regularly scheduled payment thereunder to be made not later than _____ 1, 202__, bearing interest at the pass-through rate, issued by Fannie Mae in book-entry form, recorded in the name of the trustee or its nominee, guaranteed as to timely payment of principal and interest by Fannie Mae and backed by Conventional Mortgage Loans in the related Mortgage Pool, with a latest loan maturity date not later than _____ 1, 202__.

"F.N.M.A. Security Purchase Date" means the first (1st) day and the fifteenth (15th) day of each calendar month during the Delivery Period; provided, that if the first (1st) day or the fifteenth (15th) day of a calendar month is not a Business Day, the F.N.M.A. security purchase date shall occur on the immediately following Business Day.

"F.N.M.A. Security Purchase Price" means (i) with respect to F.N.M.A. Securities purchased by the trustee from moneys on deposit in Subaccount A of the Acquisition Account (unless the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have been converted to Series 1996-B Bonds) and/or F.N.M.A. Securities backed by Pools of Targeted Area Loans (unless the Series 1996-A Bonds relating to moneys on deposit in the Targeted Area Acquisition Account have been converted to Series 1996-B Bonds), _____ percent (_____%) of the principal balance of the applicable Pool of Mortgage Loans on record at F.N.M.A. on the first (1st) or the fifteenth (15th) day of the calendar month in which the subject F.N.M.A. security purchase date occurs, plus accrued interest, if any, to the date of purchase, and (ii) with respect to F.N.M.A. Securities (other than F.N.M.A. Securities backed by Pools of Non-Targeted Area Loans and/or Targeted Area Loans as described above) purchased by the trustee after the Initial Reset Date, the purchase price set forth in the Delivery Period confirmation.

"Funds and Accounts" means the funds, account and subaccounts created and held by the trustee under this indenture.

"G.N.M.A." means the Government National Mortgage Association, or any successor to its functions.

"G.N.M.A. Guaranty Agreement" means one or more Schedule of Subscribers and G.N.M.A. II Contractual Agreement between a Servicer and G.N.M.A. now or hereafter in effect pursuant to which G.N.M.A. has agreed or will agree to guarantee G.N.M.A. securities.

"G.N.M.A. Guide" means the G.N.M.A. I and G.N.M.A. II Mortgage-Backed Securities Guides then in effect on the date of their application under the agreement.

"G.N.M.A. Securities" means the fully-modified, mortgage-backed securities providing for the final regularly scheduled payment thereunder to be made not later than _____ 1, 202__, bearing interest at the Pass-Through Rate, issued by a Servicer (in either physical or book-entry form) registered in the name of the Trustee, guaranteed as to timely payment of principal and interest by G.N.M.A. pursuant to Section 306(g) of Title III of the National Housing Act of 1934, as amended, and backed by F.H.A. Insured Mortgage Loans or V.A. Guaranteed Mortgage Loans made by the Lenders in exchange for Mortgage Loans and in the form contained in the G.N.M.A. Guide.

"G.N.M.A. Security Purchase Date" means the first (1st) day and the fifteenth (15th) day of each calendar month during the Delivery Period; provided, that if the first (1st) day or the fifteenth (15th) day of a calendar month is not a Business Day, the G.N.M.A. security purchase date shall occur on the immediately following Business Day.

"G.N.M.A. Security Purchase Price" means (i) with respect to G.N.M.A. Securities purchased by the Trustee from moneys on deposit in Subaccount A of the Acquisition Account (unless the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have been converted to Series 1996-B Bonds) and/or G.N.M.A. Securities backed by Pools of Targeted Area Loans (unless the Series 1996-A Bonds relating to moneys on deposit in the Targeted Area Acquisition Account have been converted to Series 1996-B Bonds), _____ percent (_____ %) of the principal balance of the applicable Pool of Mortgage Loans on record at G.N.M.A. on the first (1st) day or the fifteenth (15th) day of the calendar month in which the subject G.N.M.A. Security Purchase Date occurs, plus accrued interest, if any, to the date of purchase, and (ii) with respect to G.N.M.A. Securities (other than G.N.M.A. Securities backed by Pools of Non-Targeted Area Loans and/or Targeted Area Loans as described above) purchased by the trustee after the initial reset date, the purchase price set forth in the Delivery Period Confirmation.

"Governmental Obligations" means direct obligations of, and obligations fully guaranteed as to the timely payment of principal and interest by the full faith and credit of, the United States of America.

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

"Initial Reset Date" means _____ 15, 1996, or such earlier date as shall be specified in writing by the original purchaser to the trustee at least fifteen (15) days prior to the initial reset date; provided, that the initial reset date shall occur on the fifteenth (15th) day of a calendar month.

"Interest Fund" means the fund by that name created pursuant to Section 5.04 of this Indenture.

"Interest Payment Date" means (i) with respect to the Series 1996-A Bonds, the first (1st) day of January and July of each year, commencing on July 1, 1996 (ii) with respect to the Series 1996-B Bonds, (A) the Initial Reset Date, (B) the fifteenth (15th) day of each calendar month after the Initial Reset Date (until the Conversion Date), and (C) the first (1st) day of January and July of each year after the Conversion Date, commencing on July 1, 1997.

"Investment Agreement" means (i) the investment agreement dated _____, 1996, by and between the trustee and _____, and (ii) an investment agreement

with a commercial bank or financial institution entered into in connection with the remarketing of the Bonds hereunder, the terms of which are acceptable to the rating agency and which will not adversely affect the rating assigned to the Bonds.

"Investment Instructions" means the investment instructions described in Article VI of this Indenture.

"Investment Securities" means any of the following investments to the extent any such investment is permitted by applicable law: (i) Governmental Obligations, (ii) demand and time deposits, certificates of deposit or banker's acceptances of any commercial bank, trust company or savings and loan association organized under the laws of the United States of America or any state thereof, provided, that either the unsecured debt obligations or commercial paper of such bank, trust company or savings and loan association (or the unsecured debt obligations or commercial paper of the parent company of such bank, trust company or savings and loan association) are then rated by a rating agency in the highest rating category, or (iii) commercial paper which is then rated in the highest rating category by a rating agency, or (iv) repurchase agreements of Governmental Obligations with an institution which has unsecured long-term debt which is rated by a rating agency in the highest rating category, or (v) any other long-term debt obligations of issuers whose unsecured long-term debt is rated by a rating agency in the highest rating category or short-term debt obligations of issuers whose short-term debt is rated by a rating agency in the highest rating category, or (vi) money market funds rated by a rating agency in the highest rating category, or (vii) an investment agreement with a commercial bank or financial institution which is then rated by a rating agency in the highest rating category, or (viii) the Investment Agreement.

"Issuer" means the City of Chicago, a municipality duly organized and validly existing under the Constitution and the laws of the state and any successor to the duties or functions of the Issuer.

"Notice Address" until changed by a party giving notice thereof pursuant to the terms of this Indenture, means:

(a) As To The Issuer:

City of Chicago, Illinois
Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner, Department of Housing

With A Copy To:

City of Chicago, Illinois
Corporation Counsel
City Hall -- Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

(b) As To The Trustee:

The First National Bank of Chicago
One First National Plaza, Suite 0126
Chicago, Illinois 60670
Attention: Corporate Trust Services Division

(c) As to the Master Servicers and the Servicing Lenders, the addresses set forth on the signature pages to the Agreement.

"Ordinance" the ordinance duly adopted by the City Council of the Issuer on December 13, 1995, authorizing the issuance of the Bonds.

"Original Purchaser" means George K. Baum & Company.

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

(a) Bonds theretofore cancelled by the trustee or delivered to the Trustee for cancellation;

(b) Bonds for the payment of which moneys shall have been theretofore deposited with the trustee for the owners of such Bonds;

(c) Unsurrendered Bonds;

(d) Bonds or portions thereof deemed to be paid as provided in Article VII of this Indenture; and

(e) Bonds in lieu of which other Bonds have been authenticated under Section 2.07, Section 2.08 or Section 3.04 of this Indenture.

"Pass-Through Rate" means (i) with respect to a G.N.M.A. Security, the rate of interest on a G.N.M.A. Security which shall be the Loan Rate less the G.N.M.A. Servicing Rate, (ii) with respect to a F.H.L.M.C. Security,

the rate of interest on a F.H.L.M.C. Security which shall be the Loan Rate less the F.H.L.M.C. Servicing Rate, and (iii) with respect to a F.N.M.A. Security, the rate of interest on a F.N.M.A. Security which shall be the Loan Rate less the F.N.M.A. Servicing Rate.

"Permitted Investments" means Investment Securities.

"Placement Ratio" means an amount equal to the aggregate principal amount of the Securities purchased by the trustee hereunder on or before the Initial Reset Date, together with the principal amount of any Securities by the Trustee with moneys on deposit in Subaccount A of the Acquisition Account on and after the Initial Reset Date, in the event that the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have not been converted to Series 1996-B Bonds, and/or with moneys on deposit in the Targeted Area Acquisition Account on and after the Initial Reset Date, in the event that the Series 1996-A Bonds relating to moneys on deposit in the Targeted Area Acquisition Account have not been converted to Series 1996-B Bonds on the Initial Reset Date, divided by $_____.

"Prepayments" means any payments on the G.N.M.A. Securities, the F.H.L.M.C. Securities or the F.N.M.A. Securities, other than regularly scheduled principal and interest payments on the G.N.M.A. Securities, the F.H.L.M.C. Securities or the F.N.M.A. Securities. Prepayments include, without limitation, amounts representing prepayments on the Mortgage Loans underlying such G.N.M.A. Securities, F.H.L.M.C. Securities or F.N.M.A. Securities.

"Principal Fund" means the fund by that name created pursuant to Section 5.04 of this Indenture.

"Program" means the program of the Issuer to aid in providing an adequate supply of residential housing for low- and moderate-income persons and families in the program area as contemplated by the Agreement.

"Program Expenses" means, for any period, the aggregate of all expenses incurred during that period, including the extraordinary fees and expenses of the trustee, the costs associated with making rebate calculations and other expenses, if any, related to the Bonds.

"Program Expenses Fund" means the fund by that name created pursuant to Section 5.04 of this Indenture.

"Program Fund" means the fund by that name created pursuant to Section 5.01 of this Indenture.

"Rating Agency" means Moody's Investors Services, Inc., its successors and assigns, and, if such corporation shall for any reason no longer

perform the functions of a securities rating agency, "Rating Agency" shall be deemed to refer to any other nationally recognized securities rating agency designated by the trustee with the prior written approval of the Issuer.

"Rebate Amount" means the amount required to be rebated to the United States of America pursuant to Sections 143 and 148(f) of the Code.

"Rebate Analyst" means a certified public accountant, financial analyst or Bond Counsel, or any firm of the foregoing, or financial institution experienced in making the arbitrage and rebate calculations required pursuant to Sections 143 and 148 of the Code and retained by the trustee to make the computations and give the directions required under Section 5.06 of this Indenture.

"Rebate Fund" means the fund of that name established under Section 5.06 of this Indenture.

"Record Date" means the fifteenth (15th) day of the calendar month immediately preceding an Interest Payment Date, whether or not such day is a Business Day.

"Redemption Fund" means the fund by the name created pursuant to Section 5.03 of this Indenture.

"Remarketing Agent" means George K. Baum & Company, its successors, and any successor Remarketing Agent appointed by the Issuer pursuant to Section 9.12 of this Indenture.

"Revenue Fund" means the fund by that name created pursuant to Section 5.02 of this Indenture.

"Revenues" means (i) all payments of regularly scheduled principal of and interest on the G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities (including any payments received from G.N.M.A. pursuant to its guarantee of the G.N.M.A. Securities, from F.H.L.M.C. pursuant to its guarantee of the F.H.L.M.C. Securities or from F.N.M.A. pursuant to its guarantee of the F.N.M.A. Securities), (ii) Prepayments, and (iii) income or interest earned and gains realized in excess of losses suffered on Investment Securities on deposit in the Funds and Accounts, other than income earned and gains realized in excess of losses suffered on the investment of moneys held in the Rebate Fund.

"Securities" means the G.N.M.A. Securities, F.N.M.A. Securities and F.H.L.M.C. Securities.

"Series 1996-A Bonds" means the $_____ aggregate principal amount of Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-A of the Issuer, issued pursuant to this Indenture.

"Series 1996-B Bonds" means the $_____ aggregate principal amount of Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-B of the Issuer, issued pursuant to this Indenture.

"State" means the State of Illinois.

"Targeted Area Acquisition Account" means the account by that name in the Program Fund created pursuant to Section 5.01 of this Indenture.

"Tax Exemption Agreement" means the Tax Exemption Certificate and Agreement dated the Bond Closing Date, by and between the Issuer and the Trustee.

"Trust Estate" means the property, rights, moneys, securities and other amounts assigned and pledged to the trustee pursuant to the Granting Clauses of this Indenture.

"Trustee" means The First National Bank of Chicago, and any successor in trust as trustee under this Indenture.

"Trustee's Fee" means the fees and expenses of the Trustee (including without limitation reasonable attorneys' and agents' fees) in an amount calculated on a semi-annual basis in arrears and equal to Three Thousand Five Hundred Dollars ($3,500).

"Unsurrendered Bonds" means Bonds (or portions thereof in authorized denominations) which are not tendered as required under the provisions of Section 3.07 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 3.07 of this Indenture.

Article II.

The Bonds.

Section 2.01 Authorized Amount Of Bonds.

No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. The total principal amount of Bonds that may be issued and authenticated hereunder is hereby expressly limited to $_____, except as provided in Sections 2.07, 2.08 and 3.04 of this Indenture.

Section 2.02 Issuance Of Bonds.

There is hereby created and there shall be an issue of Bonds designated "Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-A" in the original aggregate principal amount of $_____ and an issue of Bonds designated "Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-B" in the original aggregate principal amount of $_____.

The Series 1996-A Bonds shall be dated January 1, 1996, and shall also bear the date of their respective authentication. The Series 1996-B Bonds shall be dated the Bond Closing Date, and shall also bear the date of their respective authentication. Each Bond shall bear interest at the interest rate in effect from time to time as set forth below on the principal amount thereof from time to time outstanding, from the Interest Payment Date next preceding the date of registration and authentication of such Bond, unless (i) such Bond is registered and authenticated as of an Interest Payment Date, in which event such Bond shall bear interest from such Interest Payment Date, (ii) such Bond is registered and authenticated prior to the first Interest Payment Date thereon, in which event such Bond shall bear interest from its dated date, or (iii) such Bond is registered and authenticated after a Record Date, but before the applicable Interest Payment Date, in which event such Bond shall bear interest from such Interest Payment Date.

The Bonds shall be issued only as fully registered Bonds without coupons, and shall be issued in denominations of Five Thousand Dollars ($5,000) each and any integral multiples thereof. The Series 1996-A Bonds shall be lettered RA and numbered consecutively from 1 upward, and the Series 1996-B Bonds shall be lettered RB and numbered consecutively from 1 upward. The Bonds shall be stated to mature on January 1 and July 1 of the years and in the principal amounts, and shall bear interest at the rates per annum, as follows:

Series 1996-A Bonds.

Date	Principal Amount	Interest Rate

Series 1996-B Bonds.

Date	Principal Amount	Interest Rate
_____ 1, 202__	$_____	_____%

Notwithstanding anything herein to the contrary, the Series 1996-B Bonds shall mature on January 1 and July 1 of the years, not later than _____ 1, 202__, in such aggregate principal amount of amounts, from and after the Conversion Date, as shall be determined by the Remarketing Agent, having due regard for prevailing financial market conditions, on the Conversion Date, and such that the market value of the Series 1996-B Bonds shall be one hundred percent (100%) of the principal amount thereof (plus the permitted premium, as hereinafter provided) and such that the lowest net interest cost with respect to the Series 1996-B Bonds shall be achieved on the Conversion Date. The Remarketing Agent may select serial maturities for the Series 1996-B Bonds and two (2) term Bonds as well as mandatory sinking fund redemption dates for the term Bonds. On the date of such determination of such mandatory sinking fund redemption date or dates and such maturity date or dates, and aggregate principal amount or amounts, the Remarketing Agent shall give notice of such maturity date or dates, such mandatory sinking fund redemption date or dates and such aggregate principal amount or amounts so determined by telephone or facsimile transmission promptly confirmed in writing to the Issuer and the Trustee. The determination of such maturity date or dates, such mandatory sinking fund redemption date or dates and such aggregate principal amount or amounts as aforesaid shall be binding on the Issuer, the Trustee, the Remarketing Agent and the owners from time to time of all of the Series 1996-B Bonds, as determined by the Remarketing Agent.

The Series 1996-B Bonds shall initially bear interest at the rate of ____ percent (____%) per annum from their dated date until the Initial Reset Date, on which date the Series 1996-B Bonds shall bear interest at the rate per annum determined by the Remarketing Agent as hereinafter provided. At least seven (7) days, but not more than fourteen (14) days, prior to the Initial Reset Date, or such later date as hereinafter provided (but no later than _____ 15, 1996), the Remarketing Agent, having due regard for prevailing financial market conditions, shall establish an interest rate or rates to be borne by the Series 1996-B Bonds from and after the Conversion Date, until maturity, which interest rate or rates the Remarketing Agent shall determine would be the interest rate or rates, but would not exceed the interest rate or rates, that would result in the market value of the Series 1996-B Bonds on the Conversion Date, being one hundred percent (100%) of

the principal amount thereof, having due regard for the maturity date or dates and mandatory sinking fund redemption schedule for the Series 1996-B Bonds as established by the Remarketing Agent in the preceding paragraph; provided, that such interest rate or rates do not exceed nine percent (9%) per annum; provided further, that the Series 1996-B Bonds constituting the term Bonds may be remarketed at a premium not to exceed eight percent (8%), which premium shall be taken into account in determining such interest rate or rates. On such date of determination, the Remarketing Agent shall give notice of the interest rate or rates so determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer and the Trustee. The determination of such interest rate or rates as aforesaid shall be binding on the Issuer, the Trustee, the Remarketing Agent and the owners from time to time of all of the Series 1996-B Bonds, as determined by the Remarketing Agent. Upon the Conversion Date and thereafter, the Issuer shall execute, and the Trustee shall authenticate Series 1996-B Bonds in substantially the same form as provided in (Sub)Exhibit B-2 attached to and made a part of this Indenture.

Having due regard for prevailing financial market conditions, at least seven (7) days prior to the Initial Reset Date, and at least seven (7) days prior to the fifteenth (15th) day of each calendar month thereafter to and including the Initial Reset Date, the Remarketing Agent may notify the Issuer and the Trustee by telephone or facsimile transmission promptly confirmed in writing that the Remarketing Agent shall not determine a fixed interest rate or rates for the Series 1996-B Bonds to maturity. In such event, on the Business Day immediately preceding the Initial Reset Date, or the fifteenth (15th) day of each calendar month thereafter to and including _____15, 1996, the Remarketing Agent, having due regard for prevailing financial market conditions, shall establish an interest rate to be borne by the Series 1996-B Bonds from the Initial Reset Date, or such fifteenth (15th) day of a calendar month thereafter, as the case may be, to and including the fourteenth (14th) day of the immediately following calendar month, which interest rate the Remarketing Agent shall determine would be the interest rate, but would not exceed the interest rate, that would not exceed the interest rate, that would result in the market value of the Series 1996-B Bonds on the effective date of such interest rate being one hundred percent (100%) of the principal amount thereof; provided that such interest rate does not exceed nine percent (9%) per annum. On such date of determination, the Remarketing Agent shall give notice of the interest rate so determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer and the Trustee. The determination of such interest rate as aforesaid shall be binding on the Issuer, the Trustee, the Remarketing Agent and the owners from time to time of all the Series 1996-B Bonds, as determined by the Remarketing Agent.

All Series 1996-A Bonds which shall be subject to mandatory tender, pursuant to Section 3.07 hereof, on the Initial Reset Date, shall be converted to and remarketed as Series 1996-B Bonds, and shall bear interest at such rate or rates, shall mature, shall be subject to redemption prior to maturity,

shall be subject to mandatory tender and shall have the other provisions and characteristics of the other Series 1996-B Bonds, and shall otherwise be treated as Series 1996-B Bonds for all purposes of this Indenture, from and after the Initial Reset Date, as determined by the Remarketing Agent.

Interest on the Bonds shall be payable on each Interest Payment Date, and shall be calculated on the basis of a calendar year consisting of three hundred sixty (360) days and twelve (12) thirty (30) day months.

The principal of and interest on the Bonds are payable in lawful money of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. The payment of the principal of and premium, if any, on the Bonds shall be payable to the owners thereof only upon presentation and surrender of the Bonds at the principal corporate trust office of the Trustee. Interest on the Bonds shall be payable by check or draft of the Trustee mailed to the person or persons in whose name a Bond is registered on the registration books maintained by the Trustee on the Record Date with respect to each Interest Payment Date. Notwithstanding the foregoing, the interest on any Bond and, upon presentation and surrender of any Bond to the Trustee, the principal of and premium, if any, on such Bond shall be payable by wire transfer in immediately available funds to such wire transfer address within the continental United States as shall be requested by any owner of Bonds in an aggregate amount of at least One Million Dollars ($1,000,000), if such owner shall have requested payment by such method in writing and shall have provided the Trustee with an account number and other necessary information for such purposes by the Record Date with respect to the applicable Interest Payment Date. All checks and drafts and, to the extent possible, wire transfers for the payment of the principal of, premium, if any, and interest on the Bonds shall include on the face thereof, the C.U.S.I.P. number and the appropriate payment amount for each C.U.S.I.P. number.

Section 2.03 Execution; Limited Obligation.

The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor of the Issuer, and attested with the manual or facsimile signature of the City Clerk of the Issuer, and shall have impressed or imprinted thereon the official seal of the Issuer (or a facsimile thereof). In case any officer of the Issuer whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with interest thereon, are not general or moral obligations of the Issuer, but are special, limited obligations of the Issuer, payable solely from the Revenues and other amounts derived from the G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities

(including earnings thereon), and shall be a valid claim of the respective owners thereof only against the moneys held by the Trustee under the Indenture (except as otherwise provided herein) which are hereby assigned, pledged and otherwise secured for the equal and ratable payment of the Bonds, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture or the Agreement. The Bonds and the interest thereon do not constitute an indebtedness, liability, general or moral obligation or a loan of credit of the Issuer, the State, any political subdivision thereof or any Lender, within the meaning of any constitutional or statutory provisions, but are payable solely from the sources above described. Neither the faith and credit nor the taxing power of the Issuer, the State or any political subdivision thereof, nor the faith and credit of the Lender is pledged to the payment of the principal of the Bonds or the premium, if any, or the interest thereon or other costs incident thereto. The Issuer does not have any right or authority to levy taxes to pay the principal of, premium, if any, or interest on the Bonds or any judgment against the Issuer on account thereof. No owner of any Bonds shall have the rights to compel any exercise of the taxing power of the Issuer, the State or any political subdivision thereof to pay the Bonds or the premium, if any, or the interest thereon.

Section 2.04 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 herein set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Bonds issued under this Indenture.

Section 2.05 Form Of Bonds.

The Bonds issued under this Indenture shall be substantially in the respective forms set forth in (Sub)Exhibit A and (Sub)Exhibits B-1 and B-2 attached hereto and made a part hereof, with such variations, omissions and insertions as are permitted or required by this Indenture.

Section 2.06 Delivery Of Bonds.

Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them as directed by the Issuer and as hereinafter in this Section 2.06 provided.

Prior to the deliver by the Trustee of any of the Bonds, the Trustee shall receive the available funds of the Issuer described in Section 2.10 hereof, and there shall be filed with the Trustee:

(a) Copies, duly certified by the City Clerk of the Issuer, of the ordinance authorizing the issuance of the Bonds and the execution and delivery of the Agreement and this Indenture.

(b) Executed counterparts of this Indenture, the Agreement and the Investment Agreement.

(c) A request and authorization to the Trustee on behalf of the Issuer and signed by the Chief Financial Officer or the City Comptroller and the City Clerk of the Issuer to authenticate and deliver the Bonds to the purchaser therein identified (i.e., the Original Purchaser or its nominees) upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such request and authorization, plus accrued interest thereon, if any, to the date of delivery. The proceeds of such payment shall be paid over to the Trustee and deposited in the various Funds and Accounts specified in, and pursuant to, Articles II and V of this Indenture.

(d) An opinion of Bond Counsel to the effect that the Bonds have been validly issued by the Issuer and that the interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes.

Upon receipt of these documents and moneys, the Trustee shall authenticate and deliver the Bonds to or upon the order of the Original Purchaser or its nominees, but only upon payment to the Trustee of the purchase price of the Bonds, together with accrued interest thereon, if any.

Section 2.07 Mutilated, Lost, Stolen Or Destroyed Bonds.

In the event that any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate, a new Bond of like series, date, maturity, interest rate and denomination as that mutilated, lost, stolen or destroyed; provided, that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and, in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory

to the Issuer and the Trustee, together with any indemnity satisfactory to them. Further, in the case of a past due or a matured, lost, stolen or destroyed Bond, the Trustee shall pay the face amount of such past due or matured Bond upon delivery to the Issuer and the Trustee of evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with any indemnity satisfactory to them. The Issuer and the Trustee may charge the owner of such Bond their reasonable fees and expenses in this connection.

Section 2.08 Registration And Exchange Of Bonds; Persons Treated As Owners.

The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the Bond Registrar of the Issuer. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Issuer or by the owners (or a designated representative thereof) of fifteen percent (15%) or more in aggregate principal amount of the Bonds then outstanding.

Each Bond is transferable by the owner thereof in person or by his duly authorized attorney in writing at the principal corporate trust office of the Trustee. Upon surrender for transfer of any Bond at such office, the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of like series, date, maturity, interest rate and of authorized denomination or denominations for the same aggregate principal amount; provided, that upon the conversion of Series 1996-A Bonds into Series 1996-B Bonds, pursuant to Section 2.02 hereof, the new Bond or Bonds representing Series 1996-A Bonds which have been converted into Series 1996-B Bonds shall not be of a like series but shall be delivered as Series 1996-B Bonds.

Each Bond may be exchanged by the owner thereof in person or by his duly authorized attorney in writing at the principal corporate trust office of the Trustee. Upon surrender for exchange, the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of like series, date, maturity, interest rate and any other authorized denomination or denominations for the same aggregate principal amount; provided, that upon the conversion of Series 1996-A Bonds into Series 1996-B Bonds, pursuant to Section 2.02 hereof, the new Bond or Bonds which represent Series 1996-A Bonds which have been converted into Series 1996-B Bonds shall not be of a like series, but shall be delivered as Series 1996-B Bonds.

All Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the owner or by his duly authorized attorney. The Trustee may require payment of a sum sufficient to cover any tax, fee or other

governmental charge required to be paid with respect to such transfer or exchange.

The Issuer and the Trustee shall not be required to transfer or exchange any Bonds (a) during a period beginning at the opening of business on any date of selection of Bonds to be redeemed prior to maturity and ending at the close of business on the day on which the applicable notice of redemption is given, or (b) selected, called or being called for redemption prior to maturity in whole or in part, or (c) during a period commencing on the Record Date next preceding an Interest Payment Date through and including such Interest Payment Date.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered for transfer or exchange.

The person in whose name any registered Bond is registered may be deemed the owner thereof by the Issuer and the Trustee, and any notice to the contrary shall not be binding upon the Issuer or the Trustee. In no event shall the Trustee register any Bond to bearer.

Section 2.09 Destruction Of Bonds.

Whenever any outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment of the principal amount represented thereby, for replacement pursuant to Section 2.07 hereof, or for transfer or exchange pursuant to Section 2.08 hereof, for partial redemption pursuant to Section 3.04 hereof, or upon a failure to remarket and certain other circumstances described in Section 3.08 hereof, such Bond shall be promptly canceled and periodically destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be periodically furnished by the Trustee to the Issuer upon request.

Section 2.10 Application Of Bond Proceeds And Other Amounts.

(a) On the Bond Closing Date, the Trustee shall receive from the Original Purchaser of the Bonds the sum of $_____, plus accrued interest, if any, representing the proceeds from the sale of the Bonds (the "Bond Proceeds"). On or prior to the Bond Closing Date, the Trustee shall receive from the Issuer $_____ of other available moneys.

(b) The Bonds Proceeds and a portion of other available moneys shall be applied as follows:

(i) $_____ shall be deposited into Subaccount A of the Acquisition Account of the Program Fund;

(ii) $_____ shall be deposited into Subaccount B of the Acquisition Account of the Program Fund;

(iii) $_____ shall be deposited into the Targeted Area Acquisition Account of the Program Fund.

(c) A portion of the available moneys in the amount of $_____ shall be deposited into the Costs of Issuance Fund; and

(d) The remaining available moneys (including without limitation moneys derived from the provider of the Investment Agreement) received from the Issuer shall be deposited into the Capitalized Interest Fund.

Section 2.11 Temporary Bonds.

Until Bonds in definitive form are ready for delivery, the Issuer may execute, and, upon the request of the Issuer, the Trustee shall authenticate and deliver, subject to the provisions, limitations and conditions set forth above, one or more Bonds in temporary form, whether printed, typewritten, lithographed or otherwise produced, substantially in the form of the definitive Bonds, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit of this Indenture. Upon the presentation and surrender of any Bond or Bonds in temporary form, the Issuer shall, without unreasonable delay, prepare, execute and deliver to the Trustee, and the Trustee shall authenticate and deliver, in exchange therefor, a Bond or Bonds in definitive form. Such exchange shall be made by the Trustee without making any charge therefor to the owner of such Bond in temporary form. Notwithstanding anything in this Indenture (and particularly this Section 2.11) to the contrary, while Bonds are maintained in a book-entry system pursuant to Section 2.15 thereof, the Bonds may be prepared in typewritten form.

Section 2.12 Pledge Effected By Indenture.

The F.N.M.A. Securities, the F.H.L.M.C. Securities, the G.N.M.A. Securities, all amounts that may be received under a G.N.M.A. Guaranty Agreement, all right, title and interest of the Issuer in and to each F.N.M.A. Security, each F.H.L.M.C. Security and each G.N.M.A. Guaranty Agreement with respect to G.N.M.A. Securities held under this Indenture, the Revenues and all amounts held in any Fund or Account under this Indenture, except to the extent provided in Sections 5.01(d), 5.05 and 5.06 hereof as to amounts free and clear of any trust, lien or pledge created by this

Indenture, are hereby assigned and pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds on a ratable basis among such Bonds (except as otherwise provided herein), subject only to the provisions of this Indenture permitting the application thereof for other purposes.

Section 2.13 Nonpresentment Of Bonds.

Except as set forth in Section 2.02, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, upon redemption prior to maturity or otherwise, if moneys sufficient to pay such Bond shall have been deposited with the Trustee for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability to the Issuer, any owner of any Bond or any other person for interest thereon, for the benefit of the owner of such Bond, who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within two (2) years after the date on which the same shall have become due shall be paid by the Trustee to the Issuer, free from the trusts created by this Indenture. Such moneys shall be distributed to the Issuer as provided in Section 5.12 of this Indenture. Thereafter, the owners of the Bonds shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid by the Trustee. The Issuer shall apply the sums paid to them pursuant to this Section 2.13 in accordance with applicable law, but shall not be liable for any interest on such sums paid to it pursuant to this Section 2.13 and shall not be regarded as a Trustee of such money.

Section 2.14 Information Reporting.

The Trustee shall make available to bondholders and any Rating Agency, upon request, and without charge, the outstanding principal balances of the Bonds by series, maturity and redemption history (including redemption date, amount, source of funds, and distribution of the call to maturities). The Trustee shall provide to Bondholders and any Rating Agency, upon written request, and for a reasonable charge, a copy of HUD Form 11710-A. For purposes of this Section 2.14 the term "bondholder" shall include any person or entity certifying in writing that they are a bondholder or beneficial holder of Bonds if the Bonds are registered in the name of any securities depository. The Trustee shall provide to any Rating Agency any other information relating to the Bonds, which the Trustee may have, as shall be reasonably requested in writing by such Rating Agency.

Section 2.15 Book-Entry System.

The Trustee may enter into an agreement with a securities depository registered under Section 17A of the Securities Exchange Act of 1934, as amended (the "Securities Depository"), which is the record owner of the Bonds, to establish procedures with respect to the Bonds owned by such Securities Depository.

Article III.

Redemption And Mandatory Tender Of Bonds.

Section 3.01 Terms Of Redemption.

(a) Optional Redemption of Series Series 1996-A Bonds. The Series 1996-A Bonds maturing on _____ 1, 20___, shall be subject to redemption prior to maturity at the option of the Issuer (from any available moneys, other than moneys to be used to mandatorily redeem Bonds pursuant hereto) on any date on and after January 1, 2006, as a whole or in part by lot in such manner as shall be designated by the Trustee, at the redemption prices set forth in the table below (expressed as percentages of the principal amount thereby being redeemed) plus accrued interest to the date fixed for redemption:

Redemption Dates (Dates Inclusive)	Redemption Prices
January 1, 2006 through December 31, 2006	103%
January 1, 2007 through December 31, 2007	102
January 1, 2008 through December 31, 2008	101
January 1, 2009 and thereafter	100

The Series 1996-A Bonds maturing on _____ 1, 20__, shall be subject to redemption prior to maturity at the option of the Issuer (from any available moneys, other than moneys to be used to mandatorily redeem Bonds pursuant hereto) on any date on and after January 1, 2006, as a whole or in part by lot in such manner as shall be designated by the Trustee, at the redemption prices set forth in the table below (expressed as percentages of the principal amount thereby being redeemed) plus accrued interest to the date fixed for redemption:

Redemption Dates (Dates Inclusive)	Redemption Prices
January 1, 2006 through December 31, 2006	105%
January 1, 2007 through December 31, 2007	104
January 1, 2008 through December 31, 2008	103
January 1, 2009 through December 31, 2009	102
January 1, 2010 through December 31, 2010	101
January 1, 2011 and thereafter	100

(b) Optional Redemption of Series 1996-B Bonds. The Series 1996-B Bonds which constitute term Bonds maturing on the earlier of the maturity dates with respect to the Series 1996-B Bonds which are term Bonds shall be subject to redemption prior to maturity at the option of the Issuer (from any available moneys, other than moneys to be used to mandatorily redeem Bonds pursuant hereto) on any date on and after the tenth anniversary date of the Conversion Date as a whole or in part by lot in such manner as shall be designated by the Trustee, at the redemption prices set forth in the table below (expressed as percentages of the principal amount thereby being redeemed) plus accrued interest to the date fixed for redemption:

Redemption Dates (Dates Inclusive)	Redemption Prices
Tenth anniversary date of Conversion Date to day before eleventh anniversary date	103%
Eleventh anniversary date of Conversion Date to day before twelfth anniversary date	102
Twelfth anniversary date of Conversion Date to day before thirteenth anniversary date	101
Thirteenth anniversary date and thereafter	100

The Series 1996-B Bonds which constitute term Bonds maturing on the later of the maturity dates with respect to the Series 1996-B Bonds which are term Bonds shall be subject to redemption prior to maturity at the option

of the Issuer (from any available moneys, other than moneys to be used to mandatorily redeem Bonds pursuant hereto) on any date on and after the tenth anniversary date of the Conversion Date as a whole or in part by lot in such manner as shall be designated by the Trustee, at the redemption prices set forth in the table below (expressed as percentages of the principal amount thereby being redeemed) plus accrued interest to the date fixed for redemption:

Redemption Dates (Dates Inclusive)	Redemption Prices
Tenth anniversary date of Conversion Date to day before eleventh anniversary date	105%
Eleventh anniversary date of Conversion Date to day before twelfth anniversary date	104
Twelfth anniversary date of Conversion Date to day before thirteenth anniversary date	103
Thirteenth anniversary date of Conversion Date to day before fourteenth anniversary date	102
Fourteenth anniversary date of Conversion Date to day before fifteenth anniversary date	101
Fifteenth anniversary date of Conversion Date and thereafter	100

(c) Special Mandatory Redemption of Series 1996-A Bonds. The Series 1996-A Bonds shall be subject to special mandatory redemption prior to maturity at a redemption price equal to one hundred percent (100%) of the principal amount thereof being redeemed, plus accrued interest thereon to the date fixed for redemption, as follows:

(1) as a whole or in part, on the first day of each calendar month, from amounts on deposit in Account A of the Redemption Fund representing Prepayments with respect to Securities purchased by the Trustee on or prior to the Initial Reset Date (or after the Initial Reset Date, with respect to Securities purchased from moneys on deposit in Subaccount A of the Acquisition Account, if the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have not been converted to Series 1996-B Bonds, and/or from moneys on deposit in the Targeted Area Acquisition Account, if the Series 1996-A Bonds relating to moneys on deposit in the Targeted Area Acquisition Account have not

been converted to Series 1996-B Bonds), together with other available moneys, and to the extent that the amount on deposit in Account A of the Redemption Fund is at least Twenty-five Thousand Dollars ($25,000) subject to the provisions of Section 5.03 hereof; and

(2) as a whole, on any date, if amounts held in the Revenue Fund, the Interest Fund, the Principal Fund, the Rebate Fund (exclusive of the Rebate Amount) and the Redemption Fund are sufficient to redeem the Bonds prior to maturity and shall be transferred to the Redemption Fund, pursuant to Section 5.11 of this Indenture, and to pay the Trustee's Fee and Program Expenses then due and payable.

In the event that the Series 1996-A Bonds are called for redemption prior to maturity in part pursuant to Section 3.01(c)(1), the moneys available for redemption shall be applied (i) in the event that the outstanding aggregate principal amount of the Series 1996-A Bonds as of the date fixed for redemption (after giving effect to the payment of any principal of the Series 1996-A Bonds maturing or subject to redemption prior to maturity on such date, including redemptions pursuant to Section 3.01(c)(1) hereof) is greater than or equal to the aggregate principal amount of Series 1996-A Bonds outstanding on such date as set forth in (Sub)Exhibit C attached hereto and made a part hereof multiplied by the Placement Ratio, to the Series 1996-A Bonds on a pro rata basis from among all outstanding maturities of the Series 1996-A Bonds (provided, that the moneys to be used to redeem the portion of the Series 1996-A Bonds maturing on _____ 1, 20__, as so calculated, shall be used to redeem Series 1996-A Bonds maturing on _____ 1, 20__), unless Series 1996-A Bonds maturing on _____ 1, 20__, shall be the only Series 1996-A Bonds outstanding, in which event such Series 1996-A Bonds maturing on such date shall be called for redemption prior to maturity, or (ii) in the event that the outstanding aggregate principal amount of the Series 1996-A Bonds as of the date fixed for redemption (after giving effect to the payment of any principal of the Series 1996-A Bonds maturing or subject to redemption prior to maturity on such date, including redemptions pursuant to Section 3.01(c) hereof) is less than the aggregate principal amount of Series 1996-A Bonds outstanding as set forth in (Sub)Exhibit C attached hereto and made a part hereof multiplied by the Placement Ratio, to the maturities of the Series 1996-A Bonds on a pro rata basis.

(d) Special Mandatory Redemption of Series 1996-B Bonds. The Series 1996-B Bonds shall be subject to special mandatory redemption prior to maturity at a redemption price equal to one hundred percent (100%) of the principal amount thereof being redeemed, plus accrued interest thereon to the date fixed for redemption (and in the even of a redemption prior to maturity pursuant to Section 3.01(d)(1) hereof, a premium equal to any premium paid by an initial purchaser of a Series 1996-B Bond on the Conversion Date, if any, as follows:

(1) as a whole or in part, on _____ 1, 1997, or such later date as shall be determined in accordance with Section 5.01(c) hereof, from moneys transferred to Account B of the Redemption Fund from the Program Fund pursuant to Section 5.01(c) hereof, and representing Bond proceeds which have not been used to purchase G.N.M.A. Securities, F.H.L.M.C. Securities, or F.N.M.A. Securities by such date;

(2) as a whole or in part, on the first day of each calendar month, from amounts on deposit in Account B of the Redemption Fund representing Prepayments derived from Securities purchased by the Trustee after the Initial Reset Date (except Securities purchased after the Initial Reset Date, from moneys on deposit in Subaccount A of the Acquisition Account, if the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of Acquisition Account have not been converted to Series 1996-B Bonds, and/or from moneys on deposit in the Targeted Area Acquisition Account if the Series 1996-A Bonds relating to moneys on deposit in the Targeted Area Acquisition Account have not been converted to Series 1996-B Bonds), together with other available moneys, and to the extent that the amount on deposit in Account B of the Redemption Fund is at least Twenty-five Thousand Dollars ($25,000), subject to the provisions of Section 5.03 hereof; and

(3) as a whole, on any date, if amounts held in the Revenue Fund, the Interest Fund, the Principal Fund, the Rebate Fund (exclusive of the Rebate Amount) and the Redemption Fund are sufficient to redeem the Bonds prior to maturity and shall be transferred to the Redemption Fund, pursuant to Section 5.11 of this Indenture, and to pay the Trustee's Fee and Program Expenses then due and payable.

In the event that the Series 1996-B Bonds are called for redemption prior to maturity in part pursuant to Section 3.01(d)(1) hereof, the moneys available for redemption shall be applied among the maturities of the Series 1996-B Bonds on a pro rata basis. In the event that the Series 1996-B Bonds are called for redemption prior to maturity in part pursuant to Section 3.01(d)(2), the moneys available for redemption shall be applied (i) in the event that the outstanding aggregate principal amount of the Series 1996-B Bonds as of the date fixed for redemption (after giving effect to the payment of any principal of the Series 1996-B Bonds maturing or subject to redemption prior to maturity on such date, including redemptions pursuant to Section 3.01(d)(2) hereof) is greater than or equal to the aggregate principal amount of Series 1996-B Bonds outstanding on such date as set forth in the Conversion Date Confirmation multiplied by the placement ratio identified in the Conversion Date Confirmation, to the Series 1996-B Bonds on a pro rata basis from among all outstanding maturities of the Series 1996-B Bonds (provided, that the moneys to be used to redeem the portion of the Series 1996-B Bonds constituting term Bonds and maturing on the later of the maturity dates with respect to the Series 1996-B Bonds

which are term Bonds, as so calculated, shall be used to redeem Series 1996-B Bonds constituting term Bonds maturing on the earlier of the maturity dates with respect to the Series 1996-B Bonds which are term Bonds) unless Series 1996-B Bonds constituting term Bonds maturing on the later of the dates with respect to the Series 1996-B Bonds which are term Bonds, shall be the only Series 1996-B Bonds outstanding, then such Series 1996-B Bonds maturing on such date shall be called for redemption prior to maturity, or (ii) in the event that the outstanding aggregate principal amount of the Series 1996-B Bonds as of the date fixed for redemption (after giving effect to the payment of any principal of the Series 1996-B Bonds maturing or subject to redemption prior to maturity on such date, including redemptions pursuant to Section 3.01(d)(2) hereof) is less than the aggregate principal amount of Series 1996-B Bonds outstanding as set forth in the Conversion Date Confirmation multiplied by said placement ratio, to the maturities of the Series 1996-B Bonds on a pro rata basis.

(e) Mandatory Sinking Fund Redemption of Series 1996-A Bonds. As and for a sinking fund for the mandatory redemption of the Series 1996-A Bonds maturing on _____ 1, 20__, the Issuer shall deposit or cause to be deposited in the Principal Fund in accordance with the provisions of Section 5.03 hereof a sum in immediately available funds which, together with other moneys available therefor in the Principal Fund, is sufficient to redeem (after credit as provided below) said Series 1996-A Bonds in part by lot in such manner as shall be designated by the Trustee (plus accrued interest to the date fixed for redemption) in the principal amounts on January 1 and July 1 of the years, as follows:

Date	Principal Amount

If Series 1996-A Bonds maturing on _____ 1, 20__ shall have been called for redemption in part from a source other than from a mandatory sinking fund payment, then the amount of the remaining semi-annual sinking fund installments for such Series 1996-A Bonds shall be reduced as provided in Section 3.06 of this Indenture.

As and for a sinking fund for the mandatory redemption of the Series 1996-A Bonds maturing on _____ 1, 20__, the Issuer shall deposit or cause to be deposited in the Principal Fund in accordance with the provisions of Section 5.03 hereof a sum in immediately available funds which, together with other moneys available therefor in the Principal Fund, is sufficient to redeem (after credit as provided below) said Series 1996-A Bonds in part by lot in such manner as shall be designated by the Trustee (plus accrued

interest to the date fixed for redemption) in the principal amounts on January 1 and July 1 of the year, as follows:

Date	Principal Amount	Date	Principal Amount

If the Series 1996-A Bonds maturing on _____ 1, 20____, shall have been called for redemption in part from a source other than from a mandatory sinking fund payment, then the amount of the remaining semi-annual sinking fund installments for such Series 1996-A Bonds shall be reduced as provided in Section 3.06 of this Indenture.

(f) Mandatory Sinking Fund Redemption of Series 1996-B Bonds. As and for a sinking fund for the mandatory redemption of the Series 1996-B Bonds constituting term Bonds and maturing on the earlier maturity date of the Series 1996-B Bonds constituting term Bonds, the Issuer shall deposit or cause to be deposited in the Principal Fund in accordance with the provisions of Section 5.03 hereof a sum in immediately available funds which, together with other moneys available therefor in the Principal Fund, is sufficient to redeem (after credit as provided below) said Series 1996-B Bonds in part by lot in such manner as shall be designated by the Trustee (plus accrued interest to the date fixed for redemption) in the principal amounts on January 1 and July 1 of the years, as set forth in the Conversion Date Confirmation. If Series 1996-B Bonds maturing on such date shall have been called for redemption in part from a source other than from a mandatory sinking fund payment, then the amount of the remaining semi-annual sinking fund installments for such Series 1996-B Bonds shall be reduced as provided in Section 3.06 of this Indenture.

As and for a sinking fund for the mandatory redemption of the Series 1996-B Bonds constituting term Bonds and maturing on the later maturity date of the Series 1996-B Bonds constituting term Bonds, the Issuer shall deposit or cause to be deposited in the Principal Fund in accordance with the provisions of Section 5.03 hereof a sum in immediately available funds which, together with other moneys available therefor in the Principal Fund, is sufficient to redeem (after credit as provided below) said Series 1996-B Bonds in part by lot in such manner as shall be designated by the Trustee (plus accrued interest to the date fixed for redemption) in the principal amounts on January 1 and July 1 of the years set forth in the Conversion Date Confirmation. If the Series 1996-B Bonds maturing on such date shall have been called for redemption in part from a source other than from a mandatory sinking fund payment, then the amount of the remaining semi-annual sinking fund installments for such Series 1996-B Bonds shall be reduced as provided in Section 3.06 of this Indenture.

Section 3.02 Selection Of Bonds For Redemption.

In the event of redemption of less than all of the outstanding Bonds, redemption shall be within a series and within a maturity by lot, and shall be in accordance with the provisions set forth in this Indenture. The Trustee shall assign to each outstanding Bond a distinctive number for each Five Thousand Dollars ($5,000) of the principal amount of such Bond and shall select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to such Bonds as many numbers as, at Five Thousand Dollars ($5,000) for each number, shall equal the principal amount of the Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected; but only so much of the principal amount of each Bond of a denomination of more than Five Thousand Dollars ($5,000) shall be redeemed as shall equal Five Thousand Dollars ($5,000) for each number assigned to it and so selected.

Section 3.03 Notice Of Redemption.

(a) Required Notice. Notice of redemption shall be mailed by first class mail, postage prepaid, not less than thirty (30) days (or, in the event of a redemption prior to maturity pursuant to Section 3.01(d)(1) hereof, not less than fifteen (15) days nor more than sixty (60) days prior to the date fixed for redemption, to the owners of any Bonds, or portions thereof, designated for redemption at their addresses appearing on the registration books maintained by the Trustee. Each notice of redemption shall state the name of the Bonds (including the series designation), the redemption price, the dated date of the Bonds, the series, the interest rate, the maturity date, the publication date (date of publication in a newspaper or date of mailing of notices to owners of the Bonds and information services), the date fixed for redemption, the place or places of redemption, the maturities to be redeemed with C.U.S.I.P. numbers and, if less than all Bonds, the numbers of the Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed, and shall also state that on said date there will become due and payable on each of said Bonds the redemption price thereof, together with interest accrued thereon to the date fixed for redemption, and that from and after such date fixed for redemption interest thereon shall cease to accrue, and shall require that such Bonds be then presented and surrendered (except as otherwise provided herein). The failure of an owner to receive such notice so mailed shall not affect the sufficiency of the proceedings for the redemption of any Bond; and neither the failure to mail such notice nor any defect in any notice so mailed shall affect the sufficiency of any of the proceedings for the redemption of Bonds owned by any other owner. Notice of redemption of Bonds shall be given by the Trustee for and on behalf of the Issuer. Such notice shall be deemed to have been given when mailed, as required pursuant to this subsection (a), to the owner of each Bond.

A second notice of redemption, containing the information required in the preceding paragraph, shall be mailed no more than sixty (60) days after the specified redemption date by registered or certified mail, postage prepaid, to any owner of any Bond who has not turned in Bonds for redemption by the date of said second notice.

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

Each further notice of redemption given hereunder shall contain the information required by subsection (a) above, plus (i) the date such notice has been or will be mailed pursuant to subsection (a) above; (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; and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed.

Each further notice of redemption shall be sent at least thirty (30) days (or, in the event of a redemption prior to maturity pursuant to Section 3.01(d)(1) hereof, not less than fifteen (15) days but no more than sixty (60) days before the date fixed for redemption by registered or certified mail (postage prepaid) or overnight delivery service to the owner of One Million Dollars ($1,000,000) or more in aggregate principal amount of the Bonds then outstanding and to the following registered securities depositories, such that the notice is received at least two (2) days prior to the transmission of notice to the owners of the Bonds being called for redemption (or such greater or lesser time as shall then prevail in the corporate trust industry): The Depository Trust Company of New York, New York, and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania, and to at least two (2) 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 Call Bond Service, Moody's Municipal and Government Called Bond Service or Standard & Poor's Called Bond Record.

Section 3.04 Partial Redemption.

Upon surrender of any Bond redeemed in part only, the Issuer shall execute, and the Trustee shall authenticate and deliver to the owner thereof, at the expense of the Issuer, a new Bond or Bonds of like series, date, maturity, interest rate and of authorized denomination or denominations, equal in aggregate principal amount to the unredeemed portion of the Bond so surrendered; provided, that upon conversion of the Series 1996-A Bonds

into Series 1996-B Bonds, pursuant to Section 2.02 hereof, the new Bond or Bonds representing Series 1996-A Bonds which have been converted into Series 1996-B Bonds shall not be of a like series, but shall be delivered as Series 1996-B Bonds.

Section 3.05 Effect Of Redemption.

Prior to the mailing of the notice of redemption pursuant to Section 3.03 hereof, moneys shall be deposited with the Trustee or be available under the Investment Agreement to pay, and the Trustee is hereby authorized and directed to apply such moneys to the payment of, the principal of and premium, if any, on the Bonds or portions thereof called, together with accrued interest thereon to the date fixed for redemption. Notice of redemption having been duly given as aforesaid, and moneys being held by the Trustee for payment of the redemption price of, and interest so accrued on, the Bonds so called for redemption on the date fixed for redemption designated in such notice, said Bonds shall become due and payable at the redemption price specified in such notice, and interest on the Bonds so called for redemption shall cease to accrue. Said Bonds shall cease to be entitled to any benefit or security under this Indenture, and the owners of said Bonds shall have no rights in respect thereof, except to receive payment of said redemption price and accrued interest.

Section 3.06 Mandatory Sinking Fund Credits.

In the event that the Bonds of a maturity have been redeemed prior to maturity pursuant to Section 3.01(a), Section 3.01(b), Section 3.01(c) or Section 3.01(d) hereof, the mandatory sinking fund installments (including the final maturity of such Bonds subject to mandatory sinking fund redemption) to be reduced pursuant to Section 3.01(e) hereof or Section 3.01(f) hereof, as the case may be, shall be reduced by crediting the principal amount of such Bonds so redeemed against such sinking fund installments and maturity on a pro rata basis, rounded to the nearest Five Thousand Dollar ($5,000) increment, such basis to be determined and effectuated by multiplying the total amount of such credit by the ratio which the outstanding principal amount of each such sinking fund installment and final maturity bears to the principal amount of all the Bonds of such maturity then outstanding.

Section 3.07 Mandatory Tender Of Bonds.

Subject to the provisions below, the owners of all or a portion of the Series 1996-A Bonds as selected in accordance with Section 5.01(c) hereof and the Series 1996-B Bonds shall be required to tender such Bonds to the Trustee for purchase on (i) the Initial Reset Date, (ii) on the fifteenth (15th) day of each calendar month after the Initial Reset Date, to and including _____

15, 1996, prior to the Conversion Date and (iii) with respect to a portion of the Series 1996-A Bonds (relating to moneys on deposit in Subaccount A of the Acquisition Account and/or moneys on deposit in the Targeted Area Acquisition Account), as selected in accordance with Section 5.01(c) hereof, on such date on or before _____ 1, 1997, or such later date as shall be determined in accordance with Section 5.01(c) hereof, as shall be specified by the Remarketing Agent (each a "Mandatory Tender Date"), all as more fully provided in this Section 3.07. If Series 1996-A Bonds are subject to mandatory tender in part, they shall be selected by the Trustee for mandatory tender on a pro rata basis among all maturities of the Series 1996-A Bonds.

Notice of a mandatory tender shall be given by the Trustee by first class mail, postage prepaid, to the Remarketing Agent and to the owners of all Bonds subject to mandatory redemption at their addresses appearing on the registration books of the Issuer maintained by the Trustee, as Bond Registrar, not less than ten (10) days nor more than fifteen (15) days prior to the Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date, and shall state that all Bonds subject to mandatory tender shall be tendered by the owners thereof for purchase at or before 10:00 A.M., Chicago 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 Trustee at its principal 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 Trustee), 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, plus a premium of ____ percent (____%) in the case of Series 1996-A Bonds maturing on _____ 1, 20__, and any such Bond which 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 or 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 subject to mandatory tender shall be tendered by the owner thereof to the Trustee for purchase at or before 10:00 A.M., Chicago 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 Trustee at its principal 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 Trustee). On the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), the Trustee shall purchase, or cause to be purchased, all such Bonds at a purchase price equal to the principal

amount thereof, plus premium, if any, and accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be drawn by the Trustee from the Bond Purchase Fund as provided in Section 5.13 of this Indenture.

If there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price of all Bonds tendered or deemed to be 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 3.07 on the Mandatory Tender Date. The Trustee shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds which are not tendered for purchase on the 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 2.09 of this Indenture.

Section 3.08 Procedures For Purchase Of Bonds.

Unless otherwise directed by the Issuer 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 3.07 of this Indenture. The Issuer may at any time, upon written direction to the Remarketing Agent, direct the Remarketing Agent to cease or resume the remarketing of some or all of the Bonds. Bonds shall not be remarketed pursuant to this Section 3.08 until (i) the Trustee shall have been provided with an opinion of Bond Counsel to the effect that such remarketing will not affect the tax status of the interest on the Bonds for federal income tax purposes, which opinion shall be delivered to the Trustee on the Mandatory Tender Date, and (ii) prior to any offering of any such Bonds to prospective purchasers, the Trustee and the Remarketing Agent shall have received a confirmation of the rating of the Bonds from the Rating Agency with respect to any Mandatory Tender Date, other than the Conversion Date, or a rating of the Bonds from the Rating Agency with respect to any Mandatory Tender Date which is the Conversion Date.

At or prior to noon, Chicago time, on the Business Day immediately preceding the applicable Mandatory Tender Date (or at such other time to which the Trustee shall agree), the Remarketing Agent shall give telegraphic or telephonic notice, promptly confirmed in writing to the Trustee and the Issuer, 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 3.08. The Remarketing Agent shall make appropriate settlement arrangements for the purchase of Bonds which have

remarketed pursuant to this Section 3.08 between the purchasers of such remarketed Bonds and the Trustee, and shall direct said purchasers by appropriate instructions to pay in immediately available funds all moneys for the purchase price of the Bonds which have been remarketed pursuant to this Section 3.08 to the Trustee for deposit in the Bond Purchase Fund pursuant to Section 5.13 hereof at or before 10:00 A.M., Chicago time, on the Mandatory Tender Date (or on the immediately following Business Day if the Mandatory Tender Date is not a Business Day). The Trustee shall deposit the proceeds of any such remarketing in the Bond Purchase Fund pursuant to Section 5.13 hereof, and the Trustee shall hold and disburse such moneys pursuant to this Section 3.08 and Sections 3.09 and 5.13 of this Indenture.

At or prior to 2:00 P.M., Chicago time, on each Mandatory Tender Date (or the immediately following Business Day if such Mandatory Tender Date is not a Business Day), the Trustee, only to the extent it shall have received sufficient moneys for such purpose, shall:

(i) pay the purchase price to each owner of a Bond (or portion thereof) tendered for purchase in federal or other immediately available funds, or by wire transfer to the registered owner thereof in the event that the registered owner of at least One Million Dollars ($1,000,000) in aggregate principal amount of Bonds shall have given written notice to the Trustee directing the Trustee to make such payment of purchase price by wire transfer and identifying the location within the continental United States and the number of the account to which such payment should be wired; the Trustee shall pay each such purchase price from moneys on deposit in the Bond Purchase Fund in the manner set forth in Section 5.13 hereof; provided, that the Trustee 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 Trustee; and

(ii) redeliver or cancel all Bonds so tendered in accordance with Section 5.13 of this Indenture.

Notwithstanding any provision herein contained to the contrary, any Bond remarketed by the Remarketing Agent which has been called for prior redemption pursuant to this Article III 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 3.07 hereof shall be redelivered with a copy of the notice of mandatory tender.

Any Bonds which have been tendered or deemed to be tendered for purchase on any Mandatory Tender Date and which have not been remarketed on the Mandatory Tender Date (either because the Remarketing Agent shall have failed to remarket such Bonds or the Remarketing Agent

cannot remarket the principal amount of such Bonds in order to remarket premium Bonds or otherwise) shall be cancelled and destroyed by the Trustee pursuant to Section 2.09 of this Indenture. Any Series 1996-A Bonds, if any, subject to mandatory tender on the Mandatory Tender Date described in clause (iii) of the first paragraph of Section 3.07 hereof, shall be cancelled and destroyed by the Trustee pursuant to Section 2.09 of this Indenture. In the event that a portion of the Series 1996-A Bonds tendered or deemed to be tendered for purchase on the Initial Reset Date, or on a Mandatory Tender Date described in clause (iii) of the first paragraph of Section 3.07 hereof, shall not be remarketed, the Trustee shall select Series 1996-A Bonds for cancellation on a pro rata basis from among all outstanding maturities of the Series 1996-A Bonds.

Section 3.09 Duties Of The Trustee Regarding Tendered Bonds.

The Trustee agrees that it shall:

(a) hold all Bonds delivered to it pursuant to Section 3.07 hereof in trust solely for the benefit of the respective owners of the Bonds 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) hold all moneys delivered to it pursuant to Sections 3.08 and 5.13 hereof for the purchase of Bonds in the Bond Purchase Fund in trust solely for the benefit of the person who shall have so delivered such moneys until the purchase date; and on and after the purchase date, the Trustee 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 Trustee 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 3.07 hereof, such moneys shall be held in trust for the benefit of the Issuer, to be applied in accordance with Section 5.13 of this Indenture.

Section 3.10 Duties Of The Remarketing Agent.

The Remarketing Agent shall perform the duties set out in Section 3.08 of this Indenture. The Remarketing Agent shall not remarket any Bonds to the Issuer. 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 under this Indenture.

Article IV.

General Covenants.

Section 4.01 Payment Of Principal, Premium And Interest.

The Issuer covenants that it will promptly pay 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, according to the true intent and meaning thereof; provided, that the principal, premium, if any, and interest are payable by the Issuer solely from the proceeds of the Bonds and the Revenues, and nothing in the Bonds or this Indenture should be considered as assigning or pledging any other funds or assets of the Issuer, other than the Trust Estate.

Section 4.02 Performance Of Covenants.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining to this Indenture. The Issuer covenants that it is duly authorized under the laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute and deliver this Indenture and the Agreement, to purchase the G.N.M.A. Securities, the F.H.L.M.C. Securities, and the F.N.M.A. Securities, to assign and pledge the Agreement and the G.N.M.A. Securities, the F.N.M.A. Securities and amounts payable thereunder, 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 and the Agreement 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 Issuer according to the terms thereof and of this Indenture.

Section 4.03 Instruments Of Further Assurance.

The Issuer agrees that the Trustee may defend its rights to the payments and other amounts due under the G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities, for the benefit of the owners of the Bonds, against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such bond indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, assigning, pledging and confirming unto the Trustee all and singular the rights assigned and pledged hereby and the amounts assigned and pledged

hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the Trust Estate; provided that the Trustee may sell the G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities in the event that the Bonds are being redeemed in whole pursuant to Section 3.01(a) and 3.01(b) hereof and there are sufficient funds (including the sale proceeds of the Securities) to pay the redemption price of the Bonds in full or in the event that the principal of the Bonds has been declared due and payable by acceleration pursuant to Section 8.02 hereof, but only if (i) the proceeds of the sale of the G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities, plus other available moneys under this Indenture, are sufficient to pay, or to provide for the payment of, the principal of, premium, if any, and interest on all of the Bonds then outstanding, together with all other amounts due and payable under this Indenture (including without limitation the Trustee's Fee and the Program Expenses), or (ii) the owners of one hundred percent (100%) in aggregate principal amount of the Bonds then outstanding consent in writing to such sale.

Section 4.04 Recording And Filing.

The Issuer will cause all financing statements related to this Indenture and all supplements hereto (except any initial financing statements filed on or about the Bond Closing Date), and such other documents as may be, in a Counsel's Opinion, acceptable to the Trustee, necessary to be kept and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the owners of the Bonds and the rights of the Trustee under this Indenture.

Section 4.05 Agreement.

The Agreement sets forth the covenants and obligations of the Lenders with respect to the Program, and reference is hereby made to the Agreement for a detailed statement of the covenants and obligations of the Lenders under the Agreement. The Issuer agrees that the Trustee in its name or (to the extent required by law) in the name of the Issuer may enforce all rights of the Issuer (except those rights not assigned and pledged to the Trustee hereunder) and all obligations of any Lenders under and pursuant to the Agreement for and on behalf of the owners of the Bonds, whether or not the Issuer is in default under this Indenture as and to the extent that the Agreement relates to the G.N.M.A. Securities, the F.H.L.M.C. Securities, the F.N.M.A. Securities and the Mortgage Loans related thereto.

Section 4.06 Books And Accounts.

The Issuer and the Trustee covenant and agree that all books and documents in their possession relating to the G.N.M.A. Securities, the F.H.L.M.C. Securities, the F.N.M.A. Securities, the Agreement and the Bonds and to the distribution of proceeds thereof shall at all times during regular business hours be open to inspection in accordance with the reasonable regulations of the Trustee (or the Issuer if the Issuer is keeping such books) by such accountants or other agencies as the other party may from time to time designate.

The Issuer (or the Trustee on its behalf) shall keep, or cause to be kept, proper books of record and account in which complete and accurate entries shall be made of all its transactions relating to the Program and all Funds and Accounts established by or pursuant to this Indenture, which shall at all reasonable times be subject to the inspection of the Trustee (or the Issuer if the Trustee is keeping such books) or of the owners of not less than fifteen percent (15%) in aggregate principal amount of the Bonds then outstanding or their representatives duly authorized in writing, such inspection to be in compliance with the reasonable regulations of the Trustee (or the Issuer if the Issuer is keeping such books).

Section 4.07 G.N.M.A. Securities.

(a) The Trustee shall not acquire Mortgage Loans, but shall disburse moneys from the Program Fund for the purpose of purchasing the G.N.M.A. Securities (representing Pools of Mortgage Loans) as provided in Section 5.01 of this Indenture, in addition to the F.H.L.M.C. Securities as provided in Section 4.08 hereof and the F.N.M.A. Securities as provided in Section 4.09 of this Indenture. The G.N.M.A. Securities shall be registered as provided in Section 5.01(a) hereof, and shall be held in trust by the Trustee for the benefit of the owners of the Bonds. The Trustee hereby agrees to accept the G.N.M.A. Securities delivered in accordance with the provisions of this Indenture. The G.N.M.A. Securities acquired by the Trustee on behalf of the Issuer shall be held at all times by the Trustee in trust for the benefit of the owners of the outstanding Bonds.

(b) In the event payment of the principal of and interest on the G.N.M.A. Securities is not received when due by the Trustee by the fifteenth (15th) day or twentieth (20th) day, as the case may be, of any calendar month (or the next succeeding Business Day, if the fifteenth (15th) day or twentieth (20th) day, as the case may be, is not a Business Day) or if the G.N.M.A. Securities are held by Participants Trust Corporation as provided in Section 5.01(a)(1) hereof, on the seventeenth (17th) day or twenty-second (22nd) day, as the case may be, of any calendar month (or the next succeeding Business Day, if the seventeenth (17th) day or twenty-second (22nd) day, as the case may be, is not a Business Day) the Trustee shall give telephonic notice of such failure to receive payment to the applicable Master Servicer or Servicing Lender

and G.N.M.A. (or its authorized agent), and demand payment from G.N.M.A..

Section 4.08 F.H.L.M.C. Securities.

The F.H.L.M.C. Securities shall be acquired from the Servicers by the Trustee on behalf of the Issuer, shall be held at all times by the Trustee in trust for the benefit of the owners of the outstanding Bonds, and shall be held in book-entry form as described in this Section 4.08. For a F.H.L.M.C. Security issued in book-entry form through the book-entry system of the Federal Reserve System, pursuant to which the F.H.L.M.C. Security shall have been registered on the books of the Federal Reserve Bank [acting as a "depositary" within the meaning of 1 C.F.R., Section 462.4(b)], the Trustee shall have received confirmation in writing that the depositary is holding such F.H.L.M.C. Security on behalf of, and has identified such F.H.L.M.C. Security on its records as belonging to, the Trustee. If the Trustee does not receive payment or advice of payment with respect to a F.H.L.M.C. Security when due by the close of business on the twenty-fifth day of any month (or if such day is not a Business Day, on the next Business Day), the Trustee shall in a timely manner demand payment from F.H.L.M.C. in connection with the guaranty of timely payments of principal and interest by F.H.L.M.C..

Neither the Issuer nor the Trustee shall sell or otherwise dispose of the F.H.L.M.C. Securities after their acquisition for an amount less than an amount sufficient, together with other amounts then held under this Indenture and available for the payment of the principal of and interest on the Bonds, to provide for the payment of all outstanding Bonds in accordance with Article VII hereof and the payment of all fees and expenses of the Trustee pursuant to Article VII hereof, except as provided in Article VIII hereof; provided, that any sale of F.H.L.M.C. Securities shall be subject to the restrictions on such sale set forth in this Indenture.

The Issuer and the Trustee hereby acknowledge that no F.H.L.M.C. Prospectus Supplement will be prepared or available as to the F.H.L.M.C. Securities. No F.H.L.M.C. Security shall be sold, assigned or otherwise disposed of, unless the conditions set forth in this Section 4.08 are satisfied, the Trustee has received either cash representing the purchase price of all the F.H.L.M.C. Securities or a bid from the purchase of all of the F.H.L.M.C. Securities, which purchaser is rated at least "A" by the Rating Agency, and, provided further, that the Trustee shall not mail notice of redemption of the Bonds unless it has either cash or, with the approval of the Trustee, a bid from such a purchaser for such purchase.

Section 4.09 F.N.M.A. Securities.

The F.N.M.A. Securities shall be acquired by the Trustee on behalf of the Issuer, shall be held at all times by the Trustee in trust for the benefit of the

owners of the outstanding Bonds, and shall be held in book-entry form as described in this Section 4.09. For a F.N.M.A. Security issued in book-entry form through the book-entry system of the Federal Reserve System, pursuant to which the F.N.M.A. Security shall have been registered in the name of the Trustee on the books of the Federal Reserve Bank [acting as a "depositary" within the meaning of 24 C.F.R., Section 81.44(b)], the Trustee shall have received confirmation in writing that the depositary is holding such F.N.M.A. Security on behalf of, and has identified such F.N.M.A Security on its records as belonging to, the Trustee. If the Trustee does not receive payment or advice of payment with respect to a F.N.M.A. Security when due by the close of business on the twenty-fifth (25th) day of any month (or if such day is not a Business Day, on the next Business Day), the Trustee shall immediately demand payment from F.N.M.A. in connection with the guaranty of timely payments of principal and interest by F.N.M.A..

Neither the Issuer nor the Trustee shall sell or otherwise dispose of the F.N.M.A. Securities after their acquisition for an amount less than an amount sufficient, together with other amounts then held under this Indenture and available for the payment of the principal of and interest on the Bonds, to provide for the payment of all Outstanding Bonds in accordance with Article VII hereof and the payment of all fees and expenses of the Trustee pursuant to Article VII hereof, except as provided in Article VIII hereof; provided, that any sale of F.N.M.A. Securities shall be subject to the restrictions on such sale set forth in the Pool Purchase Contract and this Indenture.

The Issuer and the Trustee hereby acknowledge that no F.N.M.A. Prospectus Supplement will be prepared or available as to the F.N.M.A. Securities. No F.N.M.A Security shall be sold, assigned or otherwise disposed of, except in accordance with the Pool Purchase Contract; provided, that no such sale shall occur unless the conditions set forth in this Section 4.09 are satisfied, the Trustee has received either cash representing the purchase price of all the F.N.M.A. Securities or a bid from the purchaser of all of the F.N.M.A. Securities, which purchaser is rated at least "A" by the Rating Agency, and, provided further, that the Trustee shall not mail notice of redemption of the Bonds unless it has either cash or, with the approval of the Trustee, a bid from such a purchaser for such purchase.

This Section 4.09 may be amended only with the written consent of F.N.M.A..

Section 4.10 Enforcement Of G.N.M.A. Securities, F.H.L.M.C. Securities And F.N.M.A. Securities.

Subject to the Granting Clauses and, in the event that any litigation shall be required, the Trustee shall diligently enforce and take all reasonable steps, actions and the proceedings necessary for the enforcement of all terms, covenants and conditions of all G.N.M.A. Securities, F.H.L.M.C. Securities

and F.N.M.A. Securities. The Issuer and the Trustee shall at all times, to the extent permitted by law, defend, enforce, preserve and protect the rights and privileges of the Trustee and of the owners of the Bonds under or with respect to the G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities.

Section 4.11 Tax Covenants.

(a) The Trustee agrees to comply with any statute, regulation or ruling that may apply to it as Trustee hereunder and which relates to reporting requirements necessary to preserve the exclusion of the interest on the Bonds from gross income of the owners thereof for federal income tax purposes, but only in the event that the Trustee receives a written letter or opinion of Bond Counsel which sets forth such requirements. The Trustee further agrees to comply with the requirements of any statute, regulation or ruling relating to the preservation of the exclusion of the interest on the Bonds from gross income of the owners thereof for federal income tax purposes, but only in the event that the Trustee receives an opinion of Bond Counsel which sets forth such requirements.

(b) The Issuer covenants and certifies to and for benefit 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 or Account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause the Bonds to be classified as "arbitrage bonds", within the meaning of Section 148 of the Code. Pursuant to such covenant, the Issuer obligates itself, to the extent permitted by law, to comply with the applicable requirements of Section 148 of the Code so long as any Bond remains outstanding. In the event that at any time the Issuer is of the opinion that for purposes of this subsection (b) it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under this Indenture, the Issuer shall file a request to such effect with the Trustee, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(c) The Issuer shall require that any person (or any "related person" as defined in Section 144(a)(3) of the Code) from whom it may acquire G.N.M.A. Securities, F.H.L.M.C. Securities or F.N.M.A. Securities or who may originate Mortgage Loans shall not, pursuant to an arrangement, formal or informal, purchase Bonds in an amount related to the amount of G.N.M.A. Securities, F.H.L.M.C. Securities or F.N.M.A. Securities to be acquired from such person or the amount of Mortgage Loans originated.

(d) From Bond proceeds, an amount not to exceed two percent (2%) of the proceeds of the Bonds may be used to pay Costs of Issuance of the Bonds.

Section 4.12 Program Covenants.

The Issuer shall cause the Trustee from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the Program, this Indenture, all other applicable laws and regulations and with sound banking practices and principles, use and apply the amounts held in the Program Fund to acquire G.N.M.A. Securities, F.H.L.M.C. Securities and F.N.M.A. Securities (representing the underlying Mortgage Loans) as provided in this Indenture, and shall cause the Trustee to do all such acts and things necessary to produce Revenues sufficient to pay when due the principal of, premium, if any, and interest on the Bonds, and shall cause the Trustee to take all steps, actions and proceedings reasonably necessary in the judgment of the Issuer to enforce the terms, covenants and conditions of the G.N.M.A. Securities, the F.H.L.M.C. Securities, the F.N.M.A. Securities and the Agreement.

Section 4.13 Possession And Inspection Of G.N.M.A. Securities, F.H.L.M.C. Securities And F.N.M.A. Securities; Books And Records.

The Trustee or its designated depository agent shall retain possession of the G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities (except as otherwise provided herein, including without limitation Section 5.01 hereof) and release the G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities only in accordance with the provisions of this Indenture. The Issuer and the Trustee covenant and agree that all books and documents in their possession relating to the G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities and the Revenues and to the distribution of the proceeds thereof shall at all reasonable times and intervals be open to inspection and available for copying by the other party hereto and such accountants or other agencies as either party hereto may from time to time designate, pursuant to such reasonable regulations as the Trustee or the Issuer, as the case may be, may establish.

Article V.

Program Fund; Cost Of Issuance Fund; Revenues.

Section 5.01 Establishment And Application Of Program Fund And Costs Of Issuance Fund.

(a) The Trustee shall establish, maintain and hold in trust moneys to be deposited in a separate fund designated as the "Program Fund", special accounts therein designated as the "Acquisition Account" and the "Targeted

Area Acquisition Account", and special subaccounts in the Acquisition Account designate "Subaccount A" and "Subaccount B". Moneys in the Program Fund shall be used and withdrawn solely for (i) the acquisition of G.N.M.A. Securities, F.H.L.M.C. Securities, and F.N.M.A. Securities from the Master Servicers and the Serving Lenders; (ii) transfer to the Redemption Fund for the redemption of Bonds prior to maturity pursuant to Section 3.01(d)(1) hereof; (iii) transfer to the Bond Purchase Fund to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 3.07 hereof; (iv) transfer to the Costs of Issuance Fund; and (v) transfer to the Rebate Fund.

The procedures set forth in this paragraph shall be performed by the Trustee as to all purchases to G.N.M.A. Securities, F.H.L.M.C. Securities and F.N.M.A. Securities occurring on or prior to the earlier of the date twelve (12) months after the Bond Closing Date, during which twelve (12) months the moneys on deposit in the Targeted Area Acquisition Account have been used or held available for the origination of Targeted Area Loans, or until no moneys remain in the Targeted Area Acquisition Account. Prior to disbursing funds from the Program Fund to purchase a G.N.M.A. Security, a F.H.L.M.C. Security or a F.N.M.A. Security, the Trustee shall be provided with information certified to by the applicable Master Servicers and the applicable Servicing Lenders as to the principal amount of Mortgage Loans in the Pool represented by such G.N.M.A. Security, F.H.L.M.C. Security or F.N.M.A. Security, as the case may be, which are Targeted Area Loans and the principal amount of Mortgage Loans in the Pool represented by such G.N.M.A. Security, F.H.L.M.C. Security or F.N.M.A. Security which are Non-Targeted Area Loans. The Trustee then shall determine the principal component of the G.N.M.A. Security Purchase Price of such G.N.M.A. Security, the principal component of the F.H.L.M.C. Security Purchase Price of such F.H.L.M.C. Security or the principal component of the F.N.M.A. Security Purchase Price of such F.N.M.A. Security, as the case may be, attributable to Non-Targeted Area Loans (the "Non-Targeted Area Purchase Price") and the principal component of the G.N.M.A. Security Purchase Price of such G.N.M.A. Security, the principal component of the F.H.L.M.C. Security Purchase Price of such F.H.L.M.C. Security or the principal component of the F.N.M.A. Security Purchase Price of such F.N.M.A. Security, as the case may be, attributable to Targeted Area Loans (the "Targeted Area Purchase Price"). The Trustee shall disburse the principal portion of the Non-Targeted Area Purchase Price from Subaccount A or Subaccount B of the Acquisition Account, as the case may be, and shall disburse the principal portion of the Targeted Area Purchase Price from the Targeted Area Acquisition Account, as hereinafter provided. To the extent that the principal portion of the Targeted Area Purchase Price exceeds the amount of moneys available in the Targeted Area Acquisition Account, the principal portion of the Targeted Area Purchase Price shall be considered a Non-Targeted Area Purchase Price, and shall be paid with moneys available in Subaccount A or Subaccount B of the Acquisition Account, as the case may be. The Trustee shall have no responsibility for the accuracy of, or obligation to verify the completeness of, any information provided to it

which is used in the calculation of the amounts to be withdrawn from the Program Fund, the Acquisition Account (and the subaccounts therein) and the Targeted Area Acquisition Account.

Notwithstanding any other provisions of this Indenture to the contrary, the Trustee shall not disburse any amounts held in the Program Fund to purchase a G.N.M.A. Security, a F.H.L.M.C. Security or a F.N.M.A. Security, unless each of the following conditions has been satisfied:

(1) The Trustee be furnished with a F.H.L.M.C. Security or a F.N.M.A. Security which the Trustee shall have physical possession of or which shall be registered in the name of the Trustee under this Indenture, or its nominee, or with (A) a G.N.M.A. Security which the Trustee shall have physical possession of or which shall be registered in the name of the Trustee, as Trustee under this Indenture, or its nominee; or (B) a G.N.M.A. Security credited to the account of the Trustee at a clearing corporation, as defined under and pursuant to the Uniform Commercial Code applicable to the clearing corporation, provided, that the clearing corporation is registered as a clearing agency under the Securities Exchange Act of 1934, as amended, and further provided, that the Trustee shall have received a Counsel's Opinion to such effect; or (C) a G.N.M.A. Security in the form of a book-entry certificate ("Book-Entry Certificate") maintained on the records of the Participant's Trust Corporation, or any successor depository institution ("P.T.C."), with confirmation that (i) P.T.C. has made an appropriate entry in its records of the transfer of such Book-Entry Certificate to the account of the P.T.C. Participant (defined below), and (ii) the P.T.C. Participant has confirmed to the Trustee the receipt of such Book-Entry Certificate and also by book-entry or otherwise identified such Book-Entry Certificate as belonging to the Trustee, so that the Trustee at all times has a first priority perfected security interest in such G.N.M.A. Security, or (D) any combination of clauses (A), (B) and (C) so that, in a Counsel's Opinion, the Trustee at all times has a perfected first priority security interest in such G.N.M.A. Security.

(2) The principal component of the G.N.M.A. Security Purchase Price shall be greater than or equal to the aggregate of the principal component of the purchase prices of the Mortgage Loans in the Pool represented by such G.N.M.A. Security, or the principal component of the F.H.L.M.C. Security Purchase Price shall be greater than or equal to the aggregate of the principal component of the purchase prices of the Mortgage Loans in the Pool represented by such F.H.L.M.C. Security, or the principal component of the F.N.M.A. Security Purchase Price shall be greater than or equal to the aggregate of the principal component of the purchase prices of the Mortgage Loans in the Pool represented by such F.N.M.A. Security, as the case may be.

(3) Sufficient amounts shall be available in Subaccount A or Subaccount B of the Acquisition Account, as the case may be, and the Targeted Area Acquisition Account to pay the G.N.M.A. Security

Purchase Price of such G.N.M.A. Security, the F.H.L.M.C. Security Purchase Price of such F.H.L.M.C. Security or the F.N.M.A. Security Purchase Price of such F.N.M.A. Security, and such amounts shall be available for withdrawal from the Investment Agreement on or prior to such G.N.M.A. Security Purchase Date, such F.H.L.M.C. Security Purchase Date or such F.N.M.A. Security Purchase Date, as the case may be.

(4) Such G.N.M.A. Security, F.H.L.M.C. Security or F.N.M.A. Security bears interest at the Pass-Through Rate.

The Trustee hereby covenants and agrees that it shall notify the Rating Agency of the delivery of the G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities and the respective principal amounts thereof.

Notwithstanding anything herein to the contrary, on or prior to the Initial Reset Date, the Trustee shall use moneys on deposit in Subaccount A of the Acquisition Account, as the case may be, and in the Targeted Area Acquisition Account to purchase Securities; after the Initial Reset Date, the Trustee may use moneys on deposit in Subaccount A or Subaccount B of the Acquisition Account, as the case may be, and in the Targeted Area Acquisition Account to purchase Securities; provided, that, in the event that Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account are not converted into Series 1996-B Bonds, Securities backed by Non-Targeted Area Loans and bearing interest at the initial Pass-Through Rate shall be purchased with moneys on deposit in Subaccount A of the Acquisition Account; provided further, that Securities backed by Targeted Area Loans shall be purchased with moneys on deposit in the Targeted Area Acquisition Account.

(b) The moneys on deposit in the Program Fund shall be invested in the Investment Agreement or, in the event that the Investment Agreement is not in effect, Investment Securities, as provided in Article VI of this Indenture.

(c) Subject to the provisions of this Section 5.01(c), of the amounts on deposit in Subaccount A and Subaccount B of the Acquisition Account and on deposit in the Targeted Area Acquisition Account on each Mandatory Tender Date, an amount shall be transferred from such subaccounts and to the Bond Purchase Fund to pay the principal component of the purchase price of Bonds which have been tendered or deemed to be tendered for purchase pursuant to Section 3.07 of this Indenture in the event that the proceeds from the remarketing of the Bonds pursuant to Section 3.08 of this Indenture are insufficient to pay the principal component of such purchase price. At the election of the Remarketing Agent, having due regard for prevailing financial market conditions, the Trustee shall, on the first day of the month in which the Initial Reset Date occurs, deduct from the Series 1996-A Bonds in the aggregate principal amount of $_____ the amount

of moneys drawn from Subaccount A of the Acquisition Account to pay the principal component of the Securities Purchase Price and the balance of such Series 1996-A Bonds shall be subject to mandatory tender on the Initial Reset Date, pursuant to Section 3.07 of this Indenture, and the purchase price of any Series 1996-A Bonds so subject to mandatory tender and not remarketed shall be paid from Subaccount A of the Acquisition Account. At the election of the Remarketing Agent, having due regard for prevailing financial market conditions, given to the Trustee in writing on or before the first day of the month in which the Initial Reset Date occurs, the Trustee shall, on the first day of the month in which the Initial Reset Date occurs, deduct from the Series 1996-A Bonds in the aggregate principal amount of $_____ the amount of moneys drawn from Subaccount A of the Acquisition Account to pay the principal amount of the Securities Purchase Price pursuant by the Trustee with moneys on deposit in Subaccount A of the Acquisition Account, and/or shall deduct from the Series 1996-A Bonds in the aggregate principal amount of $_____ the amount of moneys drawn from the Targeted Area Acquisition Account to pay the principal component of Securities Purchase Price purchased by the Trustee with moneys on deposit in the Targeted Area Acquisition Account, and the balance of such Series 1996-A Bonds shall be subject to mandatory tender on the Initial Reset Date, pursuant to Section 3.07 of this Indenture, and the purchase price of any Series 1996-A Bonds so subject to mandatory tender and not remarketed shall be paid from moneys on deposit in Subaccount A of the Acquisition Account and/or the Targeted Area Acquisition Account, as the case may be. In the event that the Series 1996-A Bonds are subject to mandatory tender on a Mandatory Tender Date described in clause (iii) of the first paragraph of Section 3.07 hereof, the Trustee shall deduct from the Series 1996-A Bonds in the aggregate principal amount of $_____ the amount of moneys drawn from the Targeted Area Acquisition Account to pay the principal component of the Targeted Area Purchase Price of Securities purchased by the Trustee with moneys on deposit in the Targeted Area Acquisition Account, and the balance of such Series 1996-A Bonds shall be subject to mandatory tender on such Mandatory Tender Date, and the purchase price of any Series 1996-A Bonds so subject to mandatory tender and not remarketed shall be paid from the Targeted Area Acquisition Account. The purchase price of any Series 1996-B Bonds subject to mandatory tender on any Mandatory Tender Date and not remarketed shall be paid from Subaccount B of the Acquisition Account, and, to the extent moneys are not on deposit in Subaccount B of the Acquisition Account, from Subaccount A of the Acquisition Account and the Targeted Area Acquisition Account, in that order of priority. Subject to the provisions of this Section 5.01(c), of the amounts remaining in the Program Fund on the last day of the Delivery Period, an amount shall be transferred from the Program Fund on _____, 1997, to the Redemption Fund for the special mandatory redemption of Series 1996-B Bonds prior to maturity on _____ 1, 1997, pursuant to Section 3.01(d)(1) of this Indenture, in an aggregate principal amount equal to the original principal amount of the Series 1996-B Bonds (i.e., $ _____) prior to _____, 1996, or the principal amount of the original Series 1996-B Bonds remarketed on the Conversion

Date, as the case may be, less the aggregate principal amount of the Securities purchased by the Trustee from moneys on deposit in the Program Fund pursuant to this Section 5.01 (rounded up to the nearest Five Thousand Dollars ($5,000)), plus accrued interest and the premium hereinafter described. Such moneys transferred from the Program Fund to the Redemption Fund shall be used to call Bonds in an amount equal to one hundred percent (100%) of the principal amount of the Bonds to be so redeemed (plus a premium equal to the premium paid by the initial purchaser of each Series 1996-B Bond, if any, in the case of Series 1996-B Bonds) from moneys on deposit in the Redemption Fund, plus accrued interest to the date fixed for redemption from moneys on deposit in the Interest Fund.

Notwithstanding any other provision of this Indenture to the contrary, the Origination Period and the Delivery Period may be extended and the Series 1996-B Bonds be made subject to mandatory redemption prior to maturity pursuant to Section 3.01(d)(1) hereof on such later date (being fifteen (15) days after the end of the extended Delivery Period) and the Series 1996-A Bonds be made subject to mandatory tender pursuant to clause (iii) of the first paragraph of Section 3.07 hereof (being fifteen (15) days after the end of the extended Delivery Period), if the Issuer shall determine that such an extension is desirable, and shall so give written notice to the Trustee, the Lenders and the Servicers of such fact and the extension of such Origination Period and Delivery Period, and the Trustee shall be provided with the following simultaneously with the delivery of such notice:

(i) An opinion of Bond Counsel to the effect that such extension of the Origination Period and the Delivery Period and such extension of the date fixed for mandatory redemption pursuant to Section 3.01(a)(1) hereof and the date fixed for mandatory tender pursuant to clause (iii) of the first paragraph of Section 3.07 hereof do not adversely affect the tax status of the interest on the Bonds.

(ii) A written report of an independent certified public accountant or a firm of independent certified public accountants to the effect that after such extension of the Delivery Period and such extension of the date fixed for mandatory redemption pursuant to Section 3.01(a)(1) hereof, there will at all times be sufficient Revenues available to pay the principal of, premium, if any, and interest on the Bonds, when due (whether at maturity, upon redemption prior to maturity or otherwise).

(iii) Written evidence from the Rating Agency that such extension of the Delivery Period and such extension of the date fixed for the mandatory redemption of the Bonds pursuant to Section 3.01(a)(1) hereof will not result in a lowering or withdrawal of the rating assigned to the Bonds by the Rating Agency.

In no event shall any Delivery Period be extended beyond May 1, 1999.

(d) The Trustee shall establish and maintain a separate fund designated as the "Costs of Issuance Fund". Moneys deposited in the Costs of Issuance Fund shall not constitute a portion of the Trust Estate. Moneys initially deposited in the Costs of Issuance Fund on the Bond Closing Date shall be used to pay the Costs of Issuance upon receipt by the Trustee of a certificate of the Issuer stating the person to whom such payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against the Costs of Issuance Fund. At the end of six (6) months after deposit therein, any amounts so remaining in the Costs of Issuance Fund shall be transferred to the Revenue Fund.

On each G.N.M.A. Security Purchase Date on or before the Conversion Date, each F.H.L.M.C. Security Purchase Date and each F.N.M.A. Security Purchase Date, the Trustee shall transfer an amount equal to _____ percent (____%) of the principal balance of the Securities being purchased on the subject G.N.M.A. Security Purchase Date, F.H.L.M.C. Security Purchase Date and F.N.M.A. Security Purchase Date from Subaccount A or Subaccount B of the Acquisition Account or the Targeted Area Acquisition Account, as the case may be, from which moneys are being drawn to pay the applicable G.N.M.A. Securities Purchase Price, F.H.L.M.C. Securities Purchase Price or the F.N.M.A. Securities Purchase Price, as the case may be, to the Costs of Issuance Fund, which amount shall be paid to the Original Purchaser without further direction from the Issuer. The Trustee shall close the Costs of Issuance Fund on the Business Day immediately following the last day of the Delivery Period. On and after the Conversion Date, the percentage of the principal balance of the Securities being purchased, which is to be transferred to the Costs of Issuance Fund and immediately paid to the Original Purchaser, shall be as set forth in the Delivery Period Confirmation.

Investment earnings on moneys on deposit in the Costs of Issuance Fund shall be retained in such Fund.

(e) The Trustee shall purchase the G.N.M.A. Securities only on a G.N.M.A. Security Purchase Date, and shall request draws of moneys in the Program Fund for that purpose in accordance with the Investment Agreement in an amount equal to the G.N.M.A. Security Purchase Price as provided in this Section 5.01. Each G.N.M.A. Security shall bear interest at the Pass-Through Rate.

(f) The Trustee shall purchase the F.H.L.M.C. Securities only on the F.H.L.M.C. Security Purchase Date, and shall request draws of moneys in the Program Fund for that purpose in accordance with the Investment Agreement in an amount equal to the F.H.L.M.C. Security Purchase Price as provided in this Section 5.01. Each F.H.L.M.C. Security shall bear interest at the Pass-Through Rate.

(g) The Trustee shall purchase the F.N.M.A. Securities only on an F.N.M.A. Security Purchase Date, and shall request draws of moneys in the

Program Fund for that purpose in accordance with the Investment Agreement in an amount equal to the F.N.M.A. Security Purchase Price as provided in this Section 5.01. Each F.N.M.A. Security shall bear interest at the Pass-Through Rate.

(h) On the last day of the Delivery Period, after the purchase of the Securities, the Trustee shall retain in the Program Fund an amount necessary to call any Series 1996-B Bonds for redemption prior to maturity pursuant to Section 3.01(d)(1) hereof, in accordance with the provisions of Section 5.01(c) of this Indenture. In the event of a special mandatory redemption of Bonds pursuant to Section 3.01(d)(1) hereof, the Trustee shall transfer amounts on deposit in the Program Fund to the Redemption Fund on _____, 1997, or, in the event of an extension of the Delivery Period pursuant to Section 5.01(c) hereof, on the date fifteen (15) days after the last day of the Delivery Period in an amount sufficient to pay the redemption price of the Bonds being so redeemed (including accrued interest and premium, if any) on the date fixed for redemption prior to maturity in accordance with the provisions of Section 5.01(c) of this Indenture.

Section 5.02 Establishment Of Revenue Fund.

The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Revenue Fund". All Revenues (except as provided in Sections 5.03, 5.04 and 5.06 hereof) shall be promptly deposited by the Trustee upon receipt thereof in the Revenue Fund; provided, that all Prepayments shall be promptly deposited by the Trustee upon the receipt thereof in the Redemption Fund. All Revenues shall be held by the Trustee in trust for the benefit of the owners at any time of the Bonds; and the Issuer shall have no beneficial right or interest in any of such moneys, except as otherwise expressly provided in this Indenture.

Section 5.03 Establishment And Application Of Redemption Fund.

The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Redemption Fund", and separate accounts therein designated as "Account A" and "Account B". Moneys on deposit in the Revenue Fund shall be transferred to Account A and Account B of the Redemption Fund on a pro rata basis, as provided in Section 5.04 of this Indenture. All payments on the G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities representing Prepayments shall be deposited in the Redemption Fund immediately upon the receipt thereof (except for any such payments received in the calendar month before any stated maturity date of the Bonds, which shall be deposited in the Revenue Fund). All such Prepayments derived from Securities purchased by the Trustee on or prior to the Initial Reset Date (or after Initial Reset Date, with respect to Securities purchased with moneys on deposit in Subaccount A of the Acquisition Account, in the event that the Series 1996-A Bonds relating

to moneys on deposit in Subaccount A of the Acquisition Account have not been converted to Series 1996-B Bonds, and/or with moneys on deposit in the Targeted Area Acquisition Account, in the event that the Series 1996-A Bonds relating to moneys on deposit in the Targeted Area Acquisition Account have not been converted to Series 1996-B Bonds), shall be deposited in Account A of the Redemption Fund, and all Prepayments derived from Securities purchased by the Trustee after the Initial Reset Date (except Securities purchased with moneys on deposit in Subaccount A of the Acquisition Account, in the event that the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have not been converted to Series 1996-B Bonds, and/or with moneys on deposit in the Targeted Area Acquisition Account, in the event that the Series 1996-A Bonds relating to moneys on deposit in the Targeted Area Acquisition Account have not been converted to Series 1996-B Bonds), shall be deposited in Account B of the Redemption Fund. Moneys shall also be transferred to Account B of the Redemption Fund from the Program Fund pursuant to Section 5.01 hereof and from various other Funds and Accounts pursuant to Section 5.11 of this Indenture. The Trustee shall apply all amounts deposited in Account A of the Redemption Fund to the redemption of Series 1996-A Bonds prior to maturity (including the principal of and premium, if any, on such Series 1996-A Bonds so called for redemption prior to maturity), and shall apply all amounts deposited in Account B of the Redemption Fund to the redemption of Series 1996-B Bonds (including the principal of and premium, if any, on such Series 1996-B so called for redemption prior to maturity), in each case in the manner and upon the terms and conditions specified in Article III of this Indenture at the next succeeding date on which a redemption may be effected and for which, at the time of such deposit, notice of redemption can be given in accordance with said Article III and as hereinafter provided.

Moneys transferred to Account B of the Redemption Fund from the Program Fund shall be used to call Series 1996-B Bonds for redemption prior to maturity pursuant to Section 3.01(d)(1) hereof on _____ 1, 1997 (or such later date as shall be determined pursuant to Section 5.01(c) hereof); moneys transferred to the Redemption Fund pursuant to Section 5.11 hereof shall be used to call Bonds for redemption prior to maturity pursuant to Sections 3.01(c)(2) and 3.01(d)(3) hereof; all other moneys in Account A or Account B of the Redemption Fund shall be used to call Bonds prior to maturity or on the first day of each calendar month, pursuant to Section 3.01 (c)(1) or Section 3.01(d)(2) of this Indenture, as the case may be.

Section 5.04 Establishment Of Other Funds And Accounts; Allocation Of Revenues.

The Trustee shall establish, maintain and hold in trust the following respective separate Funds: (1) the Interest Fund, (2) the Principal Fund, (3) the Program Expense Fund, and (4) the Capitalized Interest Fund.

On each Interest Payment Date, the Trustee shall transfer from the Revenue Fund, and deposit (in the following order of priority):

First: Into the Program Expense Fund, the amount necessary to pay the Trustee's Fee and the Program Expenses then due and payable;

Second: Into the Interest Fund, the amount, if any, needed to increase the amount in the Interest Fund to the aggregate amount of interest coming due and payable on such Interest Payment Date upon all Bonds then outstanding;

Third: Into the Principal Fund, the amount, if any, needed to increase the amount in the Principal Fund to the aggregate amount of principal coming due and payable at maturity or upon mandatory sinking fund redemption prior to maturity pursuant to Section 3.01(e) or Section 3.01(f) hereof on such Interest Payment Date; and

Fourth: Into the Redemption Fund (and Account A and Account B therein on a pro rata basis), any amount then remaining in the Revenue Fund in excess of Ten Thousand Dollars ($10,000).

On each date established for the redemption of Bonds prior to maturity, which is not an Interest Payment Date, the Trustee shall transfer amounts in the Revenue Fund to the Interest Fund to increase the amount in the Interest Fund to the aggregate amount of interest coming due and payable on such date fixed for redemption upon all Bonds being redeemed prior to maturity on such date.

The funding requirements of each Fund set forth in this Section 5.04 (including the making up of any deficiencies in any such Fund resulting from a lack of Revenue sufficient to make any earlier required deposit) at the time of deposit shall be satisfied before any transfer is made to any Fund subsequent in priority.

Section 5.05 Application Of Program Expense Fund.

Amounts as necessary in the Program Expense Fund shall be used and withdrawn by the Trustee, solely for the purpose of paying the Trustee's Fee and the Program Expenses. Investment earnings on moneys on deposit in the Program Expense Fund shall be retained in the Program Expense Fund.

Section 5.06 Establishment And Application Of Rebate Fund.

(a) The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Rebate Fund". When required pursuant to the Tax exemption Agreement, the Trustee, no later than the fifth (5th) anniversary

of the issuance of the Bonds, each five (5) year anniversary thereafter and upon retirement of the last Bond, shall cause the Rebate Analyst to prepare an appropriate accounting, and shall notify the Issuer in writing of the amount to be transferred from the Revenue Fund to the Rebate Fund (or from the Rebate Fund to the Revenue Fund) for the preceding period, and the Trustee shall promptly transfer such amount, so that the amount in the Rebate Fund is equal to the Rebate Amount that would be due at the end of such period if a rebate payment were due at the end of such period (after giving effect to any payments made pursuant to this Section 5.06 to the United States of America). The Trustee agrees to rebate to the United States of America, from funds on deposit in the Rebate Fund, all amounts required by the Tax Exemption Agreement. All fees and expenses of any such Rebate Analyst shall be paid by the Trustee out of the Program Expenses.

(b) All amounts in the Rebate Fund shall be used and withdrawn by the Trustee as required above solely for the purposes set forth in this Section 5.06. In the event that the amount in the Rebate Fund is for any reason insufficient to pay to the United States of America the amounts due as calculated pursuant to this Section 5.06, there shall be transferred to the Rebate Fund the amount of such deficiency by withdrawing said amount from the following Funds and accounts in the following order of priority, regardless of any other claim on such Funds and Accounts: (1) the Revenue Fund; (2) the Redemption Fund (to the extent notice of redemption with amounts to be transferred has not been given); or (3) any other Fund or Account established pursuant to this Indenture (except the Program Fund, the Program Expense Fund, the Capitalized Interest Fund, the Bond Purchase Fund or the Costs of Issuance Fund). Any amount in excess of the Rebate Amount, as determined by the Rebate Analyst, shall be transferred to the Revenue Fund.

Section 5.07 Application Of Interest Fund.

Subject to Section 5.06 hereof, all amounts in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity).

Section 5.08 Application Of Principal Fund.

Subject to Section 5.06 hereof, all amounts in the Principal Fund shall be used and withdrawn by the Trustee solely for the purpose of paying principal of the Bonds as the same shall become due and payable at maturity or upon mandatory sinking fund redemption prior to maturity pursuant to Section 3.01(e) or Section 3.01(f) of this Indenture.

Section 5.09 Deficiencies In Interest Fund And Principal Fund.

(a) In the event that the amount in the Interest Fund is insufficient to pay interest on the Bonds when due, the Trustee shall transfer to the Interest Fund the amount of such deficiency by withdrawing said amount from the following Funds and Accounts in the following order of priority: (1) the Revenue Fund; (2) the Capitalized Interest Fund (3) the Redemption Fund (to the extent notice of redemption with amounts to be transferred has not yet been given); and (4) any other Fund or Account established pursuant to this Indenture (except the Program Expense Fund, the Program Fund, the Costs of Issuance Fund and the Rebate Fund to the extent of the Rebate Amount).

(b) In the event that the amount in the Principal Fund is insufficient to pay the principal of the Bonds when due, the Trustee shall transfer to the Principal Fund the amount of such deficiency by withdrawing said amount from the following Funds and Accounts in the following order of priority: (1) the Revenue Fund; (2) the Redemption Fund (to the extent notice of redemption with amounts to be transferred has not yet been given); or (3) any other Fund or Account established pursuant to this Indenture (except the Interest Fund, the Rebate Fund to the extent of the Rebate Amount, the Program Expense Fund, the Program Fund, the Capitalized Interest Fund and the Costs of Issuance Fund).

Section 5.10 Establishment And Application Of Capitalized Interest Fund.

The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Capitalized Interest Fund". All amounts in the Capitalized Interest Fund shall be used and withdrawn by the Trustee solely for the purposes of (i) transferring amounts to the Interest Fund to pay interest on the Bonds on or before _____ 1, 1997, or such later date as shall be established in accordance with Section 5.01(c) hereof for the payment of interest during the Delivery Period, or (ii) for transfer to the Revenue Fund, pursuant to this Section 5.10. On the date set forth in clause (i) above, any moneys on deposit in the Capitalized Interest Fund which have not been transferred to the Interest Fund shall be transferred to the Revenue Fund. Any interest, profits and other income earned from the investment of moneys on deposit in the Capitalized Interest Fund shall be transferred to the Revenue Fund.

Section 5.11 Transfer Of Moneys To Redemption Fund.

Whenever amounts held in the Revenue Fund, the Interest Fund, the Principal Fund, the Rebate Fund (exclusive of an amount equal to the Rebate Amount) and the Redemption Fund, valuing, at the request of the Issuer, all Investment Securities held in such Funds and Accounts at market

value as determined in accordance with Article VI hereof, are sufficient to redeem all Bonds then outstanding on the next succeeding Interest Payment Date for which notice of redemption may be given pursuant to Section 3.03 hereof and to pay the Trustee's Fee and Program Expenses, all such amounts shall be transferred to the Redemption Fund and all such Investment Securities shall be liquidated to the extent necessary to provide moneys sufficient for such redemption. For the purposes of this Section 5.11, the G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities shall not be considered as Investment Securities.

Section 5.12 Repayment To The Issuer From Funds And Accounts.

Subject to the requirements of Section 5.06 hereof, any amounts remaining in any Fund or Account held under this Indenture (other than the Rebate Fund to the extent of the Rebate Amount) after payment in full of the principal of, premium, if any, and interest on the Bonds and the Trustee's Fee hereunder shall be paid to the Issuer, and applied to any proper public purpose.

Section 5.13 Establishment And Application Of Bond Purchase Fund.

The Trustee shall establish, maintain and hold in trust a separate fund designated as the Bond Purchase Fund. Moneys on deposit in the Bond Purchase Fund shall be used to pay purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 3.07 of this Indenture. The Trustee shall hold all moneys on deposit in the Bond Purchase Fund in trust as provided in Section 3.09 of this Indenture.

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

(a) the proceeds of the remarketing of Bonds by the Remarketing Agent pursuant to Section 3.08 of this Indenture (which proceeds shall at all times prior to their transfer from the Bond Purchase Fund be held by the Trustee in an account in the Bond Purchase Fund segregated by separate recordation from all other moneys in the Bond Purchase Fund); and

(b) all moneys transferred from the Program Fund to the Bond Purchase Fund in an amount necessary to pay the principal component of the purchase price of any Bonds subject to mandatory tender on the Initial Reset Date.

On each Mandatory Tender Date (or, if such Mandatory Tender Date is not a Business Day, on the immediately following Business Day), the Trustee 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:

(a) proceeds of the remarketing of such Bonds pursuant to Section 3.08 hereof; and

(b) moneys transferred from the Program Fund. Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (a) above shall be delivered as directed by the Remarketing Agent and registered in the manner directed by the Remarketing Agent pursuant to Section 3.08 of this Indenture. Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (b) above shall be cancelled and destroyed by the Trustee pursuant to Section 2.09 of this Indenture.

Article VI.

Investment Of Moneys.

All moneys in any of the Funds and Accounts established pursuant to this Indenture (other than the Costs of Issuance Fund and the Rebate Fund) shall be invested by the Trustee in the Investment Agreement, and, if the Investment Agreement is terminated or if moneys in any Fund or Account are not invested in the Investment Agreement, the Trustee shall invest such moneys in investment Securities, at the written direction of the Issuer, given to the Trustee no later than 12:00 Noon on the Business Day prior to the date on which such investment is to be made. Investment Securities shall be subject to redemption at the option of the Trustee or shall mature on or before the date on which such moneys are needed under this Indenture.

Investment Securities acquired as an investment of moneys in any Fund or Account established under this Indenture shall be a part of such Fund or Account. For the purpose of determining the amount in any Fund or Account, all Investment Securities therein shall be valued at the least of (i) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* or, if not there, in *The New York Times*; (ii) the average bid price as of the date of determination by any two (2) nationally recognized government securities dealers selected by the Trustee for those Investment Securities, the bid and asked prices of which are not published on a regular basis as set forth in clause (i) above; or (iii) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (iv) for all other Investment Securities, the lesser of cost (exclusive of accrued interest after the first payment of interest following purchase) or par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part

of the purchase price); provided, however, that any repurchase agreements or investment agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

All interest, profits and other income earned from the investment of all moneys in any Fund or Account (other than the Costs of Issuance Fund, the Program Expense Fund and the Rebate Fund) established under this Indenture shall be deposited when received in the Revenue Fund.

To the extent permitted by law, moneys in the Funds and Accounts may be commingled for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in particular Funds and Accounts those amounts received or held by the Trustee hereunder; provided, that the Trustee shall at all times account for such investments strictly in accordance with the respective Funds and Accounts of which they are a part and otherwise as provided in this Indenture. The Trustee, when authorized by the Issuer, may trade with itself in the purchase and sale of securities for such investment. The Trustee may sell at the best price obtainable, or present for redemption, any Investment Securities so purchased whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Fund or Account of which such Investment Security is a part, and the Trustee shall not be liable or responsible for any loss resulting from such investment or the sale thereof. Subject to the provisions of the Tax Exemption Agreement, the Trustee may make any and all investments permitted by this Article VI through its own bond department or short-term investment department, unless otherwise directed by the Issuer. The Trustee and said departments are permitted to charge their normal and reasonable fees for the execution, purchase or sale of any Investment Securities. Although the Issuer recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer hereby agrees that confirmations of investments made by the Trustee pursuant to this Article VI are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No such statement need by rendered pursuant to the provisions hereof if no activity occurred in the applicable Fund or Account during the preceding month.

The Trustee shall enter into the Investment Agreement, and shall give all notices required thereunder as are necessary to enable the Trustee to satisfy its obligations hereunder in a timely manner.

Notwithstanding anything herein to the contrary, all moneys in all Funds and Accounts held by the Trustee under this Indenture shall be invested and reinvested in accordance with the Tax Exemption Agreement.

Article VII.

Discharge Of Indenture.

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the owners of the Bonds the principal of, 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 moneys due or to become due according to the provisions hereof, including without limitation, Section 5.06 hereof, then, these presents and the estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be reasonably requested by the Issuer to cancel and discharge the lien hereof, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds, and except moneys or securities in the Rebate Fund which shall be expended as required by Section 5.06 of this Indenture.

Any Bond shall be deemed to be paid within the meaning of this Article VII when payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date or date fixed for redemption thereof (whether such due date be by reason of maturity, upon redemption prior maturity as provided in this Indenture, or otherwise), either (i) shall have been made or caused to have been 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 (A) moneys sufficient to make such payment, and/or (B) Governmental Obligations (provided that such deposit will not in the opinion of Bond Counsel adversely affect the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes), maturing as to principal and interest in such amounts and on such dates as will insure the availability of sufficient moneys to make such payment which shall be evidenced by a report, in form and substance satisfactory to the Trustee, of a firm of independent certified public accountants acceptable to the Trustee, and the Trustee's Fee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, it shall no longer be secured by or entitled to the benefits of this Indenture, except for payment of the principal of, premium, if any, and interest on the Bonds.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds

as aforesaid until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(i) stating the date when the principal of each Bond is to be paid, whether at maturity or on a date fixed for redemption (which shall be any date fixed for redemption as permitted by this Indenture);

(ii) to call for redemption pursuant to Article III of this Indenture any Bonds to be redeemed prior to maturity pursuant to clause (i) of this paragraph; and

(iii) to instruct the Trustee 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) of the preceding paragraph has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article VII and stating the maturity or date fixed for redemption 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 (i) of this paragraph.

Any moneys so deposited with the Trustee as provided in this Article VII may, at the direction of the Issuer, 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 VII which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited shall be deposited in the Revenue Fund as and when realized and collected for use and application as are other moneys deposited in the Revenue Fund.

Notwithstanding any provision of any other article of this Indenture which may be contrary to the provisions of this Article VII, and except as provided in Section 5.12 hereof, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article VII for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or Governmental Obligations have been so set aside in trust.

Anything in Article X hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Article VII for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article VII shall be made without the consent of the owner of each Bond affected thereby.

Anything in this Article VII hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with

the Trustee pursuant to this Article VII for the payment of the Bonds and the interest and premium, if any, thereon, the rights, duties and responsibilities of the Trustee as set forth in Article IX hereof, including, without limitation, the right to receive payment of the Trustee's Fee pursuant to Section 5.05, shall remain in full force and effect.

Article VIII.

Default Provisions And Remedies Of Trustee And Bondholders.

Section 8.01 Defaults; Events Of Default.

If any of the following events occur, subject to the provisions of Section 8.09 hereof, it is hereby defined as and declared to be and to constitute an "event of default" hereunder:

(a) default by the Issuer in the due and punctual payment of any interest on any Bond;

(b) default by the Issuer in the due and punctual payment of the principal of any Bond, whether at the maturity thereof or when called for redemption prior to maturity;

(c) default by the Issuer in the due and punctual payment of the purchase price of any Bond tendered for purchase pursuant to Section 3.07 hereof; or

(d) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer contained in this Indenture or in the Bonds and failure to remedy the same after notice thereof pursuant to Section 8.09 of this Indenture.

Subject to the provisions of Section 9.01(h) hereof, the Trustee shall notify the owners of the Bonds of any event of default specified above in the manner required by Section 9.03 of this Indenture.

Section 8.02 Remedies; Rights Of Bondholders.

Upon the occurrence and continuation of an event of default under subsection (a), subsection (b) or subsection (c) of Section 8.01 hereof, the Trustee may, and upon the written request of the owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding and if indemnified as provided in Section 9.01(l) hereof shall,

declare the principal of all outstanding Bonds and the interest accrued thereon immediately due and payable, and the same shall thereupon become and be due and payable; and upon the occurrence and continuation of an event of default under subsection (d) of Section 8.01 hereof, the Trustee shall, upon the written request of the owners of not less than one hundred percent (100%) in aggregate principal amount of the Bonds then outstanding and if indemnified as provided in Section 9.01(1) hereof, declare the principal of all outstanding Bonds and the interest accrued thereon immediately due and payable, and the same shall thereupon become and be due and payable. At any time after such declaration of acceleration, the Trustee may, and upon the written request of the owners of a majority in aggregate principal amount of the Bonds then outstanding shall, rescind and annul such declaration and its consequences if all payments of principal of, premium, if any, and interest on and purchase price of the Bonds and all other amounts which would have been due hereunder if such event of default had not occurred have been made, and all events of default (other than the non-payment of, premium, if any, principal of and interest on and purchase price of the Bonds) have been cured or waived.

In the event of any such declaration of acceleration, the Trustee may liquidate the Trust Estate, but only if (i) the proceeds of such liquidation are sufficient to pay in full the principal of, premium, if any, and interest on the Bonds then Outstanding on the date of such sale, or (ii) the Trustee determines that the Trust Estate would not be sufficient on an ongoing basis to pay the principal of, premium, if any, and interest on the Bonds as such principal, premium, if any, and interest would have come due if the principal of the Bonds had not been declared to be due and payable, and obtains the written consent of the owners of one hundred percent (100%) in aggregate principal amount of the Bonds then Outstanding to such sale. The power to effect any sale of all or any portion of the Trust Estate shall not be exhausted by any one or more sales of a portion of the Trust Estate, but shall continue unimpaired until the entire Trust Estate shall have been sold or all amounts payable on the Bonds and hereunder have been paid.

Upon the occurrence and continuation of an event of default hereunder, the Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds, including enforcement of any rights of the Issuer under the Agreement as and to the extent that the Agreement relates to the G.N.M.A. Securities, the F.H.L.M.C. Securities, the F.N.M.A. Securities and the Mortgage Loans relating thereto.

If an event of default shall have occurred and, if requested so to do by the owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding and if indemnified as provided in Section 9.01(l) hereof, the Trustee shall be obligated to exercise one or more of the rights and powers conferred by this Section 8.02, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the owners of the Bonds.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the owners of the Bonds) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the owners of the Bonds hereunder 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 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 every 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 owners of the Bonds, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

Section 8.03 Right Of Bondholders To Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, the owners of a majority in aggregate principal amount of Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or 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.

Subject to the provisions of Sections 9.01 hereof, the Trustee shall have the right to decline to follow any such direction if the Trustee, being advised by counsel, shall determine that the action or proceeding so directed may not lawfully be taken or if the Trustee in good faith shall determine that the action or proceedings so directed might involve the Trustee in personal liability or if the Trustee in good faith shall so determine that the actions or forbearances specified in or pursuant to such direction shall be unduly prejudicial to the interests of the owners of the Bonds not joining in giving said direction, it being understood (subject to Section 9.01 hereof) that the Trustee shall have no duty to ascertain whether or not such actions of forbearances are in fact unduly prejudicial to such owners. The Trustee shall not be liable to the owner of any Bond if it follows any such direction.

Section 8.04 Application Of Moneys.

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VIII or by virtue of action taken

under the provisions of the G.N.M.A. Securities, the F.H.L.M.C. Securities, the F.N.M.A. Securities or the Agreement shall be deposited in the Revenue Fund, and all moneys in the Revenue Fund (other than moneys held for the redemption of Bonds duly called for redemption prior to maturity) shall be applied as follows after the payment of all costs and expenses of the proceedings resulting in the collection of such moneys and of the Trustee's Fee (including all expenses, liabilities and advances incurred or reasonably expected to be incurred or made by the Trustee and its counsel):

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

First: Deposited in the Interest Fund and applied to the payment to the persons entitled thereto of all interest then due on the Bonds, in the order of the maturity of such interest and, if the amount available shall not be sufficient to pay in full said amount, then to the payment ratably, according to the amounts due to the persons entitled thereto, without any discrimination or privilege;

Second: Deposited in the Principal Fund and applied to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds matured or called for redemption prior to maturity for the payment of which moneys are held pursuant to the provisions of this Indenture), whether at maturity, upon call for redemption prior to maturity or otherwise in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of the Bonds due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall become due or have been declared due and payable, all such moneys shall be applied, to the payment of the principal and interest then due and unpaid upon the 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 to the persons entitled thereto without any discrimination of privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section 8.04, such moneys shall be applied on such dates, 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 moneys, 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. 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 and surrendered to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of, premium, if any, and interest on all of the Bonds have been paid under the provisions of this Section 8.04 and all amounts have been paid as provided in Sections 5.05 and 5.06 hereof, and all expenses and charges of the Trustee have been paid, any balance remaining in the Revenue Fund shall be paid to the Issuer as provided in Article V of this Indenture.

Section 8.05 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 trail or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants any owner of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of the outstanding Bonds.

Section 8.06 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 for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (1) a default has occurred of which the Trustee has been notified as provided in Section 9.01(h) hereof, or of which by said subsection it is deemed to have notice, (2) such default shall have become an event of default thereunder and the owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding shall have given written notice of such event of default 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, (3) they have offered to the Trustee indemnity as provided in Section 9.01(1) hereof, and (4) the Trustee shall thereafter fail or refuse to exercise the powers hereinabove granted, or to institute such action, suit or proceeding in its own name; 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 for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no 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, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of the owners of all Bonds then outstanding. However, nothing contained in this Indenture shall affect or impair the right of any owners of the Bonds to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof on the dates, at the place, from the source and in the manner in the Bonds expressed.

Section 8.07 Termination Of Proceedings.

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

Section 8.08 Waivers Of Events Of Default.

The Trustee may, at its discretion, waive any event of default hereunder and its consequences, and rescind any declaration of acceleration of the principal of all of the Bonds, and shall do so upon the written request of the owners of (1) a majority in aggregate principal amount of the Bonds then outstanding in respect of which default in the payment of principal or interest, or both, exists, or (2) a majority in aggregate principal amount of the Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of stated maturity, or (b) any default in the payment when due of the interest on any such Bonds, unless, prior to such waiver or rescission, all arrears of interest or all arrears of payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bonds, and all expenses of the Trustee in connection with such default shall have been paid, and in case of any such waiver or recession, or in case any proceedings taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the owners of the Bonds 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.

Section 8.09 Notice Of Defaults Under Section 8.01(d); Opportunity Of Issuer To Cure Such Defaults.

Anything herein to the contrary notwithstanding, no default under Section 8.01(d) hereof shall constitute an event of default hereunder until actual notice of such default by first-class mail (postage prepaid) shall be given to the Issuer by the Trustee or to the Issuer and the Trustee by the owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding, and the Issuer 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; provided, however, that if said default be such that it cannot be corrected within the applicable period, it shall not constitute an event of default hereunder if corrective action is instituted by the Issuer within the applicable period and diligently pursued until the default is corrected.

With regard to any alleged default concerning which notice is given to the Issuer under the provisions of this Section 8.09, the Issuer hereby grants the Trustee and the Lenders full authority for the account of the Issuer to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of said Issuer, with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

Article IX.

Trustee; Remarketing Agent.

Section 9.01 Acceptance Of The Trusts.

The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee shall, prior to an event of default, and after the curing of all events of default which may be occurred hereunder, perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee shall be entitled to receive the Trustee's Fee in the amount and on the dates specified in this Indenture. The Trustee shall, during the existence of any event of default (which has not been cured), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct

of his own affairs. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

(b) The Trustee shall not be responsible for the application or use of any proceeds of the Bonds or any other moneys deposited with it; provided that such proceeds or other moneys have been disbursed, invested, withdrawn or transferred by the Trustee in accordance with the terms of this Indenture and the Tax Exemption Agreement. The Trustee, if acting in accordance with the terms of this Indenture, shall not be liable for any loss resulting from any investment of the proceeds of the Bonds or any other moneys deposited with it.

(c) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees, and may in all cases pay such reasonable compensation, pursuant to Section 5.05 hereof, to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts of this Indenture. The Trustee may act, or refrain from acting, upon a Counsel's Opinion or the advice of any attorneys (who may be the attorney or attorneys for the Issuer), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action taken or omitted in reliance upon such opinion or advice.

(d) The Trustee shall not be responsible for any recital herein or in the Bonds (other than the authentication certificate of the Trustee endorsed on the Bonds), or for the validity of the execution by the Issuer of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured by this Indenture. The Trustee may become the owner of Bonds with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as depositary for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of owners, whether or not such committee shall represent the owners of a majority of the Bonds then outstanding.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Issuer. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by an authorized officer of the Issuer as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section 9.01, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may, at its discretion, secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Mayor, the Chief Financial Officer or the City Comptroller of the Issuer or the City Clerk of the Issuer under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the City Council of the Issuer, as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and it shall not be answerable for other than its negligence or willful misconduct. The Trustee shall not be liable with respect to any action taken or not taken in accordance with the written directions received by the Trustee from the owners of a majority of the aggregate principal amount of the Bonds then outstanding at the time of the direction.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article IV hereof, unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the owners of at least twenty-five percent (25%) in aggregate principal amount of the 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, and, in the absence of such notice so delivered to and received by the Trustee, the Trustee may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times, the Original Purchaser, 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 Issuer pertaining to the Revenues derived from the G.N.M.A. Securities, the F.H.L.M.C. Securities, the F.N.M.A. Securities and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety or to expend or risk its own funds in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, in respect of the authentication of any Bonds, the withdrawal of any cash, or the taking of or omitting any action whatsoever within the purview of this Indenture, the Trustee shall have the right, but shall not be required, to obtain a Counsel's Opinion or 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 deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of or omitting any other action by the Trustee.

(l) Before taking any action under Section 8.02 or Section 8.06 of this Indenture, the Trustee may require that a satisfactory indemnity be furnished for the reimbursement of all expenses to which the Trustee may be put and to protect the Trustee against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds, except to the extent required by this Indenture. Neither the Trustee nor any paying agent shall be under any liability for interest on any moneys received hereunder, except such as may be agreed upon in writing by either the Trustee or any paying agent, as the case may be.

(n) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of the requisite percentage of aggregate principal amount of Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(o) None of the provisions contained in this Indenture shall be deemed to require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Trustee believes that there shall be reasonable grounds for believing that the repayment of such funds or adequate indemnity against such liability is not reasonably assured to it.

Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this section.

Section 9.02 Fees, Charges And Expenses Of Trustee.

Subject to the terms of any contract with the Trustee and to the extent permitted by law, the Issuer shall pay to the Trustee from time to time, solely from the moneys available pursuant to Section 5.05 hereof, the Trustee's Fee.

Section 9.03 Notice To Bondholders If Default Occurs.

If a default occurs of which the Trustee is by Section 9.01(h) hereof required to take notice or if notice of default be given as in Section 9.01(h) hereof provided, then the Trustee shall promptly give written notice thereof by first class mail, postage prepaid, to the owners of all Bonds then outstanding, shown by the registration books required by Section 2.08 hereof to be kept at the principal corporate trust office of the Trustee.

Section 9.04 Intervention By Trustee.

In any judicial proceeding concerning the issuance or the payment of the Bonds which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the owners of the Bonds, and shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding and if indemnified pursuant to Section 9.01(l) of this Indenture.

Section 9.05 Successor Trustee.

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto shall be and become successor to the Trustee 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.

Section 9.06 Resignation By Trustee.

Notwithstanding any other provision hereof to the contrary, the Trustee may at any time resign from the trusts hereby created by giving thirty (30) days written notice by registered or certified mail to the Issuer and the

Servicers and by first-class mail (postage prepaid) to the owner of each Bond, all at the expense of the Trustee (and not to be reimbursed hereunder) and such resignation shall take effect only upon the appointment and acceptance of a successor Trustee as hereinafter provided.

Section 9.07 Removal Of Trustee.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee, to the Issuer and to the Servicers and signed by the owners of a majority in aggregate principal amount of the Bonds then outstanding or by the Issuer. No such removal shall be effective until the appointment of a successor Trustee as hereinafter provided.

Section 9.08 Appointment Of Successor Trustee By The Bondholders; Temporary Trustee.

In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of the Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, and a copy of which shall be delivered personally or sent by registered or certified mail, postage prepaid, to the Issuer and the Servicers. Nevertheless, in case of such vacancy, the Issuer by ordinance or resolution may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the owners of a majority in aggregate principal amount of the Bonds then outstanding in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such owners of a majority in aggregate principal amount of the Bonds then outstanding. If no successor Trustee shall have been appointed and have accepted appointment within thirty (30) days of the notice of resignation or removal, the Trustee or any owner of any Bond (on behalf of himself and all other owners of the Bonds) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 9.06 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section 9.08 shall be a commercial bank or trust company in good standing, having a reported capital and surplus of not less than Fifty Million Dollars ($50,000,000) (which qualifications the initial Trustee shall satisfy), if there be such an institution willing, qualified and able to accept the trusts upon reasonable or

customary terms. Simultaneously with the appointment of a successor Trustee, the Investment Agreement, if any, shall be assigned by the resigning or removed Trustee to the successor Trustee.

Section 9.09 Concerning Any Successor Trustee.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Issuer 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 predecessors; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successors, execute and deliver an instrument transferring to such successor Trustee 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 to its or his successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby 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 Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article IX, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

Section 9.10 Designation Of Paying Agent.

The Trustee is hereby appointed as paying agent under this Indenture.

Section 9.11 Appointment Of Co-Trustee.

It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of 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, the G.N.M.A. Securities, the F.H.L.M.C. Securities, the F.N.M.A. Securities and, in particular, in case of the enforcement thereof on default, or in case the Trustee deems, based on a Counsel's Opinion, that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an

additional individual or institution as a separate trustee or co-trustee. The following provisions of this Section 9.11 are adopted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate trustee or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and 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 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. Any fees payable to or reimbursement of expenses incurred by such separate trustee or co-trustee shall be limited as provided in Section 5.05 of this Indenture.

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

Section 9.12 Remarketing Agent.

The Issuer shall appoint the Remarketing Agent, subject to the conditions hereinafter set forth, and the Remarketing Agent shall act as the agent of the Issuer in determining the interest rate on the Series 1996-B Bonds pursuant to Section 2.02 hereof, and shall act as the agent of the Issuer in connection with the remarketing of the Bonds pursuant to Section 3.08 of this Indenture. 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 Issuer and the Trustee, 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 and the Issuer 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 net capital of at

least Twenty Million Dollars ($20,000,000) 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 thirty (30) days written notice to the Issuer and the Trustee. The Remarketing Agent may be removed at any time by the Issuer by an instrument filed with the Remarketing Agent and the Trustee. Upon any such resignation or removal the Issuer shall appoint a successor Remarketing Agent by an instrument filed by the Issuer with the Remarketing Agent and the Trustee. No such resignation or removal of the Remarketing Agent shall be effective until a successor Remarketing Agent shall have been appointed by the Issuer. Any such successor Remarketing Agent, upon its appointment pursuant to the terms and conditions hereof, shall succeed to and become vested with all the rights, powers, privileges and duties of the former Remarketing Agent.

Article X.

Supplemental Indenture.

Section 10.01 Supplemental Indentures Not Requiring Consent Of Bondholders.

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

(a) to cure any ambiguity or formal defect or omission in this Indenture so long as such cure does not adversely affect the security of the owners of the Bonds;

(b) to grant to or confer upon the Trustee for the benefit of the owners of the Bonds any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the owners of the Bonds or the Trustee, or to make any change which, in the judgment of the Trustee, is not to the prejudice of the owners of the Bonds;

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

(d) to modify, amend or supplement this Indenture or any bond indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to

this Indenture or any bond indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939, as amended, or similar federal statute or such securities laws;

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

(f) to make any modification required in order to maintain any rating on the Bonds;

(g) to preserve the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes or to delete or revise any provision hereof, which, in the opinion of Bond Counsel, is no longer necessary to preserve the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes; or

(h) to make any change to this Indenture or the Series 1996-B Bonds (including any Series 1996-A Bonds which have been converted to Series 1996-B Bonds) in connection with the remarketing of the Series 1996-B Bonds (including any Series 1996-A Bonds which have been converted to Series 1996-B Bonds).

Section 10.02 Supplemental Indentures Requiring Consent Of Bondholders.

Exclusive of supplemental indentures covered by Section 10.01 hereof and subject to the terms and provisions contained in this Section 10.02, 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 Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee 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 bond indenture; provided, however, that nothing in this Section 10.02 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 of the principal of or the interest on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or the rate of interest thereon, or (c) a privilege or priority of any Bond over any other Bond (except as otherwise provided herein), or (d) a reduction in the aggregate principal amount of the owners of the Bonds required for consent to such supplemental indenture, or (e) the creation of any lien, other than a lien ratably securing all of the

Bonds at any time outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee (but such modification as provided in this subsection (f) shall not be made without the written consent of the Trustee), or (g) any change in the percentage of aggregate principal amount of owners required for a declaration of acceleration pursuant to Section 8.02 of this Indenture or the sale of the G.N.M.A. Securities, the F.H.L.M.C. Securities or the F.N.M.A.Securities pursuant to Section 4.03 or Section 8.02 of this Indenture. Copies of any such proposed amendments or supplements shall be furnished by the Trustee to the Rating Agency.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 10.02, 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 each owner of a Bond as shown on the registration books of the Issuer maintained by the Trustee pursuant to Section 2.08 of this Indenture. 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 the owners of the Bonds. If, within sixty (60) days or such longer period as shall be prescribed by the Issuer following the final mailing of such notice, the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding at the time of the execution of any such supplemental bond indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained herein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 10.02 permitted and provided, this Indenture shall be deemed to be modified and amended in accordance therewith.

The Issuer and the Trustee shall not enter into or consent to any supplement, amendment, change or modification to this Indenture unless the Issuer and the Trustee have received an opinion of Bond Counsel to the effect that such proposed supplement, amendment, change or modification will not adversely affect the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes and such proposed supplement, amendment, change or modification will comply with the provisions of this Indenture and the Act.

Article XI.

Amendment Of Agreement.

Section 11.01 Amendments To Agreement Not Requiring Consent Of Bondholders.

The Issuer and the Trustee may without the consent of or notice to the owners of the Bonds consent to any amendment, change or modification of the Agreement, as may be required (a) by the provisions of the Agreement or this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission, (c) so as to add additional rights acquired in accordance with the provisions of the Agreement, or (d) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the owners of the Bonds.

Section 11.02 Amendments To Agreement Requiring Consent Of Bondholders.

Except for the amendments, changes or modifications as provided in Section 11.01 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Agreement without the written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding given and procured as in this Section 11.02 provided. If at any time the Issuer 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 mailed in the same manner as provided by Section 10.02 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file with the Trustee for inspection by all owners of the Bonds. Nothing contained in this Section 11.02 shall permit, or be construed as permitting, a reduction of the aggregate principal amount of Bonds the owners of which are required to consent to any amendment, change or modification of the Agreement, or a reduction in, or a postponement of, the payments under the G.N.M.A. Securities, the F.H.L.M.C. Securities or the F.N.M.A. Securities, without the consent of the owners of one hundred percent (100%) in aggregate principal amount of the Bonds then outstanding.

The Issuer and the Trustee shall not enter into or consent to any amendment, change or modification to the Agreement, unless the Issuer and the Trustee have received an opinion of Bond Counsel to the effect that such proposed amendment will not adversely affect the exclusion of interest on

the Bonds from gross income of the owners thereof for federal income tax purposes and such proposed amendment, change or modification will comply with the provisions of the Agreement, this Indenture and the Act.

Article XII.

Miscellaneous.

Section 12.01 Consents Of Bondholders.

Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the owners of the Bonds may be in any number of concurrent writings of similar tenor and may be signed or executed by such owners of the Bonds 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 acknowledgments 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 by the signature of an officer of a bank, trust company or other depository as required with respect to the assignment of a Bond pursuant to (Sub)Exhibit A attached to and made a part of this Indenture.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of the Bonds, and the date of owning the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 2.08 of this Indenture.

Section 12.02 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 company, other than the parties hereto 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 herein 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 owners of the Bonds as herein provided.

Section 12.03 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 whatever.

Section 12.04 Notices.

Unless otherwise provided herein, 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 to the appropriate Notice Address. The Issuer, the Servicers and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. In addition, upon the request of any bondholder holding at least One Million Dollars ($1,000,000) in aggregate principal amount of Bonds, the Trustee shall send an additional copy of any notice given pursuant to this Indenture by first class mail to a second address simultaneously with and in addition to the regular mailing of such notices to registered owners recorded on the registration books of the Trustee. For purposes of the preceding sentence, the term "bondholders" shall include any person or entity certifying in writing that they are a bondholder or beneficial holder of Bonds if the Bonds are registered in the name of any securities depository.

Section 12.05 Payments Due On Saturdays, Sundays And Holidays.

In any case where the date of payment of the principal of, premium, if any, or interest on the Bonds or the date fixed for redemption of any Bond shall be a day other than a Business Day, then payment of principal, premium, if any, or interest may be made on the succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

Section 12.06 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 12.07 Applicable Provisions Of Law.

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

Section 12.08 Captions.

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

In Witness Whereof, The Issuer and the Trustee have caused this Indenture to be signed, sealed and attested on their behalf by their duly authorized representatives, all as of the date first above written.

[Seal] City of Chicago, Illinois

Attest: By: _____

Its: _____

_____
City Clerk

[Seal] The First National Bank of Chicago, as Trustee

Attest: By: _____

Its: _____

_____

Its: _____

(Sub)Exhibits "A", "B-1", "B-2" and "C" referred to in this Trust Indenture read as follows:

(Sub)Exhibit "A".
(To Trust Indenture)

Form Of Series 1996-A Bond

[Form Of Face Of Series 1996-A Bond]

Registered
No. RA - ____

Registered
$ _____

City Of Chicago

Collateralized Single Family Mortgage Revenue Bond,

Series 1996-A

See Reverse Side for
Additional Provisions

Dated	Maturity		C.U.S.I.P.
Date: January 1, 1996	Date: _____1, ____	Interest Rate	No.:

Registered Owner:

Principal Amount: Dollars

The City of Chicago, Illinois, a municipality and a home rule unit of government organized and existing under the constitution and the laws of the State of Illinois (the "Issuer"), for value received, promises to pay (but only from the sources hereinafter provided) to the Registered Owner identified above, or registered assigns, the Principal amount identified above, on the Maturity Date identified above, unless this Bond shall have been previously called for redemption prior to maturity and payment of the redemption price shall have been duly made or provided for in accordance with the hereinafter described Trust Indenture, and to pay interest (but only from the sources hereinafter provided), at the Interest Rate identified above, on such Principal Amount from time to time remaining unpaid, payable on each Interest Payment Date (as hereinafter defined) until payment in full of such Principal Amount. This Bond shall bear interest at such Interest Rate

from the Interest Payment Date next preceding the date of registration and authentication of this Bond, unless (i) this Bond is registered and authenticated as of an Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date, (ii) this Bond is registered and authenticated prior to July 1, 1996, in which event this Bond shall bear interest from the Dated Date of this Bond, or (iii) this Bond is registered after the fifteenth (15th) day of the calendar month immediately preceding an Interest Payment Date (the "Record Date"), but before such Interest Payment Date, in which event this Bond shall bear interest for such Interest Payment Date. Interest on this Bond shall be calculated on the basis of a calendar year consisting of three hundred sixty (360) days and twelve (12) thirty (30) day months. As used herein, the term, "Interest Payment Date" means the first day of each January and July, commencing on July 1, 1996.

The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. The Principal Amount of and premium, if any, on this Bond are payable upon presentation and surrender of this Bond at the principal corporate trust office of the The First National Bank of Chicago in Chicago, Illinois, as Trustee, or its successors in trust (the "Trustee"), unless otherwise permitted by the Indenture. Payment of the interest on this Bond will be made by check or draft of the Trustee mailed on the applicable Interest Payment Date to the person in whose name this Bond is registered at the close of business on the applicable Record Date, whether or not such Record Date is a Business Day, at the address of the Registered Owner as it appears on the registration books of the Issuer maintained by the Trustee; provided, however, that the interest on this Bond and, upon presentation and surrender of this Bond to the Trustee, the principal of and premium, if any, on this Bond are payable by wire transfer to any owner of Bonds (as hereinafter defined) in an aggregate principal amount of at least One Million Dollars ($1,000,000), if such owner shall have requested payment by such method in writing and shall have provided the Trustee with an account number and other necessary information for such purpose on or before the Record Date with respect to the applicable Interest Payment Date.

Reference Is Hereby Made To The Further Provisions Of This Bond Set Forth On The Reverse Side Hereof, And Such Further Provisions Are Hereby Incorporated By Reference As If Fully Set Forth At This Place.

It is hereby certified, recited and declared that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in 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 and the issue of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation applicable to the Issuer; and that the revenues assigned and pledged to the payment of the

principal of, premium, if any, and interest on this Bond and the issue of which it forms a part, as the same become due, are provided to be sufficient in amount for that purpose. This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose, until the Certificate of Authentication on this Bond shall have been dated and signed by the Trustee.

In Witness Whereof, The City of Chicago, Illinois, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor of the Issuer and the seal of the Issuer to be impressed or imprinted hereon and attested by the manual or facsimile signature of the City Clerk of the Issuer, all as of the Dated Date identified above.

City of Chicago, Illinois

By: _____
Mayor

[Seal]

Attest:

_____
City Clerk

Trustee's Certificate Of Authentication.

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

Date of Authentication: _____

The First National Bank of Chicago,
as Trustee

_____
Authorized Signature

[Form Of Reverse Side Of Series 1996-A Bond]

This Bond is one of a duly authorized issue of Collaterized Single-Family Mortgage Revenue Bonds, Series 1996-A of the Issuer, issued in the aggregate principal amount of $_____ (the "Series 1996-A Bonds") which, together with the Collaterized Single-Family Mortgage Revenue Bonds, Series 1996-B Bonds of the Issuer, issued in the aggregate principal amount of $_____ (the "Series 1996-B Bonds", and the Series 1996-A Bonds and the Series 1996-B Bonds being collectively referred to herein as the "Bonds") are issued under and (except as otherwise provided therein) equally and ratably secured by and entitled to the protection of a Trust Indenture dated as of January 1, 1996 (which Indenture, as from time to time supplemented and amended, is hereinafter referred to as the "Indenture"), duly executed and delivered by the Issuer to the Trustee, for the purpose of obtaining funds to finance the acquisition of mortgage-backed securities (the "G.N.M.A. Securities") of the Government National Mortgage Association ("G.N.M.A."), evidencing a guarantee by G.N.M.A. of the timely payment, the acquisition of certain mortgage-backed securities (the "F.H.L.M.C. Securities") of the Federal Home Loan Mortgage Corporation ("F.H.L.M.C."), evidencing a guarantee by F.H.L.M.C. of the timely payment, the acquisition of mortgage-backed securities (the "F.N.M.A. Securities") of the Federal National Mortgage Association ("F.N.M.A."), evidencing a guarantee by F.N.M.A. of the timely payment, of monthly principal of and interest on certain qualified mortgage loans made to finance the purchase of residential real property by qualifying persons of low- and moderate-income (the "Mortgage Loans") located within the City of Chicago, Illinois. The Mortgage Loans are to be originated by certain mortgage lending institutions (the "Lenders") pursuant to an Origination and Servicing Agreement dated as of January 1, 1996, by and among the Issuer, the Trustee and the Lenders (which Origination and Servicing Agreement, as from time to time supplemented and amended, is referred to herein as the "Agreement"). Pursuant to the Indenture, the Issuer has assigned and pledged the G.N.M.A. Securities, the F.H.L.M.C. Securities, the F.N.M.A. Securities, the proceeds thereof and the Agreement, except certain retained rights (the "Trust Estate"), to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Bonds. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the rights, duties and obligations of the Issuer, the Trustee and the

owners of the Bonds and the terms and conditions upon which the Bonds are issued and secured.

The Bonds are issued under the provisions of and in full compliance with the Constitution and the laws of the State of Illinois (the "State"), including particularly Article VII, Section 6 of the 1970 Constitution (the "Act"), and ordinances duly adopted by the City Council of the Issuer pursuant to which the Bonds are issued and which authorize, among other things, the execution and delivery of the Agreement and the Indenture. This Bond and the issue of which it forms a part are special, limited obligations of the Issuer, payable solely from the Trust Estate. The Bonds, together with interest thereon, are not general or moral obligations of the Issuer, but are special, limited obligations, payable solely from the Trust Estate, and shall be a valid claim of the owners thereof against the Trust Estate, as provided herein, which is hereby assigned, pledged and otherwise secured for the equal and ratable payment of the Bonds (except as otherwise provided therein), and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or the Agreement. The Bonds and the interest thereon do not constitute an indebtedness, liability, general or moral obligation or a loan of credit of the Issuer, the State, any political subdivision thereof or any lender, within the meaning of any constitutional or statutory provisions, but are payable solely from the sources above described. Neither the faith and credit nor the taxing power of the Issuer, the State or any political subdivision thereof, nor the faith and credit of any lender, is pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto. The Issuer does not have any right or authority to levy taxes to pay the principal of or interest on the Bonds or any judgment against the Issuer on account thereof. No owner of any Bonds shall have the right to compel any exercise of the taxing power of the Issuer, the State or any political subdivision thereof to pay the Bonds or the interest thereon.

The Series 1996-A Bonds maturing on _____ 1, 20__, are subject to redemption prior to maturity at the option of the Issuer (from any available moneys, other than moneys to be used to mandatorily redeem Bonds prior to maturity pursuant to the Indenture) on any date on and after January 1, 2006, as a whole or in part by lot in such manner as shall be designated by the Trustee, at the redemption prices set forth in the table below (expressed as percentages of the principal amount thereby being redeemed) plus accrued interest to the date fixed for redemption:

Redemption Dates (Dates Inclusive)	Redemption Prices
January 1, 2006 through December 31, 2006	103%

Redemption Dates (Dates Inclusive)	Redemption Prices
January 1, 2007 through December 31, 2007	102%
January 1, 2008 through December 31, 2008	101
January 1, 2009 and thereafter	100

The Series 1996-A Bonds maturing on _____ 1, 20__, are subject to redemption prior to maturity at the option of the Issuer (from any available moneys, other than moneys to be used to mandatorily redeem Bonds prior to maturity pursuant to the Indenture) on any date on and after January 1, 2005, as a whole or in part by lot in such manner as shall be designated by the Trustee, at the redemption prices set forth in the table below (expressed as percentages of the principal amount thereby being redeemed) plus accrued interest to the date fixed for redemption:

Redemption Dates (Dates Inclusive)	Redemption Prices
January 1, 2006 through December 31, 2006	105%
January 1, 2007 through December 31, 2007	104
January 1, 2008 through December 31, 2008	103
January 1, 2009 through December 31, 2009	102
January 1, 2010 through December 31, 2010	101
January 1, 2011 and thereafter	100

The Series 1996-A Bonds are subject to special mandatory redemption prior to maturity at a redemption price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, as follows:

(1) as a whole or in part, on the first day of each calendar month, from amounts on deposit in Account A of the Redemption Fund representing Prepayments derived from the Securities purchased by the Trustee on or prior to _____ 15, 1996 (except as otherwise provided in the Indenture), together with other available moneys, and to the extent that the amounts on deposit in Account A of the Redemption Fund are at least

Twenty-five Thousand Dollars ($25,000), subject to the provisions of the Indenture; and

(2) as a whole, on any date, if amounts held in the Revenue Fund, the Interest Fund, the Principal Fund, the Rebate Fund (exclusive of the Rebate Amount) and the Redemption Fund are sufficient to redeem the Bonds prior to maturity and shall be transferred to the Redemption Fund, pursuant to the Indenture, and to pay the Trustee's Fee and Program expenses then due and payable.

Moneys available for such redemption pursuant to paragraph (1) above shall be applied under certain circumstances to the Series 1996-A Bonds maturing on _____ 1, 20__, on a priority basis, and under other circumstances on a pro rata basis, as set forth in the Indenture.

The Series 1996-A Bonds maturing on _____ 1, 20__, are subject to mandatory redemption in part by lot in such manner as shall be designated by the Trustee on January 1 and July 1 of the years and in the principal amounts set forth below, 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 (unless any such principal amount shall have been reduced as provided in the Indenture by reason of the earlier redemption of such Series 1996-A Bonds):

Date	Principal Amount

If the Series 1996-A Bonds maturing on such date shall have been called for redemption in part from a source other than from a mandatory sinking fund installment, then the amount of the remaining semi-annual sinking fund installments shall be reduced in the manner provided in the Indenture.

The Series 1996-A Bonds maturing on _____ 1, 20__, are subject to mandatory redemption in part by lot in such manner as shall be designated by the Trustee on January 1 and July 1 of the years and in the principal amount set forth below, 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 (unless any such principal amount shall have been reduced as provided in the Indenture by reason of the earlier redemption of such Series 1996-A Bonds):

Date	Principal Amount	Date	Principal Amount

If the Series 1996-A Bonds maturing on such date shall have been called for redemption in part from a source other than from a mandatory sinking fund installment, then the amount of the remaining semiannual sinking fund installments shall be reduced in the manner provided in the Indenture.

Notice of redemption is required to be given by first class mail, not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, to the owners of any Bonds, or portions thereof, designated for redemption at their addresses appearing on the registration books maintained by the Trustee. The failure of an owner to receive such notice shall not affect the sufficiency of the proceedings for the redemption of any of the Bonds; and neither the failure to mail such notice to a particular owner nor any defect in any notice so mailed shall affect the sufficiency of any of the proceedings for the redemption of Bonds owned by any other owner. Prior to the mailing of the notice of redemption, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof called, together with accrued interest thereon to the date fixed for redemption. All Bonds so called for redemption will cease to bear interest after the specified redemption date.

Subject to the provisions below, the Registered Owner of this Bond may be required to tender this Bond to the Trustee for purchase on _____ 15, 1996 (or such earlier date as shall be established as the Initial Reset Date pursuant to the Indenture) at a purchase price equal to the principal amount hereof and accrued interest, if any, thereon, plus a premium of _____ percent (_____%) in the case of Series 1996-A Bonds maturing on _____ 1, 20____, or on any date on or before _____ 1, 1997, or such later date, as shall be specified by the Remarketing Agent (the "Mandatory Tender Date"), all as more fully provided below. In the event that this Bond shall be subject to mandatory tender on such date, notice of a mandatory tender shall be given by the Trustee by first class mail, postage prepaid, to the Registered Owner of this Bond at its address appearing on the registration books of the Issuer maintained by the Trustee, as Bond Registrar, not less than ten (10) days nor more than fifteen (15) days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date, and shall state that this Bond must be tendered by the Registered Owner hereof for purchase at or before 10:00 A.M., Chicago time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, as defined in the Indenture, on the immediately following

Business Day) to the Trustee at its principal 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 Trustee), 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 premium, if any, and accrued interest, if any, hereon, and if this Bond is not so tendered (an "Unsurrendered Bond"), but there has been irrevocably deposited in the Bond Purchase Fund held by the Trustee under the Indenture an amount sufficient to pay the purchase price for this Bond and all other Bonds so tendered or deemed to be tendered for purchase on the Mandatory Tender Date, this Bond shall be deemed to have been tendered for purchase by the Registered Owner hereof and purchased from such Registered Owner on the Mandatory Tender Date. This Bond shall be tendered by the Registered Owner hereof to the Trustee for purchase at or before 10:00 A.M., Chicago 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 Trustee at its principal 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 Trustee), and on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), the Trustee shall purchase this Bond, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof and interest, if any, hereon, and a premium of _____ percent (____%) in the case of Series 1996-A Bonds maturing on _____ 1, 20____, and the Registered Owner of this Bond, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the times as aforesaid. If this Bond is not tendered at or before 10:00 A.M., Chicago time, on any Mandatory Tender Date, and there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price hereof and all other Bonds tendered or deemed to be tendered for purchase on such Mandatory Tender Date, this Bond shall be deemed to be tendered by the Registered Owner hereof and purchased 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 Trustee, the Trustee 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.

The Bonds are issuable in the form of fully registered Bonds without coupons in denominations of Five Thousand Dollars ($5,000) each and any integral multiples thereof (except as otherwise provided in the Indenture). This Bond is transferable by the Registered Owner or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the

charges provided in the Indenture. This Bond may be exchanged by the Registered Owner or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon the payment of the charges provided in the Indenture. If this Bond is presented for transfer or exchange, it shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature duly satisfactory to the Trustee, duly signed by the Registered Owner or his duly authorized attorney. Upon such transfer or exchange, the Trustee will authenticate a new Bond or Bonds of like series, Dated Date, Maturity Date, Interest Rate and of other authorized denomination or denominations for the same aggregate principal amount, except as otherwise provided in the Indenture. The Issuer and the Trustee shall not be required to transfer or exchange any Bonds (i) during a period beginning at the opening of business on any date of selection of Bonds to be redeemed prior to maturity and ending at the close of business on the day on which the applicable notice of redemption is given, or (ii) selected, called or being called for redemption prior to maturity in whole or in part, or (iii) during a period commencing on the Record Date next preceding an Interest Payment Date through and including such Interest Payment Date. The Issuer and the Trustee may deem and treat the person in whose name this Bond is registered 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 neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. The Indenture prescribes the manner in which it may be discharged, which includes the right of the Issuer to defease the lien of the Indenture by depositing cash or Governmental Obligations (as defined in the Indenture) with the Trustee, as provided in the Indenture.

The Indenture 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 owners of the Bonds at any time by the Issuer with the consent of the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future owners of this Bond and of any Bond issued upon 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 waive certain past defaults under the Indenture and their consequences.

(Form Of Assignment)

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

Ten. Com.	as tenants in common
Ten. Ent.	as tenants by the entireties
Jt. Ten.	as joint tenants with right of survivorship and not as tenants in common

Unif. Gift to Min. Act _____ Custodian _____
(Cust.) (Minor)

under Uniform Gifts to Minors Act

_____
(State)

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

For Value Received, The undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address) (Please Insert Social Security or other Taxpayer Identification Number of Assignee: _____) the within Bond and all rights and title therein, 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.

_____
(Registered Owner)

Dated: _____

Notice: The signature(s) 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.

Signature Guaranteed:

_____

Notice: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Trustee in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

(Sub)Exhibit "B-1"
(To Trust Indenture)

Form Of Series 1996-B Bond.

[Form Of Face Of Series 1996-B Bond Before Conversion Date]

Registered
No. _____

Registered
$_____

City Of Chicago

Collateralized Single-Family Mortgage Revenue Bond.

Series 1996-B

See Reverse Side
for Additional
Provisions

Dated Date: _____, 1996	Maturity Date: _____ 1, 20__	Interest Rate:	C.U.S.I.P. No.:

Registered Owner:

Principal Amount: Dollars

The City of Chicago, Illinois, a municipality and a home rule unit of government organized and existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, promises to pay (but only from the sources hereinafter provided) to the Registered Owner identified above, or registered assigns, the Principal Amount identified above, on the Maturity Date identified above, unless this Bond shall have been previously called for redemption prior to maturity and payment of the redemption price shall have been duly made or provided for in accordance with the hereinafter described Trust Indenture, and to pay interest (but only from the sources hereinafter provided), at the interest rate hereinafter identified, on such Principal Amount from time to time remaining unpaid, payable on each Interest Payment Date (as hereinafter defined) until payment in full of such Principal Amount. This Bond shall bear interest at such interest rate from the Interest Payment Date next preceding the date of registration and authentication of this Bond, unless (i) this Bond is registered and authenticated as of an Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date, (ii) this Bond is registered and authenticated prior to _____, 1996, in which event this Bond shall bear interest from the Dated Date of this Bond, or (iii) this Bond is registered after the fifteenth (15th) day of the calendar month immediately preceding an Interest Payment Date (the "Record Date"), but before such Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date. Interest on this Bond shall initially be calculated on the basis of a calendar year consisting of three hundred sixty (360) days and twelve (12) thirty (30) day months. As used herein, the term, "Interest Payment Date" means _____, 1996, the fifteenth (15th) day of each calendar month thereafter until the Conversion Date (as hereinafter defined) and the first (1st) day of each January and July after the Conversion Date, commencing on July 1, 1997.

This Bond shall initially bear interest at the rate of _____ percent (____%) per annum from the Dated Date until _____ 15, 1996 (or such earlier date as shall be established as the Initial Reset Date pursuant to the Indenture), on which date this Bond shall bear interest at the rate per annum determined by the Remarketing Agent (as defined in the Indenture) as hereinafter provided. At least seven (7) days, but not more than fourteen (14) days prior to the Initial Reset Date, or such later date as hereinafter provided (but not later than _____, 1996 (the "Conversion Date") the Remarketing Agent, having due regard for prevailing financial market

conditions, shall establish on interest rate or rates to be borne by this Bond and the issue of which it forms a part from and after the Conversion Date, until maturity, which interest rate or rates the Remarketing Agent shall determine would be the interest rate or rates, but would not exceed the interest rate or rates, that would result in the market value of this Bond and the issue of which it forms a part on the Conversion Date, being one hundred percent (100%) of the principal amount thereof, having due regard for the maturity date or dates and mandatory sinking fund schedule for this Bond as established by the Remarketing Agent in the Indenture and the issue of which it forms a part; provided, that such interest rate or rates do not exceed nine percent (9%) per annum; provided further, that this Bond and the issue of which it forms a part constituting term bonds may be remarketed at a premium not to exceed eight percent (8%), which premium shall be taken into account in determining such interest rate or rates. On such date of determination, the Remarketing Agent shall give notice of the interest rate as determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer and the Trustee. The determination of such interest rate as aforesaid shall be binding on the Issuer, the Trustee, the Remarketing Agent and the owners from time to time of this Bond, as determined by the Remarketing Agent. George K. Baum & Company has been appointed as the "Remarketing Agent" under the Indenture.

Having due regard for prevailing financial market conditions, at least seven (7) days prior to _____ 15, 1996, and at least seven (7) days prior to the fifteenth (15th) day of each calendar month thereafter to and including _____ 15, 1996, the Remarketing Agent may notify the Issuer and the Trustee by telephone or facsimile transmission promptly confirmed in writing that the Remarketing Agent shall not determine a fixed interest rate or rate for this Bond and the issue of which it is a part to maturity. In such event, on the business day immediately preceding _____ 15, 1996, or the fifteenth (15th) day of each calendar month thereafter to and including _____ 15, 1996, the Remarketing Agent, having due regard for prevailing financial market conditions, shall establish an interest rate to be borne by this Bond and the issue of which it is a part from _____15, 1996, or such fifteenth (15th) day of a calendar month thereafter, as the case may be, to and including the fourteenth (14th) day of the immediately following calendar month, which interest rate the Remarketing Agent shall determine would be the interest rate, but would not exceed the interest rate, that would result in the market value of this Bond and the issue of which it forms a part on the effective date of such interest rate being one hundred percent (100%) of the principal amount thereof; provided that such interest rate does not exceed nine percent (9%) per annum. On such date of determination, the Remarketing Agent shall give notice of the interest rate so determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer and the Trustee. The determination of such interest rate as aforesaid shall be binding on the Issuer, the Trustee, the Remarketing Agent and the owners from time to time of all of the Series 1996-B Bonds, as determined by the Remarketing Agent.

The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. The Principal Amount of and premium, if any, on this Bond are payable upon presentation and surrender of this Bond at the principal corporate trust office of the The First National Bank of Chicago in Chicago, Illinois, as Trustee, or its successors in trust (the ("Trustee"), unless otherwise permitted by the Indenture. Payment of the interest on this Bond will be made by check or draft of the Trustee mailed on the applicable Interest Payment Date to the person in whose name this Bond is registered at the close of business on the applicable Record Date, whether or not such Record Date is a Business Day, at the address of the Registered Owner as it appears on the registration books of the Issuer maintained by the Trustee; provided, however, that the interest on this Bond and, upon presentation and surrender of this Bond to the Trustee, the principal of and premium, if any, on this Bond are payable by wire transfer to any owner of Bonds (as hereinafter defined) in an aggregate principal amount of at least One Million Dollars ($1,000,000), if such owner shall have requested payment by such method in writing and shall have provided the Trustee with an account number and other necessary information for such purpose on or before the Record Date with respect to the applicable Interest Payment Date.

Reference Is Hereby Made To The Further Provisions Of This Bond Set Forth On The Reverse Side Hereof, And Such Further Provisions Are Hereby Incorporated By Reference As If Fully Set Forth At This Place.

It is hereby certified, recited and declared that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in 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 and the issue of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation applicable to the Issuer; and that the revenues assigned and pledged to the payment of the principal of, premium, if any, and interest on this Bond and the issue of which it forms a part, as the same become due, are provided to be sufficient in amount for that purpose. This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose, until the Certificate of Authentication on this Bond shall have been dated and signed by the Trustee.

In Witness Whereof, The City of Chicago, Illinois, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor of the Issuer and the seal of the Issuer to be impressed or imprinted hereon and attested by the manual or facsimile signature of the City Clerk of the Issuer, all as of the Dated Date identified above.

City of Chicago, Illinois

By: _____
Mayor

[Seal]

Attest:

_____
City Clerk

Trustee's Certificate Of Authentication.

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

Date of Authentication: _____

The First National Bank of Chicago,
as Trustee

_____
Authorized Signature

[Form Of Reverse Side Of Series 1996-B Bond
Before Conversion Date]

This Bond is one of a duly authorized issue of Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-B of the Issuer, issued in the aggregate principal amount of $_____ (the "Series 1996-B Bonds ") which, together with the Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-A Bonds of the Issuer, issued in the aggregate principal amount of $_____ (the "Series 1996-A Bonds", and the Series 1996-A Bonds and the Series 1996-B Bonds being collectively referred to herein as the "Bonds") are issued under and (except as otherwise provided therein) equally and ratably secured by and entitled to the protection of a Trust Indenture dated as of January 1, 1996 (which Indenture, as from time to time supplemented and amended, is hereinafter referred to as the "Indenture"), duly executed and delivered by the Issuer to the Trustee, for the purpose of obtaining funds to finance the acquisition of mortgage-backed securities (the "G.N.M.A. Securities") of the Government National Mortgage Association ("G.N.M.A."), evidencing a guarantee by G.N.M.A. of the timely payment, the acquisition of certain mortgage-backed securities (the "F.H.L.M.C. Securities") of the Federal Home Loan Mortgage Corporation ("F.H.L.M.C."), evidencing a guarantee by F.H.L.M.C. of the timely payment, and the acquisition of mortgage-backed securities (the "F.N.M.A. Securities") of the Federal National Mortgage Association ("F.N.M.A."), evidencing a guarantee by F.N.M.A. of the timely payment, of monthly principal of and interest on certain qualified mortgage loans made to finance the purchase of residential real property by qualifying persons of low- and moderate-income (the "Mortgage Loans") located within the City of Chicago. The Mortgage Loans are to be originated by certain mortgage lending institutions (the "Lenders") pursuant to an Origination and Servicing Agreement dated as of January 1, 1996, by and among the Issuer, the Trustee and the Lenders (which Origination and Servicing Agreement, as from time to time supplemented and amended, is referred to herein as the "Agreement"). Pursuant to the Indenture, the Issuer has assigned and pledged the G.N.M.A. Securities, the F.H.L.M.C. Securities, the F.N.M.A. Securities, the proceeds thereof and the Agreement, except certain retained rights (the "Trust Estate"), to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Bonds. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds and the terms and conditions upon which the Bonds are issued and secured.

The Bonds are issued under the provisions of and in full compliance with the Constitution and the laws of the State of Illinois (the "State"), including particularly Article VII, Section 6 of the 1970 Constitution (the "Act"), and an ordinance duly adopted by the City Council of the Issuer pursuant to which the Bonds are issued and which authorizes, among other things, the execution and delivery of the Agreement and the Indenture. This Bond and the issue of which it forms a part are special, limited obligations of the Issuer, payable solely from the Trust Estate. The Bonds, together with interest thereon, are not general or moral obligations of the Issuer, but are special, limited obligations, payable solely from the Trust Estate, and shall

be a valid claim of the owners thereof against the Trust Estate, as provided herein, which is hereby assigned, pledged and otherwise secured for the equal and ratable payment of the Bonds (except as otherwise provided therein), and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or the Agreement. The Bonds and the interest thereon do not constitute an indebtedness, liability, general or moral obligation or a loan of credit of the Issuer, the State, any political subdivision thereof or any Lender, within the meaning of any constitutional or statutory provisions, but are payable solely from the sources above described. Neither the faith and credit nor the taxing power of the Issuer, the State or any political subdivision thereof, nor the faith and credit of any Lender, is pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto. The Issuer does not have any right or authority to levy taxes to pay the principal of or interest on the Bonds or any judgment against the Issuer on account thereof. No owner of any Bonds shall have the right to compel any exercise of the taxing power of the Issuer, the State or any political subdivision thereof to pay the Bonds or the interest thereon.

The Series 1996-B Bonds are subject to optional and mandatory redemption as set forth in the Indenture.

Subject to the provisions below, the Registered Owner of this Bond may be required to tender this Bond to the Trustee for purchase on _____ 15, 1996 (or such earlier date as shall be established on the Initial Reset Date pursuant to the Indenture), and on the fifteenth (15th) day of each calendar month thereafter to and including _____ 15, 1996, until the Conversion Date (the "Mandatory Tender Date"), all as more fully provided below. Notice of a mandatory tender shall be given by the Trustee by first class mail, postage prepaid, to the Registered Owner of this Bond at its address appearing on the registration books of the Issuer maintained by the Trustee, as Bond Registrar, not less than ten (10) days nor more than fifteen (15) days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date, and shall state that this Bond must be tendered by the Registered Owner hereof for purchase at or before 10:00 A.M., Chicago time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, as defined in the Indenture, on the immediately following Business Day) to the Trustee at its principal 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 Trustee), 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 and accrued interest, if any, hereon, and if this Bond is not so tendered (an "Unsurrendered Bond"), but there has been irrevocably deposited in the Bond Purchase Fund held by the Trustee under the Indenture an amount sufficient to pay the purchase price for this Bond and all other Bonds so

tendered or deemed to be tendered for purchase on the Mandatory Tender Date, this Bond shall be deemed to have been tendered for purchase by the Registered Owner hereof and purchased from such Registered Owner on the Mandatory Tender Date. This Bond shall be tendered by the registered Owner hereof to the Trustee for purchase at or before 10:00 A.M., Chicago 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 Trustee at its principal 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 Trustee), and on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), the Trustee shall purchase this Bond, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof and interest, if any, hereon and the Registered Owner of this Bond, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the times as aforesaid. If this Bond is not tendered at or before 10:00 A.M., Chicago time, on any Mandatory Tender Date, and there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price hereof and all other Bonds tendered or deemed to be tendered for purchase on such Mandatory Tender Date, this Bond shall be deemed to be tendered by the Registered Owner hereof and purchased 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 Trustee, the Trustee 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.

The Bonds are issuable in the form of fully registered Bonds without coupons in denominations of Five Thousand Dollars ($5,000) each and any integral multiples thereof (except as otherwise provided in the Indenture). This Bond is transferable by the Registered Owner or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture. This Bond may be exchanged by the Registered Owner or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon the payment of the charges provided in the Indenture. If this Bond is presented for transfer or exchange, it shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature duly satisfactory to the Trustee, duly signed by the Registered Owner or his duly authorized attorney. Upon such transfer or exchange, the Trustee will authenticate a new Bond or Bonds of like series, Dated Date, Maturity Date, Interest Rate and of other authorized denomination or denominations for the same aggregate principal amount. The Issuer and the Trustee shall not be required to transfer or exchange any Bonds (i) during a period beginning at

the opening of business on any date of selection of Bonds to be redeemed prior to maturity and ending at the close of business on the day on which the applicable notice of redemption is given, or (ii) selected, called or being called for redemption prior to maturity in whole or in part, or (iii) during a period commencing on the Record Date next preceding an Interest Payment Date through and including such Interest Payment Date. The Issuer and the Trustee may deem and treat the person in whose name this Bond is registered 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 neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. The Indenture prescribes the manner in which it may be discharged, which induces the right of the Issuer to defease the lien of the Indenture by depositing cash or Governmental Obligations (as defined in the Indenture) with the Trustee, as provided in the Indenture.

The Indenture 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 owners of the Bonds at any time by the Issuer with the consent of the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future owners of this Bond and of any Bond issued upon 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 waive certain past defaults under the Indenture and their consequences.

(Form Of Assignment)

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

Ten. Com.	as tenants in common
Ten. Ent.	as tenants by the entireties
Jt. Ten.	as joint tenants with right of survivorship and not as tenants in common

Unif. Gift to Min. Act _____ Custodian _____
(Cust.) (Minor)

under Uniform Gifts to Minors Act

_____
(State)

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

For Value Received, The undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address) (Please Insert Social Security or other Taxpayer Identification Number of Assignee: _____) the within Bond and all rights and title therein, 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.

_____
(Registered Owner)

Dated: _____

Notice: The signature(s) 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.

Signature Guaranteed:

_____

Notice: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements

include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Trustee in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

(Sub)Exhibit "B-2"
(To Trust Indenture)

Form Of Series 1996-B Bond.

[Form Of Face Of Series 1996-B Bond After Conversion Date]

Registered
No. _____

Registered
$_____

City Of Chicago

Collateralized Single-Family Mortgage Revenue Bond.

Series 1996-B

See Reverse Side
for Additional
Provisions

Dated Date: _____, 1996	Maturity Date: _____ 1, ____	Interest Rate:	C.U.S.I.P. No.:

Registered Owner:

Principal Amount: Dollars

The City of Chicago, Illinois, a municipality and a home rule unit of government organized and existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, promises to pay (but only from the sources hereinafter provided) to the Registered Owner identified above, or registered assigns, the Principal Amount identified above, on the Maturity Date identified above, unless this Bond shall have been previously called for redemption prior to maturity and payment of the redemption price shall have been duly made or provided for in accordance with the hereinafter described Trust Indenture, and to pay interest (but only from the sources hereinafter provided), at the Interest Rate hereinafter identified above, on such Principal Amount from time to time remaining unpaid, payable on each January 1 and July 1, commencing on July 1, 1997 (an "Interest Payment Date") until payment in full of such Principal Amount. This Bond shall bear interest at such Interest Rate from the Interest Payment Date next preceding the date of registration and authentication of this Bond, unless (i) this Bond is registered and authenticated as of an Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date, (ii) this Bond is registered and authenticated prior to July 1, 1997, in which event this Bond shall bear interest from _____ 15, 1996, or (iii) this Bond is registered after the fifteenth (15th) day of the calendar month immediately preceding an Interest Payment Date (the "Record Date"), but before such Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date. Interest on this Bond shall initially be calculated on the basis of a calendar year consisting of three hundred sixty (360) days and twelve (12) thirty (30) day months.

The principal of, premium, if any, of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. The Principal Amount of and premium, if any, on this Bond are payable upon presentation and surrender of this Bond at the principal corporate trust office of The First National Bank of Chicago in Chicago, Illinois, as Trustee, or its successors in trust (the "Trustee"), unless otherwise permitted by the Indenture. Payment of the interest on this Bond will be made by check or draft of the Trustee mailed on the applicable Interest Payment Date to the person in whose name this Bond is registered at the close of business on the applicable Record Date, whether or not such Record Date is a Business Day, at the address of the Registered Owner as it appears on the registration books of the Issuer maintained by the Trustee; provided, however, that the interest on this Bond and, upon presentation and surrender of this Bond to the Trustee, the principal of and premium, if any, on this Bond are payable by wire transfer to any owner of Bonds (as hereinafter defined) in an aggregate principal amount of at least One Million Dollars ($1,000,000), if such owner shall have requested payment by such method in writing and shall have provided the Trustee with an account number and other necessary information for such purpose on or before the Record Date with respect to the applicable Interest Payment Date.

Reference Is Hereby Made To The Further Provisions Of This Bond Set Forth On The Reverse Side Hereof, And Such Further Provisions Are Hereby Incorporated By Reference As If Fully Set Forth At This Place.

It is hereby certified, recited and declared that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in 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 and the issue of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation applicable to the Issuer; and that the revenues assigned and pledged to the payment of the principal of, premium, if any, and interest on this Bond and the issue of which it forms a part, as the same become due, are provided to be sufficient in amount for that purpose. This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose, until the Certificate of Authentication on this Bond shall have been dated and signed by the Trustee.

In Witness Whereof, The City of Chicago, Illinois, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor of the Issuer and the seal of the Issuer to be impressed or imprinted hereon and attested by the manual or facsimile signature of the City Clerk of the Issuer, all as of the Dated Date identified above.

City of Chicago, Illinois

By: _____
Mayor

[Seal]

Attest:

_____
City Clerk

Trustee's Certificate Of Authentication.

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

Date of Authentication: _____

The First National Bank of Chicago,
as Trustee

_____
Authorized Signature

[Form Of Reverse Side Of Series 1996-B Bond
After Conversion Date]

This Bond is one of a duly authorized issue of Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-B of the Issuer, issued in the aggregate principal amount of $_____ (the "Series 1996-B Bonds") which, together with the Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-A of the Issuer, issued in the aggregate principal amount of $_____ (the "Series 1996-A Bonds", and the Series 1996-A Bonds and the Series 1996-B Bonds being collectively referred to herein as the "Bonds") are issued under and (except as otherwise provided therein) equally and ratably secured by and entitled to the protection of a Trust Indenture dated as of January 1, 1996 (which Indenture, as from time to time supplemented and amended, is hereinafter referred to as the "Indenture"), duly executed and delivered by the Issuer to the Trustee, for the purpose of obtaining funds to finance the acquisition of mortgage-backed securities (the "G.N.M.A. Securities") of the Government National Mortgage Association ("G.N.M.A."), evidencing a guarantee by G.N.M.A. of the timely payment, the acquisition of certain mortgage-backed securities (the "F.H.L.M.C. Securities") of the Federal Home Loan Mortgage Corporation ("F.H.L.M.C."), evidencing a guarantee by F.H.L.M.C. of the timely payment, and the acquisition of mortgage-backed securities (the "F.N.M.A. Securities") of the Federal National Mortgage Association ("F.N.M.A."), evidencing a guarantee by F.N.M.A. of the timely payment, of monthly principal of and interest on certain qualified mortgage loans made to finance the purchase of residential real property by qualifying persons of low- and

moderate-income (the "Mortgage Loans") located within the City of Chicago, Illinois. The Mortgage Loans are to be originated by certain mortgage lending institutions (the "Lenders") pursuant to an Origination and Servicing Agreement dated as of January 1, 1996, by and among the Issuer, the Trustee and the Lenders (which Origination and Servicing Agreement, as from time to time supplemented and amended, is referred to herein as the "Agreement"). Pursuant to the Indenture, the Issuer has assigned and pledged the G.N.M.A. Securities, the F.H.L.M.C. Securities, the F.N.M.A. Securities, the proceeds thereof and the Agreement, except certain retained rights (the "Trust Estate"), to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Bonds. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds and the terms and conditions upon which the Bonds are issued and secured.

The Bonds are issued under the provisions of and in full compliance with the Constitution and the laws of the State of Illinois (the "State"), including particularly Article VII, Section 6 of the 1970 Constitution (the "Act"), and an ordinance duly adopted by the City Council of the Issuer pursuant to which the Bonds are issued and which authorize, among other things, the execution and delivery of the Agreement and the Indenture. This Bond and the issue of which it forms a part are special, limited obligations of the Issuer, payable solely from the Trust Estate. The Bonds, together with interest thereon, are not general or moral obligations of the Issuer, but are special, limited obligations, payable solely from the Trust Estate, and shall be a valid claim of the owners thereof against the Trust Estate, as provided herein, which is hereby assigned, pledged and otherwise secured for the equal and ratable payment of the Bonds (except as otherwise provided therein), and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or the Agreement. The Bonds and the interest thereon do not constitute an indebtedness, liability, general or moral obligation or a loan of credit of the Issuer, the State, any political subdivision thereof or any Lender, within the meaning of any constitutional or statutory provisions, but are payable solely from the sources above described. Neither the faith and credit nor the taxing power of the Issuer, the State or any political subdivision thereof, nor the faith and credit of any Lender, is pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto. The Issuer does not have any right or authority to levy taxes to pay the principal of or interest on the Bonds or any judgment against the Issuer on account thereof. No owner of any Bonds shall have the right to compel any exercise of the taxing power of the Issuer, the State or any political subdivision thereof to pay the Bonds or the interest thereon.

The Series 1996-B Bonds maturing on _____ 1, 20__, are subject to redemption prior to maturity at the option of the Issuer (from any available moneys, other than moneys to be used to mandatorily redeem

Bonds prior to maturity pursuant to the Indenture) on any date on and after _____, 2006, as a whole or in part by lot in such manner as shall be designated by the Trustee, at the redemption prices set forth in the table below (expressed as percentages of the principal amount thereby being redeemed) plus accrued interest to the date fixed for redemption:

Redemption Dates (Dates Inclusive)	Redemption Prices
_____, 2006 through _____, 2007	103%
_____, 2007 through _____, 2008	102
_____, 2008 through _____, 2009	101
_____, 2009 and thereafter	100

The Series 1996-B Bonds maturing on _____ 1, 20__, are subject to redemption prior to maturity at the option of the Issuer (from any available moneys, other than moneys to be used to mandatorily redeem Bonds prior to maturity pursuant to the Indenture) on any date on and after _____, 2006, as a whole or in part by lot in such manner as shall be designated by the Trustee, at the redemption prices set forth in the table below (expressed as percentages of the principal amount thereby being redeemed) plus accrued interest to the date fixed for redemption:

Redemption Dates (Dates Inclusive)	Redemption Prices
_____, 2006 through _____, 2007	105%
_____, 2007 through _____, 2008	104
_____, 2008 through _____, 2009	103
_____, 2009 through _____, 2010	102
_____, 2010 through _____, 2011	101
_____, 2011 and thereafter	100

The Series 1996-B Bonds are subject to special mandatory redemption prior to maturity at a redemption price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption (and in the event of a redemption prior to maturity pursuant to paragraph (1) below, a premium equal to ____% of the principal amount thereof being redeemed in the case of the Bonds maturity on _____ 1, 20__) as follows:

(1) as a whole or in part, on _____ 1, 1997, or such later date as shall be determined in accordance with the Indenture, from moneys transferred to Account B of the Redemption Fund from the Program Fund pursuant to the Indenture, and representing Bond proceeds which have not been used to purchase G.N.M.A. Securities, F.H.L.M.C. Securities and the F.N.M.A. Securities by such date;

(2) as a whole or in part, on the first day of each calendar month, from amounts on deposit in Account B of the Redemption Fund representing Prepayments derived from Securities purchased by the Trustee after _____ 15, 1996 (except as otherwise provided in the Indenture), together with other available moneys, and to the extent that the amounts on deposit in the Redemption Fund is at least Twenty-five Thousand Dollars ($25,000), subject to the provisions of the Indenture; and

(3) as a whole, on any Interest Payment Date, if amounts held in the Revenue Fund, the Interest Fund, the Principal Fund, the Rebate Fund (exclusive of the Rebate Amount) and the Redemption Fund are sufficient to redeem the Bonds prior to maturity and shall be transferred to the Redemption Fund, pursuant to the Indenture, and to pay the Trustee's Fee and Program Expenses then due and payable.

Moneys available for such redemption pursuant to paragraph (1) above shall be applied under certain circumstances to the Series 1996-B Bonds maturing on _____ 1, 20__, on a priority basis, and under other circumstances on a pro rata basis, as set forth in the Indenture.

The Series 1996-B Bonds maturing on _____, 20__, are subject to mandatory redemption in part by lot in such manner as shall be designated by the Trustee on January 1 and July 1 of the years and in the principal amounts set forth below, 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 (unless any such principal amount shall have been reduced as provided in the Indenture by reason of the earlier redemption of such Series 1996-B Bonds):

Date	Principal Amount

If the Series 1996-B Bonds maturing on such date shall have been called for redemption in part from a source other than from a mandatory sinking fund installment, then the amount of the remaining semiannual sinking fund installments shall be reduced in the manner provided in the Indenture.

The Series 1996-B Bonds maturing on _____ 1, 20__, are subject to mandatory redemption in part by lot in such manner as shall be designated by the Trustee on January 1 and July 1 of the years and in the principal amounts set forth below, 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 (unless any such principal amount shall have been reduced as provided in the Indenture by reason of the earlier redemption of such Series 1996-B Bonds):

Date	Principal Amount	Date	Principal Amount

If the Series 1996-B Bonds maturing on such date shall have been called for redemption in part from a source other than from a mandatory sinking fund installment, then the amount of the remaining semiannual sinking fund installments shall be reduced in the manner provided in the Indenture.

Notice of redemption is required to be given by first class mail, not less than thirty (30) days (or in the event of a redemption prior to maturity pursuant to subparagraph (1) of the third immediately preceding paragraph, not less than fifteen (15) days) nor more than sixty (60) days prior to the date fixed for redemption, to the owners of any Bonds, or portions thereof, designated for redemption at their addresses appearing on the registration books maintained by the Trustee. The failure of an owner to receive such notice shall not affect the sufficiency of the proceedings for the redemption of any of the Bonds; and neither the failure to mail such notice to a particular owner nor any defect in any notice so mailed shall affect the sufficiency of any of the proceedings for the redemption of Bonds owned by any other owner. Prior to the mailing of the notice of redemption, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof

called, together with accrued interest thereon to the date fixed for redemption. All Bonds so called for redemption will cease to bear interest after the specified redemption date.

The Bonds are issuable in the form of fully registered Bonds without coupons in denominations of Five Thousand Dollars ($5,000) each and any integral multiples thereof (except as otherwise provided in the Indenture). This Bond is transferable by the Registered Owner or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture. This Bond may be exchanged by the Registered Owner or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon the payment of the charges provided in the Indenture. If this Bond is presented for transfer or exchange, it shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature duly satisfactory to the Trustee, duly signed by the Registered Owner or his duly authorized attorney. Upon such transfer or exchange, the Trustee will authenticate a new Bond or Bonds of like series, Dated Date, Maturity Date, Interest Rate and of other authorized denomination or denominations for the same aggregate principal amount. The Issuer and the Trustee shall not be required to transfer or exchange any Bonds (i) during a period beginning at the opening of business on any date of selection of Bonds to be redeemed prior to maturity and ending at the close of business on the day on which the applicable notice of redemption is given, or (ii) selected, called or being called for redemption prior to maturity in whole or in part, or (iii) during a period commencing on the Record Date next preceding an Interest Payment Date through and including such Interest Payment Date. The Issuer and the Trustee may deem and treat the person in whose name this Bond is registered 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 neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. The Indenture prescribes the manner in which it may be discharged, which includes the right of the Issuer to defease the lien of the Indenture by depositing cash or Governmental Obligations (as defined in the Indenture) with the Trustee, as provided in the Indenture.

The Indenture 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 owners of the Bonds at any time by the Issuer with the consent of the owners of not less than a majority in aggregate

principal amount of the Bonds then outstanding. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future owners of this Bond and of any Bond issued upon 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 waive certain past defaults under the Indenture and their consequences.

(Form Of Assignment)

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

Ten. Com.	as tenants in common
Ten. Ent.	as tenants by the entireties
Jt. Ten.	as joint tenants with right of survivorship and not as tenants in common

Unif. Gift to Min. Act _____ Custodian _____
(Cust.) (Minor)

under Uniform Gifts to Minors Act

_____
(State)

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

For Value Received, The undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address) (Please Insert Social Security or other Taxpayer Identification Number of Assignee: _____) the within Bond and all rights and title therein, 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.

_____
(Registered Owner)

Dated: _____

Notice: The signature(s) 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.

Signature Guaranteed:

_____

Notice: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Trustee in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

(Sub)Exhibit "C".
(To Trust Indenture)

Table Of Outstanding Bonds.

_____

_____

_____

_____

City Of Chicago, Illinois

Origination And Servicing Agreement

$_____

Collateralized

Single-Family Mortgage Revenue Bonds, Series 1996-A

And

$_____

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-B.

Dated As Of January 1, 1996.

This Origination And Servicing Agreement dated as of January 1, 1996, by and among each lending institution designated as a lender on the signature page of this (collectively, the "Lenders"); The First National Bank of Chicago, a national banking association duly organized and validly existing under the laws of the United States of America, having its main banking house in Chicago, Illinois, as trustee (the "Trustee"); and the City of Chicago, Illinois, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer");

Witnesseth:

Whereas, Pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance duly adopted by the City Council of the Issuer, the Issuer is authorized to issue its revenue bonds in order to aid in providing an adequate supply of residential housing for low- and moderate-income persons and families within the City of Chicago, Illinois (the "Program"), which constitutes a valid public purpose for the issuance of revenue bonds by the Issuer; and

Whereas, Pursuant to the Constitution and the laws of the State of Illinois, to provide for the Program, the Issuer now proposes to issue, sell and

deliver its Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-A (the "Series 1996-A Bonds") in the aggregate principal amount of $_____, and its Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-B (the "Series 1996-B Bonds") in the aggregate principal amount of $_____, for the purpose of obtaining funds to finance the acquisition of mortgage backed securities (the "G.N.M.A. Securities") of the Government National Mortgage Association ("G.N.M.A."), certain mortgage pass-through securities ("F.N.M.A. Securities") issued by the Federal National Mortgage Association ("F.N.M.A.") and/or certain mortgage pass-through securities (the "F.H.L.M.C. Securities") issued by the Federal Home Loan Mortgage Corporation ("F.H.L.M.C."), in each case backed by certain qualified mortgage loans (the "Mortgage Loans"), all under and in accordance with the Constitution and laws of the State of Illinois; and

Whereas, Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the "Code"), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof, the proceeds of which are to be used to finance owner-occupied residences, shall be excludable from gross income of the owners thereof for Federal income tax purposes if such issue meets certain requirements stated in Sections 141 through 150 of the Code; and

Whereas, To assist in effectuating the Program, the Issuer and the Trustee have undertaken to enter into this Origination and Servicing Agreement with the Lenders, whereby the Lenders agree to assist the Issuer and the Trustee by originating and/or servicing Mortgage Loans under the Program in a competent and professional manner; and

Whereas, Upon the origination of sufficient aggregate amounts of qualified Mortgage Loans by the Lenders pursuant to the requirements of this Origination and Servicing Agreement, the Trustee will acquire G.N.M.A. Securities, F.N.M.A. Securities and/or F.H.L.M.C. Securities from the Master Servicers and the Servicing Lenders (as such terms are hereinafter defined and collectively referred to herein as the "Servicers") with respect to such Mortgage Loans, and the Trustee under a Trust Indenture pursuant to which the Series 1996-A Bonds and the Series 1996-B Bonds (the "Bonds") are issued (the "Indenture") will hold such securities under such Indenture for the payment of the principal of, premium, if any, and interest on the Bonds as required under the Indenture; and

Whereas, Each Lender desires to participate in the Program pursuant to the terms and conditions of this Origination and Servicing Agreement, together with all supplements and amendments hereto, and also pursuant to the terms and conditions of certain Offers to Originate (including by reference certain Invitations to Participate) (the "Offers") (this Origination and Servicing Agreement and the Offers being collectively referred to herein as the "Agreement"); and

Whereas, The Servicers will, subject to the terms hereof, administer the Program and service the Mortgage Loans;

Now, Therefore, In consideration of the premises, and of the mutual covenants and agreements herein contained, the Issuer, the Lenders and the Trustee agree, as follows:

Article I.

Definitions.

Unless otherwise defined herein, all words and phrases defined in Article I of the Indenture (as hereinafter defined) shall have the same meaning herein. In addition, the following words and phrases shall have the following meanings:

"Act" means Section 6 of Article VII of the 1970 Constitution of the state.

"Affidavit of Mortgagor" means the appropriate affidavit in substantially the same form as (Sub)Exhibit C-1 attached to and made a part of this agreement.

"Agreement" means this Origination and Servicing Agreement, including each offer and invitation, as from time to time supplemented and amended.

"Assignment of Mortgage Note and Mortgage" means the instrument in substantially the same form as (Sub)Exhibit H attached hereto and made a part hereof and acceptable to a master servicer, completed and executed by an originating lender, in recordable form, and pursuant to which an originating lender assigns and delivers the related mortgage and endorses the related mortgage note to a master servicer in connection with the purchase of the related mortgage loan by such master servicer.

"Average Area Purchase Price" means, with respect to any single-family residence, the average purchase price of all single-family residences in the statistical area in which the single-family residence being financed is located for the most recent twelve (12) month period for which sufficient statistical information is available determined separately with respect to residences which have not been previously occupied and residences which have been previously occupied, and determined separately with respect to one-family, two-family, three-family and four-family residences.

"Bondholder" or "holder" or "owner" means the registered owner of any Bond as shown by the registration books maintained by the trustee.

"Bonds" means the Series 1996-A Bonds and the Series 1996-B Bonds.

"Business Day" means any day other than (i) a Saturday or Sunday, or (ii) a day on which banking institutions in New York, New York, or the city in which the principal corporate trust office of the trustee is located are authorized or obligated by law or executive order to be closed for business.

"Certificate of Compliance" means the certificate of compliance of a master servicer or a servicing lender substantially in the form of (Sub)Exhibit J attached hereto and made a part hereof, in which such master servicer or such servicing lender must certify as to certain investigations made with respect to each mortgage loan approved for purchase by such master servicer or such servicing lender.

"Closing" means the funding of a mortgage loan by a lender and the execution and delivery by a mortgagor of all documents in connection with such funding.

"Closing Date" means the date on which a Closing occurs.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commitment" means a binding written commitment by a lender, in the form customarily used by such lender in its owner-occupied home lending practice or in a form customarily used in the mortgage lending industry as may be specified by a Servicer, to a particular eligible person and family to finance the purchase of a particular single-family residence with a mortgage loan, which commitment shall specify a stated expiration date, a stated principal amount and an interest rate as stated in the interest rate notice.

"Commitment Date" means (i) with respect to mortgage loans made on or prior to the initial reset date, and all targeted area loans, _____, 1996; and (ii) with respect to mortgage loans (other than Targeted Area Loans) made after the initial reset date, the date which is three (3) months after the conversion date.

"Commitment Fee" means the fee paid by a lender, which fee is not refundable.

"Compliance Package" means the documents set forth in (Sub)Exhibit A-2 attached hereto and made a part of this Agreement.

"Conventional Mortgage Loan" means a mortgage loan, other than an F.H.A./V.A. mortgage loan, satisfying the requirements of F.N.M.A. or F.H.L.M.C..

"Current Annual Family Income" means the sum of the current gross monthly income of a mortgagor and any other person who is expected both to live in the related single-family residence and to be liable on the mortgage multiplied by 12. "Gross monthly income" is the sum of current monthly gross pay, any additional income from investments, pensions, Veterans Administration (V.A.) compensation, part-time employment, bonuses, dividends, interest, current overtime pay, net rental income, royalties, et cetera, and other income (such as alimony and child support, public assistance, sick pay, social security benefits, unemployment compensation, income received from trusts or from business activities or investments), calculated in accordance with the Program Eligibility Worksheet, Part II -- Current Annual Family Income Worksheet ((Sub)Exhibit C-3 attached hereto and made a part hereof) and confirmed in the Reaffirmation of Mortgagor ((Sub)Exhibit C-2 attached hereto made a part hereof). The current annual family income of each eligible person and family cannot exceed the maximum household income limit.

"Custodian" means the custodian for G.N.M.A., F.H.M.A., as the case may be, or any substitute appointed pursuant to a custodial agreement with G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be.

"Delivery Period" means (i) with respect to moneys on deposit in Subaccount A of the Acquisition Account, the period of time commencing on January 1, 1996, and ending on _____, 1997, (ii) with respect to moneys on deposit in Subaccount B of the Acquisition Account, the period of time commencing on the Conversion Date and ending _____, 1997, and (iii) with respect to moneys on deposit in the targeted area Acquisition Account, the period of time commencing on January 1, 1996, and ending on _____, 199__; and in each case, during which period the trustee may acquire the G.N.M.A. securities, the F.H.L.M.C. securities and the F.N.M.A. securities from the master services and the servicing lenders; provided, that the delivery period may be extended pursuant to and subject to the provisions of Section 5.01(c) of the Indenture.

"Delivery Period Confirmation" means the written confirmation provided to each Lender establishing various terms with respect to the Mortgage Loans (other than non-targeted area loans in pools backing securities to be purchased from moneys on deposit in Subaccount A of the Acquisition Account unless the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account are converted into Series 1996-B Bonds and/or other than Targeted Area Loans unless the Series 1996-A Bonds relating to moneys on deposit in the targeted area acquisition account are converted into Series 1996-B Bonds) to be made after the initial reset date, including, but not limited to, the

commencement date and termination date for such Delivery Period, the F.H.L.M.C. security purchase price, the F.N.M.A. security purchase price, the G.N.M.A. security purchase price, the loan funding price, the loan purchase price, the loan rate, the pass-through rate and various other information relating to the origination of mortgage loans after the initial reset date (other than non-targeted area loan in pools backing securities to be purchased from moneys on deposit in Subaccount A of the Acquisition Account unless the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account are converted into Series 1996-B Bonds and/or other than targeted area loans unless the Series 1996-A Bonds relating to moneys on deposit in the targeted area acquisition account are converted into Series 1996-B Bonds), and the purchase of the Securities after the initial reset date.

"Eligible Person and Family" and "Eligible Persons and Families" means a person or persons and a family or families: (a) intending to principally and permanently reside as a household in a single-family residence within a reasonable period (not to exceed sixty (60) days following the making of a related mortgage loan, (b) whose total current annual family income does not exceed the maximum household income limit, (c) primarily or secondarily liable on and executing a related mortgage (but excluding any person who is liable on the mortgage note as a guarantor or co-signer who does not have a present ownership interest in the related single-family residence and who executes the Affidavit of Co-signer/Guarantor, the form of which is attached hereto as (Sub)Exhibit M who (except in the case of a targeted area loan) must be a first time homebuyer, and (d) who has not had an existing mortgage (including a deed of trust, conditional sales contract, pledge, agreement to hold title in escrow or any other form of owner-financing), whether or not paid off, on the single-family residence to be financed with such mortgage loan at any time prior to the execution of such mortgage, other than a construction period loan, a bridge loan or a similar temporary or initial financing having a stated maturity date within twenty-four (24) months after the date the temporary financing was closed and not providing for scheduled payments of principal during such term.

"Escrow Account" means the account by that name which may be created and maintained by a servicer pursuant to Section 4.07 of this Agreement.

"Fannie Mae" or "F.N.M.A." means the Federal National Mortgage Association, a corporation duly organized and validly existing under the laws of the United States of America, or any successor to its functions.

"F.D.I.C." means the Federal Deposit Insurance Corporation, a corporation duly organized and validly existing under the laws of the United States of America or any successor to its functions.

"F.H.A." means the Federal Housing Administration of the United States Department of Housing and Urban Development, or any successor to its functions.

"F.H.A. Insurance" means F.H.A. mortgage insurance issued under one of the following F.H.A. insurance programs pursuant to the National Housing Act, as amended:

(a) F.H.A. § 203(b), Home Unsubsidized;

(b) F.H.A. § 234(c), Condominiums; and

(c) F.H.A. § 203(b), Veteran's Status.

"F.H.A. Insured" means insured under F.H.A. insurance.

"F.H.A./V.A. Mortgage Loans" means mortgage loans which are F.H.A. Insured or V.A. Guaranteed.

"F.H.L.M.C." means the Federal Home Loan Mortgage Corporation, a corporation chartered by the United States Congress, or any successor to its functions.

"F.H.L.M.C. Guaranty Fee" means the monthly fee in an amount of one-twelfth (1/12) of _____ one-hundredths percent (____%) of the aggregate principal balance of the mortgage loans contained in pools held as part of the F.H.L.M.C. securities, which fee is paid by a servicer to F.H.L.M.C., and is part of the F.H.L.M.C. servicing rate.

"F.H.L.M.C. Guide" means the F.H.L.M.C. single-family seller/servicer guide, as amended from time to time, the master agreement between F.H.L.M.C. and the servicer, if applicable, and the other documents defined in the F.H.L.M.C. single-family seller/servicer guide as the "Purchase Documents," which include the F.H.L.M.C. pool purchase contract.

"F.H.L.M.C. Pool Purchase Contract" means the master commitment contract or purchase contract confirmation or other document listed in definition of "Purchase Contract" contained in the F.H.L.M.C. single-family seller/servicer guide, that sets forth the terms under which F.H.L.M.C. will purchase eligible mortgage loans from a servicer, as from time to time supplemented and amended.

"F.H.L.M.C. Securities" means single pool, guaranteed mortgage pass-through certificates or securities, providing for the final regularly scheduled payment thereunder to be made not later than _____ 1, 202__, bearing interest at the pass-through rate, issued by F.H.L.M.C., registered or recorded in book-entry form, recorded in the name of the

trustee or its nominee, guaranteed as to timely payment of principal and interest by F.H.L.M.C. and backed by Conventional Mortgage Loans in the related pool, with a final loan maturity date not later than _____ 1, 202__.

"F.H.L.M.C. Security Purchase Date" means the first (1st) day and fifteenth (15th) day of each calendar month during the Delivery Period; provided, that if the first (1st) day or the fifteenth (15th) day of a calendar month is not a Business Day, the F.H.L.M.C. security purchase date shall occur on the immediately following Business Day.

"F.H.L.M.C. Securities Purchase Price" means (i) with respect to F.H.L.M.A. Securities purchased by the trustee from moneys on deposit in Subaccount A of the Acquisition Account (unless the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have been converted to Series 1996-B Bonds) and/or F.H.L.M.C. Securities backed by Pools of Targeted Area Loans (unless the Series 1996-A Bonds relating to moneys on deposit in the Targeted Area Acquisition Account have been converted to Series 1996-B Bonds, _____ percent (____%) of the principal balance of the applicable pool of mortgage loans on record at F.H.L.M.C. on the first (1st) day or the fifteenth (15th) day of the calendar month in which the subject F.H.L.M.C. Securities Purchase Date, plus accrued interest, if any, to the date of purchase, and (ii) with respect to F.H.L.M.C. Securities) other than F.H.L.M.C. Securities backed by pools of non-targeted area loans and/or targeted area loans as described above) purchased by the trustee after the initial reset date, the purchase price set forth in the Delivery Period Confirmation.

"F.H.L.M.C. Servicing Rate" means a monthly fee in an amount equal to _____ percent (____%) of the aggregate principal balance of the mortgage loans serviced by a servicer hereunder and exchanged for a F.H.L.M.C. Security, which fee is paid to a servicer pursuant to Section 5.10 hereof, and which fee includes the F.H.L.M.C. Guaranty Fee.

"Final Loan Purchase Date" means (i) with respect to mortgage loans placed in pools backing securities to be purchased from moneys on deposit in Subaccount A of the Acquisition Account, _____, 199__; (ii) with respect to mortgage loans placed on pools backing Securities to be purchased from moneys on deposit in Subaccount B of the Acquisition Account, _____, 199__; and (iii) with respect to mortgage loans placed in pools backing securities to be purchased from moneys on deposit in the Targeted Area Acquisition Account, _____, 199__; which date, in each case, is the last day that a servicer shall be obligated to purchase a mortgage loan from an originating lender for the Delivery Period; provided, that the Final Loan Purchase Date may be extended to coincide with the last day of the extended origination period pursuant to and subject to the provisions of Section 5.01(c) of the Indenture.

"First Time Homebuyer" means a mortgagor who has not had an ownership interest in a principal residence at any time during the three-year period ending on the Closing Date, as more fully described in Section 4.06 of this Agreement.

"Flood Insurance Policy" means the federal flood insurance policy described in Section 4.12 of this Agreement.

"F.N.M.A. Guaranty Fee" means a monthly fee in an amount of one-twelfth _____ percent (____%) of the aggregate principal balance of the mortgage loans contained in pools held as part of the F.N.M.A. securities, which fee is paid by a servicer to F.N.M.A., and is a part of the F.N.M.A. servicing rate.

"F.N.M.A. Guides" means the F.N.M.A. Selling and Servicing Guides, as supplemented and amended from time to time, and as modified by the pool purchase contract.

"F.N.M.A. Securities" means single pool, guaranteed mortgage pass-through Fannie Mae mortgage-backed securities, providing for the final regularly scheduled payment thereunder to be made not later than _____ 1, 202__, bearing interest at the Pass-Through Rate, issued by Fannie Mae in book-entry form, recorded in the name of the trustee or its nominee, guaranteed as to timely payment of principal and interest by Fannie Mae and backed by Conventional Mortgage Loans in the related mortgage pool, with a final loan maturity date not later than _____ 1, 202__.

"F.N.M.A. Security Purchase Date" means the first (1st) day and the fifteenth (15th) day of each calendar month during the Delivery Period; provided, that if the first (1st) day or the fifteenth (15th) day of a calendar month is not a Business Day, the F.N.M.A. Security Purchase Date shall occur on the immediately following Business Day.

"F.N.M.A. Security Purchase Price" means (i) with respect to F.N.M.A. Securities purchased by the trustee from moneys on deposit in Subaccount A of the Acquisition Account (unless the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have been converted to Series 1996-B Bonds) and/or F.N.M.A. Securities backed by pools of targeted area loans (unless the Series 1996-A Bonds relating to moneys on deposit in the targeted area Acquisition Account have been converted to Series 1996-B Bonds, _____ percent (__%) of the principal balance of the applicable pool of mortgage loans on record at F.N.M.A. on the first (1st) day or the fifteenth (15th) day of the calendar month in which the subject F.N.M.A. Security Purchase Date occurs, plus accrued interest, if any, to the date of purchase and (ii) with respect to F.N.M.A. Securities (other than F.N.M.A. Securities backed by pools of non-targeted area loans and/or targeted area loans as described above)

purchased by the trustee after the initial reset date, the purchase price set forth in the Delivery Period Confirmation.

"F.N.M.A. Servicing Rate" means a monthly fee in an amount equal to one-twelfth (1/12th) of _____ percent (__%) of the aggregate principal balance of the mortgage loans serviced by a servicer hereunder and exchanged for an F.N.M.A. Security, and which fee includes the F.N.M.A. Guaranty Fee.

"G.N.M.A." means the Government National Mortgage Association, a corporation duly organized and validly existing under the laws of the United States of America, or any successor to its functions.

"G.N.M.A. Commitment" means the commitment to Guarantee Mortgage-Backed Securities (H.U.D. Form 11704) from G.N.M.A. to master servicer or a servicing lender, relating to the program.

"G.N.M.A. Guaranty Fee" means a monthly fee in an amount on one-twelfth of _____ percent (__%) of the aggregate principal balance of the mortgage loans contained in pools held as part of G.N.M.A. securities, which fee is paid by a Servicer to G.N.M.A. and is part of the G.N.M.A. servicing rate.

"G.N.M.A. Guides" means the G.N.M.A. I and G.N.M.A. II Mortgage-Backed Securities Guides then in effect on the date of their application under this Agreement.

"G.N.M.A. Securities" means fully-modified, mortgage-backed securities providing for the final regularly scheduled payment thereunder to be made not later than _____ 1, 202__, bearing interest at the pass-through rate, issued by a servicer (in either physical or book-entry form) registered in the name of the trustee, guaranteed as to timely payment of principal and interest by G.N.M.A. pursuant to Section 306(g) of Title III of the National Housing Act of 1934, as amended, and backed by F.H.A./V.A. mortgage loans made by the servicers in exchange for mortgage loans and in the form contained in the G.N.M.A. Guide.

"G.N.M.A. Security Purchase Date" means the first (1st) day and the fifteenth day of of each calendar month during the Delivery Period; provided, that if the first (1st) day or the fifteenth (15th) day of a calendar month is not a Business Day, the G.N.M.A. security purchase date shall occur on the immediately following Business Day of such calendar month.

"G.N.M.A. Security Purchase Price" means (i) with respect to G.N.M.A. Securities purchased by the trustee from moneys on deposit in Subaccount A of the Acquisition Account (unless the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have been converted to Series 1996-B Bonds) and/or G.N.M.A. Securities backed by pools of targeted area loans (unless the Series 1996-A Bonds relating to

moneys on deposit in the Targeted Area Acquisition Account have been converted to Series 1996-B Bonds), _____ percent (__%) of the applicable pool of mortgage loans on record at G.N.M.A. on the first (1st) day or the fifteenth (15th) day of the calendar month in which the subject G.N.M.A. Security Purchase Date occurs, plus accrued interest, if any, to the date of purchase and (ii) with respect to G.N.M.A. Securities (other than G.N.M.A. Securities backed by pools of non-targeted area loans and/or targeted area loans as described above) purchased by the trustee after the initial reset date, the purchase price set forth in the delivery period confirmation.

"G.N.M.A. Servicing Rate" means a monthly fee in an amount equal to one-twelfth (1/12th) of _____ percent (__%) of the aggregate principal balance of the mortgage loans serviced by a servicer hereunder and exchanged for a G.N.M.A. Security, which fee is paid to a servicer purusant to Section 5.10 hereof, and which fee includes the G.N.M.A. Guaranty Fee.

"Indenture" means the Trust Indenture dated as of January 1, 1996, from the issuer to the trustee, as from time to time supplemented and amended.

"Initial Reset Date" means _____ 15, 1996, or such earlier date as shall be specified in writing by the Original Purchaser to the trustee at least fifteen (15) days prior to the initial reset date; provided, that the initial reset date shall occur on the fifteenth (15th) day of a calendar month.

"Interest Rate Notice" means the notice prepared by the issuer and delivered to each lender, which specifies, among other things, the initial loan rate on the mortgage loans.

"Invitation" means the invitations to participate given by the issuer, inviting lending institutions to participate in the program, as from time to time supplemented and amended.

"Issuer" means City of Chicago, Illinois, and any successor to the duties or the functions of the Issuer.

"Lender" means each financial institution executing this Agreement, and its successors and assigns as permitted by the terms of this Agreement.

"Loan Funding Price" means (i) with respect to non-targeted area loans placed in pools backing securities purchased from moneys on deposit in Subaccount A of the Acquisition Account (other than such non-targeted area loans placed in pools backing securities purchased from moneys on deposit in Subaccount A of the Acquisition Account if the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition

Account have been converted to Series 1996-B Bonds), and all targeted area loans (other than targeted area loans placed in pools backing securities purchased from moneys on deposit in the targeted area Acquisition Account if the Series 1996-A Bonds relating to moneys on deposit in the targeted area Acquisition Account have been converted to Series 1996-B Bonds), an amount equal to _____ percent (____%) of the principal amount thereof, and (ii) with respect to Mortgage Loans (other than non-targeted area loans and/or targeted area loans as described above) made after the Initial Reset Date, the price set forth in the Delivery Period Confirmation.

"Loan Purchase Price" means the purchase price paid by a master servicer for a mortgage loan acquired from an originating lender, such purchase price to be an amount equal to (i) with respect to non-targeted area loans placed in pools backing securities purchased from moneys on deposit in Subaccount A of the Acquisition Account (other than such non-targeted area loans placed in pools backing securities purchased from moneys on deposit in Subaccount A of the Acquisition Account if the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have been converted to Series 1996-B Bonds) and all targeted area loans (other than targeted area loans placed in pools backing securities purchased from moneys on deposit in the targeted area acquisition account if the Series 1996-A Bonds relating to moneys on deposit in the targeted area acquisition account have been converted to Series 1996-B Bonds), _____ percent (____%) of the outstanding principal amount thereof plus accrued interest to the date of purchase, plus the applicable servicing release fee, and (ii) with respect to Mortgage Loans made after the Initial Reset Date (other than the non-targeted area loans and/or targeted area loans described above), the price set forth in the Delivery Period Confirmation.

"Loan Rate" means (i) with respect to non-targeted area loans placed in pools backing securities purchased from moneys on deposit in Subaccount A of the Acquisition Account (other than such non-targeted area loans placed in pools backing securities purchased from moneys on deposit in Subaccount A of the Acquisition Account if the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have been converted to Series 1996-B Bonds), and all targeted area loans (other than targeted area loans placed in pools backing securities purchased from moneys on deposit in the targeted area Acquisition Account if the Series 1996-A Bonds relating to the targeted area Acquisition Account have been converted to Series 1996-B Bonds), _____ percent (____%) per annum with respect to the Mortgage Loans, and (ii) with respect to mortgage loans (other than the non-targeted area loans and/or targeted area loans described above) made after the Initial Reset Date, the rate set forth in the Delivery Period Confirmation.

"Master Servicer" means a financial institution executing this Agreement which agrees to originate and service mortgage loans hereunder, to accept assignments of mortgage loans and the servicing in connection therewith from an originating lender, and to deliver to the trustee G.N.M.A. Securities, F.H.L.M.C. Securities and F.N.M.A. Securities backed by Pools consisting of mortgage loans both originated by such Lender and assigned to such Lender by another Lender.

"Maximum Household Income Limit" means, initially, the applicable amounts specified below, which amounts may change from time to time as new average area or statewide median income figures are published by the United States Department of Housing and Urban Development (or any successor to the duties or functions of such Department), which shall be the greater of (i) the area media gross income in the Program Area, or (ii) the statewide median gross income for the State:

Non-Targeted Area		Targeted Area	
(1 -- 2 persons)	(3 + persons)	(1 -- 2 persons)	(3 + persons)
$51,300	$58,995	$61,560	$71,820

The Current Annual Family Income of each of the Eligible Persons and Families obtaining a Mortgage Loan cannot exceed the Maximum Household Income Limit.

"Mortgage" means the written instrument securing the related mortgage note and encumbering a single-family residence, which instrument shall be in the form required by F.H.A. for F.H.A. Insured Mortgages, the form required by V.A. for V.A. Guaranteed Mortgages and, in the case of a Conventional Mortgage Loan, shall be in the form of (Sub)Exhibit E-3 attached hereto and made a part hereof, or the form required by the F.H.L.M.C. Guide or the F.N.M.A. Guides, as the case may be, with such modifications as may be required by the terms hereof (particularly the restriction on assumptions set forth in (Sub)Exhibits E-1 and E-2 attached to and made a part of this Agreement).

"Mortgage File" means the mortgage documents (or photocopies, microfilm or microfiche copies thereof) listed in (Sub)Exhibit A-1 attached hereto and made a part hereof, pertaining to a particular mortgage loan and all other documents and instruments as are customarily maintained in mortgage loan files by private institutional mortgage servicers.

"Mortgage Loan" means a mortgage loan to an Eligible Person and Family, evidenced by a mortgage note secured by a related Mortgage on a

single-family residence located in the Program Area, the terms of which comply with this Agreement.

"Mortgage Loan Commitment Report" means the report to be submitted by a Lender to the trustee, pursuant to Section 4.17 hereof, dated as of the close of business on the last day of each calendar month during, and on the last day of, the Origination Period. The mortgage loan commitment report shall be in substantially the form of (Sub)Exhibit F attached to and made a part of this Agreement.

"Mortgage Note" means the written instrument executed to evidence the obligation of a Mortgagor to repay a Mortgage Loan, in a form which shall be approved by F.H.A. or V.A., as the case may be, under the G.N.M.A. Guide or in the form approved under the F.N.M.A. Guides or the F.H.L.M.C. Guide, as the case may be, with such modifications as may be required by the terms of this Agreement.

"Mortgage Rider" means the mortgage rider, which, in the case of an F.H.A. Insured Mortgage Loan, shall be in the form of (Sub)Exhibit E-1 attached hereto and made a part hereof, in the case of a V.A. Guaranteed Mortgage Loan, shall be in the form of (Sub)Exhibit E-2 attached hereto and made a part hereof, and, in the case of a Conventional Mortgage Loan, shall be in the form of (Sub)Exhibit E-3 attached hereto and made a part hereof or the form required by the F.N.M.A. Guides or the F.H.L.M.C. Guide, as the case may be, which, in any case, shall be attached to the Mortgage securing each Mortgage Loan and shall be executed by the mortgagor.

"Mortgage Submission Voucher" means the voucher substantially in the form of (Sub)Exhibit B attached hereto and made a part hereof, which is submitted by a Lender pursuant to Section 4.07 of this Agreement or pursuant to Section 4.17 of this Agreement.

"Mortgagor" means a maker or makers of, or any other party obligated on, a Mortgage Note, except a person (such as a guarantor or co-signer) who does not have a present ownership interest in the single-family residence subject to the related Mortgage and who executes the Affidavit of Co-signer/Guarantor in substantially the same form as (Sub)Exhibit M attached to and made a part of this Agreement.

"Mortgagor's and Seller's Certification" means the forms of Affidavit of Mortgagor, Reaffirmation of Mortgagor, Program Eligibility Worksheet and Seller Affidavit and Certification, in substantially the same forms as (Sub)Exhibits C-1, C-2, C-3 and D attached hereto and made a part hereof, respectively, wherein each prospective Mortgagor and its Seller must certify as to certain matters to comply with the Code.

"Non-Targeted Area" means the program area, other than the targeted areas.

"Non-Targeted Area Loan" means a Mortgage Loan for a single-family residence which is located in a Non-Targeted Area.

"Notice Address" until changed by a party giving notice thereof pursuant to the terms of this Agreement, means:

If to the Issuer:

City of Chicago, Illinois
Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner, Department of Housing

City of Chicago, Illinois
Office of the Corporation Counsel
City Hall-Room 511
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

If to the Trustee:

The First National Bank of Chicago
One First National Plaza, Suite 0126
Chicago, Illinois 60670
Attention: Corporate Trust Services Division

If to a Lender:

The related address shown on the signature page to this Agreement, executed by such Lender.

"Notice of Acceptance" means the notice to be prepared by the Issuer and distributed to the Lenders, by which the Lenders are notified of the acceptance of their offer.

"Offer" means the offer to originate (including by reference the Invitation), pursuant to which a Lender offers to originate a specific aggregate principal amount of Mortgage Loans in accordance with the provisions hereof, as accepted by the Issuer in a Notice of Acceptance.

"Officer" means any duly authorized officer of a Lender involved in, or responsible for, the origination, sale or servicing of Mortgage Loans.

"Officer's Certification" means the Loan Closing Certificate of Lender for each Mortgage Loan, in substantially the same form as (Sub)Exhibit I attached hereto and made a part hereof, to be executed by an Officer of such Lender in connection with each such Mortgage Loan, which shall represent the warranty of such Lender with respect to all of the terms and conditions hereof as to such Mortgage Loan.

"Ordinance" means the ordinance duly adopted by the City Council of the Issuer on December 13, 1995, authorizing the issuance of the Bonds.

"Originating Lender" means a financial institution executing this Agreement, which agrees to originate Mortgage Loans hereunder and sell such Mortgage Loans and the servicing in connection therewith to a Master Servicer.

"Origination Fee" means (i) with respect to Non-Targeted Area Loans placed in Pools backing Securities purchased from moneys on deposit in Subaccount A of the Acquisition Account (other than such Non-Targeted Area Loans placed in pools backing Securities purchased from moneys on deposit in Subaccount A of the Acquisition Account if the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the acquisition Account have been converted to Series 1996-B Bonds) and all Targeted Area Loans (other than Targeted Area Loans placed in Pools backing Securities purchased from moneys on deposit in the Targeted Area Acquisition Account if the Series 1996-A Bonds relating to moneys on deposit in the Targeted Area Acquisition Account have been converted to Series 1996-B Bonds), the origination fee in the aggregate not to exceed _____ percent (_____%) of the original principal amount of a Mortgage Loan payable by the Mortgagor to a Lender in connection with such Mortgage Loan, and (ii) with respect to Mortgage Loans made after the Initial Reset Date (other then the Non-Targeted Area Loans and/or Targeted Area Loans described above), the fee set forth in the Delivery Period Confirmation; subject to applicable F.H.A., V.A., F.H.L.M.C. or F.N.M.A. limits, and subject to the conditions of Section 4.04(a) of this Agreement.

"Origination Period" means the period for the purchase of Mortgage Loans by a Master Servicer from an Originating Lender and the origination of Mortgage Loans by a Servicer, commencing on the date of the issuance of the Bonds and ending on _____ 1, 1997, unless such Origination Period shall be extended in accordance with the provisions of Section 5.01(c) of the Indenture.

"Pass-Through Rate" means (i) with respect to a G.N.M.A. Security, the rate of interest on a G.N.M.A. Security which shall be the applicable Loan Rate less the G.N.M.A. Servicing Rate, (ii) with respect to an F.H.L.M.C. Security, the rate of interest on an F.H.L.M.C. Security which shall be the applicable Loan Rate less the F.H.L.M.C. Servicing Rate, and (iii) with

respect to an F.N.M.A. Security, the rate of interest on an F.N.M.A. Security which shall be the applicable Loan Rate less the F.N.M.A. Servicing Rate.

"Permitted Employee" means any current or former employee of the Issuer, other than any current employee of the Issuer or any former employee of the Issuer for a one (1) year period after the termination of employment by the Issuer, in either case, who, during his/her term of employment by the Issuer: (i) exercises or has exercised any contract management authority with respect to the program, (ii) is or was in a position to participate in a decision-making process with respect to the program, or (iii) gains or has gained confidential information with respect to the Program.

"Pool" means all the Mortgage Loans held as part of a particular G.N.M.A. Security, F.N.M.A. Security or F.H.L.M.C. Security.

"Pool Purchase Contract" means an F.H.L.M.C. pool purchase contract or a pool purchase contract by and between F.N.M.A. and a Master Servicer or a Servicing Lender, relating to the sale by a Master Servicer or a Servicing Lender of Mortgage Loans to F.H.L.M.C. or F.N.M.A., as the case may be, and the servicing thereof, as from time to time supplemented and amended.

"Prepayments" means any payments on the G.N.M.A. Securities, the F.H.L.M.C. Securities or the F.N.M.A. Securities, other than regularly scheduled principal and interest payments on the G.N.M.A. Securities, the F.H.L.M.C. Securities or the F.N.M.A. Securities. Prepayments include, without limitation, amounts representing prepayments on the Mortgage Loans underlying such G.N.M.A. Securities, the F.H.L.M.C. Securities and the F.N.M.A. Securities.

"Program" means the program of the Issuer to aid in providing an adequate supply of residential housing for low- and moderate-income persons and families in the program area, as contemplated by this Agreement.

"Program Allocation" means, with respect to each Lender, the aggregate principal amount of Mortgage Loans that such Lender has agreed to originate pursuant to the related Offer and, with respect to an Originating Lender, to sell to a Master Servicer, and that the Issuer has accepted pursuant to the related Notice of Acceptance, including without limitation a program allocation for Mortgage Loans to be sold to G.N.M.A., F.H.L.M.C. and F.N.M.A., respectively, plus any additional amounts the trustee has allocated to such Lender, less any amounts the trustee has reallocated to another Lender.

"Program Area" means the City of Chicago, Illinois.

"Program Documents" means this Agreement, the Indenture and all other agreements, certificates, affidavits and exhibits attached to or contemplated by any of the foregoing.

"Purchase" means any purchase of a Mortgage Loan pursuant to Sections 4.07, 4.08 and 4.09 of this Agreement, whereby a Mortgage Loan is sold by an Originating Lender to a Master Servicer or by a Master Servicer or a Servicing Lender to another Master Servicer or Servicing Lender pursuant to Section 4.16 of this Agreement.

"Purchase Date" means the date on which a Purchase occurs and shall be a date established by a Master Servicer in accordance with the Schedule of purchase dates prepared and revised from time to time by such Master Servicer and forwarded to each Originating Lender pursuant to this Agreement; provided, however, that at least two (2) purchase dates shall be established for each calendar month and the last purchase date shall be the last day of the origination period.

"Purchase Price" means the cost of acquiring a single-family residence, as more fully described in Section 4.05 of this Agreement.

"Purchase Price Limits" means, initially, the following applicable maximum purchase price limits specified below, subject to any applicable F.H.A., V.A., F.H.L.M.C. or F.N.M.A. limits, or such revised amounts as may be effective from time to time:

Non-Targeted Area		Targeted Area	
New	Existing	New	Existing
$158,080	$150,002	$193,200	$183,335

Purchase Price Limits for two- , three- and four-family residences (at least one unit of which shall be occupied by the Mortgagor) shall be equal to the then applicable limits for one-family existing residences multiplied by respective factors of 1.126, 1.363 and 1.585. The determination whether a single-family residence meets the applicable purchase price limit shall be made as of the date on which the Commitment is made, or, if earlier, the date of purchase by the Mortgagor of the single-family residence.

"Qualified Appraiser" means an individual or firm acceptable to F.H.A. and/or V.A. and/or F.N.M.A. and/or F.H.L.M.C., as the case may be, to act as an appraiser.

"Qualified Condominium Unit" means a condominium unit meeting the requirements of the G.N.M.A. Guide, the F.H.L.M.C. Guide or the

F.N.M.A. Guides, as the case may be, which is acceptable to F.H.A., V.A., F.H.L.M.C. or F.N.M.A., as the case may be.

"Schedule of Purchase Dates" means the schedule of Purchase Dates designated by a Master Servicer and delivered by such Master Servicer to the Originating Lenders, in accordance with the provisions of Section 4.01(b) of this Agreement.

"Securities" means the G.N.M.A. Securities, the F.N.M.A. Securities and the F.H.L.M.C. Securities.

"Security Purchase Price" means (i) with respect to Securities backed by Pools of Non-Targeted Area Loans and purchased from moneys on deposit in Subaccount A of the Acquisition Account (unless the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have been converted to Series 1996-B Bonds), and/or Securities backed by Pools of Targeted Area Loans (unless the Series 1996-A Bonds relating to moneys on deposit in the Target Area Acquisition Account have been converted to Series 1996-B Bonds) an amount equal to _____ percent (____%) of the outstanding principal amount thereof specified, plus accrued interest to the date of purchase of such Securities, and (ii) with respect to Securities purchased by the trustee after _____ 1, 1996 (other than Securities backed by Pools of Non-Targeted Area Loans and/or Targeted Area Loans as described above), the purchase price set forth in the Delivery Period Confirmation.

"Seller" means, with respect to a Mortgage Loan, the seller of the Single-Family Residence being financed with such Mortgage Loan.

"Series 1996-A Bonds" means the $_____ aggregate principal amount of Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-A of the Issuer, issued pursuant to the Indenture.

"Series 1996-B Bonds" means the $_____ aggregate principal amount of Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-B of the Issuers, issued pursuant to the Indenture.

"Servicer" means a Master Servicer or a Servicing Lender, which agrees to originate Mortgage Loans hereunder, as a servicer hereunder, or any substitute or successor appointed pursuant to this Agreement.

"Servicing Lender" means a financial institution executing this Agreement, which agrees to originate and service Mortgage Loans hereunder and deliver to the trustee G.N.M.A. Securities, F.N.M.A. Securities or F.H.L.M.C. Securities backed by a Pool consisting of Mortgage Loans it originates under this Agreement.

"Servicing Release Fee" means (i) for F.H.A. Insured Mortgage Loans, an amount equal to _____ percent (____%) of the

outstanding principal amount thereof, (ii) for V.A. Guaranteed Mortgage Loans, an amount equal to _____ percent (____%) of the outstanding principal amount thereof, and (iii) for Conventional Mortgage Loans, an amount equal to _____ percent (____%) of the outstanding principal amount thereof, or such other Servicing Release Fee set forth in the Delivery Period Confirmation, as the case may be.

"Single-Family Residence" or "Home" means a residential unit owned in fee simple title and located within the Program Area, including a Qualified Condominium Unit, together with the land, if any, appurtenant to the residential unit, (a) which is designed and intended primarily for one-unit residential housing (except as described in the last two (2) sentences of this definition), (b) which is determined by a qualified appraisal as provided herein to have an expected useful life of not less than thirty (30) years, (c) which will be occupied by the Mortgagor as his or her principal residence within a reasonable time not to exceed sixty (60) days after the Closing of the Mortgage Loan, (d) which unit is permanently affixed to the land on which it is located, (e) the Purchase Price of which does not exceed the applicable Purchase Price Limit, and (f) which appurtenant land reasonably maintains the basic livability of the residence and does not provide, other than incidentally, a source of income to the Mortgagor, including child care services on a regular basis of compensation, and (g) no more than fifteen percent (15%) of the total area of which is to be used in a trade or business (any use of a home that does not qualify for a deduction allowable for certain expenses incurred in connection with a business use of a home under Section 280A of the Code shall not be considered as use in a trade or business). A Single-Family Residence does not include rental houses, homes used as investment property, recreational, vacation or "second" homes, factory-made housing not meeting applicable G.N.M.A. standards, F.H.L.M.C. standards or F.N.M.A. standards or mobile homes, and does not include two-, three- or four-family residences (unless one unit in such residence is owner-occupied and such unit shall have been first occupied as a residence at least five (5) years prior to the execution of the related Mortgage or unless the Single-Family Residence is a newly constructed two-family residence located in a Targeted Area). A Single-Family Residence does not include a structure or any portion of which consists of a health club facility, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

"State" means the State of Illinois.

"Statistical Area" means (a) an area in and around a city of fifty thousand (50,000) inhabitants or more (or equivalent area) (a "P.M.S.A." or an "M.S.A.") and defined by the United States Secretary of Commerce as a P.M.S.A. or an M.S.A., (b) any county (or portion thereof) which is not within a P.M.S.A. or an M.S.A., or (c) if there is insufficient recent statistical information with respect to a county (or portion thereof) described in clause (b), such other area as may be designated by the

Commissioner of Internal Revenue, upon proper application, as a substitute for such county (or portion thereof).

"Targeted Area" means an area in which seventy percent (70%) or more of the families have an income which is eighty percent (80%) or less of the State-wide median income (using data from the most recent decennial census for which data is available) or an area of chronic economic distress if such an area has been designated by the State and approved by the Secretaries of the Treasury and Housing and Urban Development. The Targeted Areas as of the date of this Agreement are set forth in (Sub)Exhibit L attached to and made a part of this Agreement.

"Targeted Area Loan" means a Mortgage Loan to provide financing for the acquisition of a Targeted Area Residence.

"Targeted Area Residence" means a Single-Family Residence which is located in a Targeted Area.

"Title Policy" means an American Land Title Association approved mortgagee title insurance policy or binder as required under the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides, as the case may be, in an amount equal to the original principal amount of the related Mortgage Loan, issued as of the Closing Date and insuring the Lender and its assigns.

"Total Program Allocation" means the aggregate amount of Mortgage Loans to be originated by a Lender during the Origination Period.

"Trustee" means the financial institution appointed as Trustee under the Indenture, and any successor trustee or co-trustee appointed under the Indenture.

"V.A." means the Veterans Administration, an agency of the United States of America, or any successor to its functions.

"V.A. Guaranteed" means guaranteed by the V.A. under the Servicemen's Readjustment Act of 1944, as amended.

"V.A. Guaranty" means a guaranty by the V.A. under the Servicemen's Readjustment Act of 1944, as amended; provided, that such guaranty shall be in accordance with Section 4.02 of this Agreement.

Article II.

Representations.

Section 2.01 Survival Of Representations, Warranties And Covenants.

The representations, warranties and covenants of the respective parties hereto shall survive the Origination Period and shall be and remain enforceable so long as any Mortgage Loan is outstanding.

Section 2.02 Representations, Warranties And Covenants Of The Issuer.

The Issuer represents and warrants to, and covenants with, each Lender, each Servicer and the Trustee that:

(a) The Issuer is a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State. Pursuant to the Act and the Ordinance duly adopted by the governing body of the Issuer, the execution and delivery of this Agreement and the Indenture have been duly authorized by the Issuer.

(b) The Issuer has found and determined that the origination of Mortgage Loans in accordance with the requirements of the Program and the purchase of related G.N.M.A. Securities, F.N.M.A. Securities and/or F.H.L.M.C. Securities by the Trustee under the terms hereof is in the public interest, serves a proper public purpose and is a function pertaining to the government and affairs of the Issuer, and reference is hereby made to such findings and determinations. In addition, the Program will further the purposes of the Act by assisting persons of low- and moderate-income to afford the cost of acquiring and owning decent, safe and sanitary residential housing in the Program Area.

(c) This Agreement and the Indenture and all documents and instruments contemplated hereby and thereby, when executed and delivered by the Issuer, and the Bonds, when issued and authenticated in accordance with the Indenture, will constitute valid, legal and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles affecting creditors rights generally, and will not conflict with or result in a breach of any of the terms, conditions or provisions of any legal restriction or any agreement or instrument to which the Issuer is now a party or by which it is bound or constitute a default under any of the foregoing.

(d) The Issuer has complied with all of the provisions of the Constitution and the laws of the State, including the Act, and has full power and authority under the Act and the Ordinance to consummate all

transactions contemplated by this Agreement and the Indenture and any and all other agreements, documents and instruments relating hereto and thereto.

(e) To accomplish the foregoing, the Issuer proposes to issue the Bonds on the terms and basis set forth in the Indenture, and will use the proceeds of the Bonds for the purpose of financing the purchase of Single-Family Residences as specified in this Agreement.

(f) The Targeted Areas within the jurisdiction of the Issuer are those identified in (Sub)Exhibit L attached to and made a part of this Agreement.

Section 2.03 Representations, Warranties And Covenants Of Lenders.

Each Lender on its own behalf represents and warrants to, and covenants with, the Issuer, the Trustee, and, in the case of an Originating Lender, the applicable Master Servicer, that:

(a) Such Lender is a corporation or association duly organized, validly existing and in good standing under the laws of the state of its organization or the United States of America, is duly qualified to transact business in the State and in good standing in the State, and possesses all requisite authority, power, licenses, permits and franchises to conduct any and all business contemplated by the Program Documents and to execute, deliver and comply with its obligations under the terms of this Agreement, the execution, delivery and performance of which have been duly authorized by all necessary corporate action.

(b) Such Lender agrees that, during the term of this Agreement, it will remain subject to supervision and examination by state or federal authorities, as may be applicable, and that it will remain in good standing and qualified to do business under the laws of the United States of America or the state of its organization and the State will not dissolve or otherwise dispose of all or substantially all of its assets, and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it or sell or otherwise transfer substantially all of its assets to another entity; provided, that such Lender may, with the prior written consent of the Trustee, which consent shall not be unreasonably withheld, consolidate with or merge into another entity, or permit one or more entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve, if the surviving, resulting or transferee entity, as the case may be, (i) shall be subject to the supervision and examination of State or federal authorities, as may be applicable, (ii) shall be an F.H.A./V.A. approved mortgagee, a G.N.M.A. approved issuer, an F.N.M.A. approved seller-servicer, and an F.H.L.M.C. approved seller-servicer, and (iii) shall

assume in writing all of the obligations, representations and warranties of such Lender hereunder (and in the case of a sale of all or substantially all of the assets of such Lender, the Issuer, the applicable Master Servicer, in the case of an Originating Lender, and the Trustee shall release such Lender in writing, concurrently with and contingent upon such assumption, from all liability under this Agreement).

(c) Such Lender has the power to execute and deliver this Agreement, to accept the terms hereof, to enter into the transactions contemplated hereby, and the execution, delivery and performance hereof has been duly authorized by all necessary corporate and other action.

(d) The execution and delivery of this Agreement by such Lender in the manner contemplated herein and the performance and compliance with the terms hereof by such Lender will not violate (i) its certificate or articles of incorporation or its bylaws, or (ii) any laws which could have any material adverse effect whatsoever upon the validity, performance or enforceability of any of the terms of this Agreement applicable to such Lender, and will not constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, conflict with or result in the breach of, any legal restriction, contract, agreement or other instrument to which such Lender is a party or which may be applicable to it or any of its assets.

(e) The execution and delivery of this Agreement by such Lender in the manner contemplated herein and the performance and compliance with the terms hereof by such Lender do not require the consent or approval of any governmental authority, or, if such consent or approval is required, it has been obtained.

(f) This Agreement and all documents and instruments contemplated hereby, which are executed and delivered by such Lender, will constitute valid, legal and binding obligations of such Lender, enforceable against such Lender in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles affecting creditors' rights generally.

(g) Such Lender will not knowingly take any action or permit any action which is within its control to be taken which would impair the exclusion of interest on the Bonds from gross income of the owners thereof for Federal income tax purposes.

(h) Such Lender (including any "related person" thereto, within the meaning of Section 144(a)(3) of the Code) shall not, pursuant to any arrangement, formal or informal, purchase Bonds in an amount related to the amount of Mortgage Loans to be originated by such Lender pursuant to this Agreement.

(i) Such Lender shall furnish an opinion of legal counsel to such Lender, and will furnish such other documents at or prior to delivery of the Bonds as may be reasonably requested by the Issuer or other parties to the transactions contemplated by this Agreement.

(j) Such Lender is a mortgage banker, mortgage company or other financial institution that customarily provides service or otherwise aids in the financing of mortgage loans on single-family residential housing, or is a holding company of one or more of the foregoing, and such Lender is currently authorized to make mortgage loans in the State.

(k) Such Lender is or will be, (i) at the time of the Closing of any F.H.A. Insured Mortgage Loan under the Program, an F.H.A.-approved mortgagee in good standing, (ii) at the time of the Closing of any V.A. Guaranteed Mortgage Loan under the Program, an eligible lender in good standing for V.A. Guaranteed Mortgage Loans, and (iii) at the time of the Closing of any Conventional Mortgage Loan, an F.N.M.A. approved seller-servicer or an F.H.L.M.C. approved seller-servicer which has been approved by F.N.M.A. or F.H.L.M.C., as the case may be, to participate in the Program, as the case may be; or will originate all Mortgage Loans through an institution which is so qualified.

(l) Such Lender will comply, (i) with respect to each F.H.A. Insured Mortgage Loan, with the National Housing Act, as amended, with all rules and regulations issued thereunder and with all applicable administrative publications, (ii) with respect to each V.A. Guaranteed Mortgage Loan, with the Servicemen's Readjustment Act of 1944, as amended, with all rules and regulations issued thereunder and with all administrative publications, (iii) with respect to each Mortgage Loan, as determined as of the date of each Purchase hereunder, with all the requirements of, and the "Representations and Warranties of Lender" set forth in, the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides, as the case may be, and (iv) any and all applicable laws governing or regulating the origination of mortgage loans, including, but not limited to, any applicable "truth in lending" or disclosure laws.

(m) Such Lender will comply with the non-discrimination provisions of the Civil Rights Act of 1964, as amended, the regulations promulgated thereunder, and Executive Order 11246, Equal Employment Opportunity, dated October 24, 1965.

(n) From time to time, such Lender will submit to the Trustee and, if such Lender is an Originating Lender, to the applicable Master Servicer, the Mortgage Loan Commitment Report as provided in Section 4.17 hereof and any additional reasonably requested information relating to the Mortgage Loans, and will do every act and thing which may be necessary or required to perform its duties under the Program Documents.

(o) No information, certificate of an Officer, statement furnished in writing or report required hereunder, delivered to a Servicer, any Issuer or the Trustee will, to the knowledge of such Lender, contain any untrue statement of a material fact or omit to state a material fact necessary to make the information, certificate, statement or report not misleading.

(p) Such Lender shall indemnify and hold harmless the Issuer, the Trustee and the applicable Master Servicer (in the case of an Originating Lender) and their respective officials, officers, directors, City Council members, employees and agents against any liability for all claims, causes of action, costs and expenses (including attorneys' fees), judgments, fines and penalties which may be related to or arise out of any violation of law or breach of this Agreement resulting from an act or omission of such Lender, its agents or employees under this Agreement.

(q) Notwithstanding any other provision of this Agreement to the contrary, under no circumstances shall this Agreement or the relationship between the Issuer and such Lender created hereby be construed as creating a fiduciary relationship between the Issuer and such Lender or as granting to or creating in such Lender any legal or equitable interest, right or title in or to any funds or accounts held by the Trustee under the Indenture.

(r) Such Lender shall promptly notify the Issuer, the Trustee and, in the case of an Originating Lender, the applicable Master Servicer, of any suspension or termination of powers to do business as contemplated by this Agreement, or any substantial changes in personnel of the loan originating staff or administration of such Lender.

(s) Such Lender will not make any Mortgage Loans to any of its employees, officers, directors or principal shareholders, nor to the officers or directors of, the Trustee, or, in the case of an Originating Lender, the applicable Master Servicer, nor to any current or former employee (other than any Permitted Employee), officer or member of the City Council of the Issuer.

(t) Each Originating Lender shall provide to the applicable Master Servicer, at the expense of the Originating Lender, copies of all Mortgage File documents, loan applications and all related materials from its file on each Mortgage Loan, which the related Master Servicer shall request.

(u) Such Lender shall keep proper books, records and accounts in which complete and correct copies of all certificates and documents required to be filed with it hereunder shall be maintained and preserved for a reasonable period of time. Such Lender shall make such books and records available for inspection by the Issuer, the Trustee, and in the case of an Originating Lender, the applicable Master Servicer, during reasonable hours and under reasonable conditions. The Issuer, the applicable Master Servicer

or the Trustee shall have the right to require such Lender to furnish said documents, at the expense of such Lender, as such requesting entity, in its sole discretion and from time to time, deems necessary to determine compliance with the provisions of the Indenture, the applicable custodial agreement and this Agreement.

(v) Any review or approval by a Master Servicer of any Mortgage Loan or the credit or tax compliance information in connection therewith or the issuance of a Certificate of Compliance hereunder shall not relieve such Lender of any responsibility or liability for the performance or nonperformance of its obligations hereunder.

(w) Such Lender currently is covered by, and during the Origination Period shall maintain, errors and omissions insurance with coverage of no less than Three Hundred Thousand Dollars ($300,000) and a fidelity bond in an amount of no less than Three Hundred Thousand Dollars ($300,000), which must be endorsed to name the Issuer and the Trustee as additional insured parties.

(x) Such Lender shall use diligent, reasonable efforts to become and to remain familiar with all G.N.M.A., F.H.A., V.A., F.H.L.M.C. and F.N.M.A. rules and regulations applicable to the Program, including, but not limited to, any changes or proposed changes in the Servicing Rate, the size of Pools or other features affecting the Purchase of Mortgage Loans under this Agreement. Any failure of the Issuer, the Trustee or the applicable Master Servicer, in the case of an Originating Lender, to inform such Lender of changes or proposed changes in G.N.M.A., F.H.L.M.C. or F.N.M.A. rules and regulations affecting the Program shall not relieve such Lender of its obligations under this subsection (x).

Section 2.04 Additional Representations, Warranties And Covenants Of Services.

In addition to the matters set forth in Section 2.03 hereof, each Servicer on its own behalf represents and warrants to, and covenants with, the Issuer and the Trustee that:

(a) Such Servicer is a G.N.M.A.-approved issuer and an authorized issuer of G.N.M.A. Securities, and is a F.N.M.A.-approved seller -- servicer and a F.H.L.M.C.-approved seller -- servicer, and will remain so approved and authorized for the term of this Agreement.

(b) With respect to the servicing of Mortgage Loans, such Servicer will comply (i) as to each F.H.A. Insured Mortgage Loan, with the National Housing Act, as amended, all rules and regulations issued thereunder and all applicable administrative publications, (ii) as to each V.A. Guaranteed Mortgage Loan, with the Servicemen's Readjustment Act of 1944, as amended, all rules and regulations issued thereunder and all applicable

administrative publications, (iii) as to the servicing of each Mortgage Loan, with the provisions of the G.N.M.A. Guides, the F.H.L.M.C. Guide and the F.N.M.A. Guides, as applicable, and all other applicable rules, regulations, policies and guidelines of G.N.M.A., F.H.L.M.C. and F.N.M.A., as the case may be, and (iv) as to each Mortgage Loan, with the requirements of the Code and all applicable regulations, policies and guidelines.

(c) From time to time, such Servicer will report to the Issuer and the Trustee, as more fully set forth in this Agreement, information relating to the Mortgage Loans and the Securities, and will do every act and thing which may be necessary or reasonably required to perform its duties under this Agreement.

(d) Such Servicer is familiar with all G.N.M.A., F.H.L.M.C. and F.N.M.A., rules and regulations applicable to the Program, and shall use diligent, reasonable efforts to remain familiar with all G.N.M.A., F.H.L.M.C. and F.N.M.A., rules and regulations applicable to the Program, including, but not limited to, any changes or proposed changes in the Servicing Rate, the size of Pools or other features affecting the Purchase of Mortgage Loans hereunder, and shall promptly notify all applicable Lenders of such changes or proposed changes of which such Servicer becomes aware.

(e) Such Servicer shall indemnify and hold harmless the Issuer and the Trustee and their respective officials, officers, directors, City Council members, employees and agents against any liability for all claims, causes of action, costs and expenses (including attorneys' fees), judgments, fines and penalties which may be related to or arise out of any violation of law or breach of this Agreement resulting from an act or omission of such Servicer, its agents or employees under this Agreement.

Section 2.05 Representations, Warranties And Covenants Of Trustee.

The Trustee represents and warrants to, and covenants with, each Lender and the Issuer that:

(a) The Trustee is duly organized, validly existing and in good standing under the laws governing its creation and existence, and is duly authorized and qualified to transact in the State any and all business contemplated by the Program Documents to which it is a party, and possesses all requisite authority, power, licenses, permits and franchises to conduct its business and execute, deliver and comply with its obligations under the terms of the Program Documents to which it is a party, the execution, delivery and performance of which have been duly authorized by all necessary corporate action.

(b) The execution and delivery of this Agreement by the Trustee in the manner contemplated herein and the performance and compliance with the terms hereof by the Trustee will not violate (i) the instruments creating the Trustee or governing its operations, or (ii) any laws which would have any material adverse effect whatsoever upon the validity, performance or enforceability of any of the terms of this Agreement, applicable to the Trustee, and will not constitute any default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any contract, agreement or other instrument to which the Trustee is a party or which may be applicable to the Trustee or any of its assets.

(c) The execution and delivery of this Agreement by the Trustee in the manner contemplated herein and the performance and compliance with the terms hereof by the Trustee do not require the consent or approval of any governmental authority, or, if such consent or approval is required, it has been obtained.

(d) This Agreement, and all documents and instruments contemplated hereby, have been properly executed and delivered by the Trustee.

Article III.

Issuance Of Bonds; Application Of Bond Proceeds.

Section 3.01 Intent To Issue Bonds; Application Of Bond Proceeds.

The Issuer intends to use its reasonable efforts to issue, sell and deliver the Bonds to the initial purchaser or purchasers thereof on the terms and conditions set forth in the Indenture, and, upon the issuance and sale of the Bonds, agrees to cause the Bond proceeds to be applied in the manner required by the Indenture.

Section 3.02 Limited Liability.

All obligations of the Issuer incurred hereunder shall be limited obligations of the Issuer, payable solely from the Revenues and other amounts derived from the Securities and any amounts held by the Trustee under the Indenture (except as otherwise provided therein). The Bonds shall not constitute general obligations of the Issuer, and under no circumstances shall the Bonds be payable from, nor shall the owners thereof have any rightful claim to, any income, revenues, funds or assets of the Issuer, other than those pledged under the Indenture as security for the payment of the Bonds, as more fully set forth in the Indenture.

Section 3.03 Documents.

The Issuer has provided to the Lenders this Agreement and the Invitation containing a description of the Program, the form of the Offer, this Agreement and certain other materials. The Lenders have submitted to the Issuer the Offers, along with certain other materials, specifying the aggregate principal amount of Mortgage Loans that the Lenders offered to originate on a best-efforts basis and, with respect to an Originating Lender, to sell to a Master Servicer, under the Program.

Section 3.04 Program Allocation.

The Issuer has determined the amount of the Program Allocation for each Lender and the initial Loan Rate, and has sent to the Lenders a Notice of Acceptance and Interest Rate Notice specifying the related Program Allocation, the initial Loan Rate and certain other information pertaining to the Program. Prior to the Conversion Date, the Original Purchaser shall deliver a Delivery Period Confirmation to each Lender, containing certain requirements with respect to the Mortgage Loans to be made after the Conversion Date (other than Non-Targeted Area Loans backing Securities purchased from moneys on deposit in Subaccount A of the Acquisition Account, unless the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have been converted to Series 1996-B Bonds and/or other than Targeted Area Loans, unless the Series 1996-A Bonds relating to moneys on deposit in the Targeted Area Acquisition Account have been converted to Series 1996-B Bonds). The Lenders have submitted to the Issuer an executed counterpart of this Agreement and certain other materials and have paid the Commitment Fee to the Issuer. Each Notice of Acceptance allocates to the related Lender Program Allocation in an aggregate amount, allocated by time period.

Section 3.05 Reallocations; Transfer Of Allocations To Other Lenders.

(a) The Origination Period shall commence on the date of the issuance of the Bonds, as specified in the Interest Rate Notice. The Issuer, however, intends to implement certain procedures designed to encourage the loan commitment of all Program funds by the date that is approximately three (3) months following the commencement of the Origination Period. Therefore, following each Commitment Date, the Trustee shall have the right to recall and reallocate all funds not subject to a Commitment in accordance with the provisions of this Section 3.05.

(b) During the Origination Period, the Issuer and the Original Purchaser shall review monthly progress reports submitted by the Lenders to determine their progress in filling their respective Program Allocations. If a Lender has not issued Commitments with respect to qualified Mortgage

Loans in the amount of its initial Program Allocation for each period pursuant to this Agreement by the Commitment Date, then, in that event, the Original Purchaser shall recommend to the Trustee and the Issuer any necessary action, including reducing the amount of the applicable Program Allocation to such Lender and reallocating such Program Allocation to one or more other Lenders. The actual reduction or reallocation with respect to any Lender shall be in the sole discretion of the Issuer, reasonably exercised after not less than ten (10) calendar days notice shall have been delivered to any such Lender. Upon any reallocation by the Issuer pursuant to this subsection (b), the Trustee shall give written notice thereof to the affected Lender.

(c) Any Program Allocation so reallocated from one Lender to another Lender shall be treated as a transfer pursuant to Section 4.16 hereof, and, upon the origination of a Mortgage Loan from such reallocated Program Allocation, the Lender from which the allocation is recalled shall receive from another Lender to which any unused funds are transferred (pursuant to a written agreement in which the transferee agrees to accept said reallocated funds, and further agrees to pay the transferring Lender the fee hereinafter mentioned) a fee equal to the related Commitment Fee, upon the origination of such Mortgage Loan from such reallocated Program Allocation.

(d) Nothing in this Section 3.05 shall be construed as permitting a violation of applicable provisions of the Code requiring that at least $_____ of the lendable proceeds of the Bonds be used or held available for at least twelve (12) months for the origination of Mortgage Loans in the Targeted Areas.

Article IV.

Commitments To Originate, Buy And Sell Mortgage Loans.

Section 4.01 Commitment To Originate, Buy And Sell Mortgage Loans; Program Allocations.

(a) The Lenders hereby agree to use their best efforts to originate Mortgage Loans in accordance with the provisions of this Agreement. The Master Servicers hereby agree to purchase and take delivery of Mortgage Loans from the Originating Lenders upon the issuance and sale of the Bonds, and the Originating Lenders agree to originate and thereafter to sell and assign Mortgage Loans to a Master Servicer as soon as practicable after the sale and delivery of the Bonds and as further provided in Sections 4.07, 4.08 and 4.09 of this Agreement.

(b) The Originating Lenders acknowledge that Mortgage Loans will be purchased by a Master Servicer on Purchase Dates designated by such Master Servicer in the Schedule of Purchase Dates to be delivered to each Originating Lender on or before the thirtieth (30th) day following the delivery of the Bonds (as such Schedule of Purchase Dates may be revised by a Master Servicer from time to time); provided, however, that a Master Servicer shall designate at least two (2) Business Days in each calendar month during the Origination Period as Purchase Dates and as a condition to purchase of each of the Mortgage Loans by a Master Servicer, each Mortgage Loan shall (i) be current in payments of principal and interest, (ii) be in compliance with the applicable requirements of F.H.A., V.A., the G.N.M.A. Guide, the F.H.L.M.C. Guide and the F.N.M.A. Guides, and (iii) shall bear interest at the applicable Loan Rate.

(c) The provisions of the Invitation and the Offer are incorporated herein by reference, and are deemed to be a part of this Agreement; provided, however, that in the event of any conflict or inconsistency between the provisions of the Invitation, the Offer and this Agreement, the provisions of this Agreement shall control.

(d) The Issuer shall reserve (i) for Commitments for Targeted Area Loans, an amount equal to $_____ of the lendable proceeds of the Bonds (the "Targeted Area Reservation") for Targeted Area Loans originated within twelve (12) months of the date of the issuance of the Bonds, and (ii) until G.N.M.A. Securities, F.H.L.M.C. Securities or F.N.M.A. Securities have been issued, which include in the applicable Pools Targeted Area Loans in an amount equal to or greater than the Targeted Area Reservation, an amount equal to the minimum Pool amount. Each Lender shall attempt with reasonable diligence to originate Targeted Area Loans in the amount of the Targeted Area Reservation to finance Targeted Area Residences, and the Issuer may take other appropriate actions to provide public notice of the availability of funds for Targeted Area Loans. The requirements of this subsection (d) shall terminate on a date twelve (12) months after the Bond Closing Date, during which twelve (12) months the moneys on deposit in the Targeted Area Acquisition Account have been used or held available for the origination of Targeted Area Loans.

Section 4.02 Mortgage Loan Terms.

(a) Mortgage Loans shall be made only to Eligible Persons and Families for the purpose of providing financing for the purchase of a Single-Family Residence, and not for the purpose of refinancing any existing loan (other than construction period loans, bridge loans or similar temporary or initial financing having a stated maturity date within twenty-four (24) months after the date the temporary financing was closed and not providing for scheduled payments of principal during such term).

(b) Each Mortgage Loan shall be evidenced by a Mortgage Note secured by a first priority mortgage lien on a fee simple interest in a Single-Family Residence, and all Mortgage Loans must be made substantially in accordance with the then current underwriting policies of the Lender and the underwriting policies of F.H.A., V.A., F.H.L.M.C. or F.N.M.A., as the case may be, and the requirements established by this Agreement and the then current criteria set forth in the G.N.M.A. Guide, the F.H.L.M.C. Guide, the F.N.M.A. Guides and the appropriate Pool Purchase Contract, as applicable. All Mortgage Loans shall be F.H.A. Insured, V.A. Guaranteed or Conventional Mortgage Loans, as the case may be. With respect to Mortgage Loans which are V.A. Guaranteed, (i) the principal amount of the Mortgage Loan shall not exceed the maximum amount allowable under the applicable V.A. regulations, consistent with the requirements of the Code and this Agreement, and (ii) the amount of the V.A. Guaranty must be the least of sixty percent (60%) of the principal amount of the Mortgage Loan or Thirty-six Thousand Dollars ($36,000) or the amount allowable by V.A. regulations, but in an amount not less than twenty-five percent (25%) of the Mortgage Loan amount. With respect to all F.H.A. Insured Mortgage Loans, the principal amount of the Mortgage Loan cannot exceed the limits established from time to time by F.H.A.. With respect to all Conventional Mortgage Loans, the principal amount of the Mortgage Loan cannot exceed the limits established from time to time by F.H.L.M.C. or F.N.M.A., as the case may be. In no event, however, may the total Mortgage Loan amount exceed the applicable Purchase Price Limit as established by the Issuer.

(c) Each Mortgage Loan (i) shall bear interest at the applicable Loan Rate, (ii) shall provide for substantially level monthly payments due on the first day of each month (which payments shall include amounts for deposit in the Escrow Account to provide for timely payment of taxes and insurance), (iii) shall have an original term of three hundred sixty (360) months, (iv) shall be assumable only under the terms and conditions set forth in Section 5.02 hereof, (v) shall comply in all respects with the G.N.M.A. Guide and F.H.A. and V.A. rules and regulations, or the F.N.M.A. Guides, the F.H.L.M.C. Guide, and the appropriate Pool Purchase Contract, as applicable, (vi) shall be in a principal amount as shall conform to the eligibility and credit underwriting standards specified herein and the applicable limitations of F.H.A. or V.A., the G.N.M.A. Guide or the F.H.L.M.C. Guide, the F.N.M.A. Guides and the appropriate Pool Purchase Contract, as the case may be, (vii) shall be the subject of a Title Policy or a valid commitment for the issuance of a Title Policy, and (viii) shall include a Mortgage Rider attached to and by reference made a part of the Mortgage. Such Mortgage Rider shall have been approved for use by F.H.A., V.A., F.H.L.M.C. or F.N.M.A., as the case may be.

(d) Additionally, the Notice to F.H.A. Buyers or Notice to Veterans (in substantially the same form as (Sub)Exhibit G-1 or (Sub)Exhibit G-2, as the case may be, attached hereto and made a part hereof) must be used in connection with the origination of the related Mortgage Loans. A copy of the executed Notice to F.H.A. Buyers or Notice to Veterans, as applicable, must

accompany the application for F.H.A. Insurance or V.A. Guaranty, Form H.U.D. 92900, and be included in the Mortgage File.

Each Lender further covenants and agrees that it shall provide to each Mortgagor on the related Closing Date of each Mortgage Loan the "Notice of Potential Recapture Tax on Sale of Home" as set forth in (Sub)Exhibit N attached to and made a part of this Agreement. If such notice is provided to the Mortgagor and the Mortgage Loan is not in fact purchased by a Servicer, the related Originating Lender shall provide prompt written notice to the Mortgagor that the recapture provisions are not applicable.

Section 4.03 Independent Verifications By Lender.

With respect to each Mortgage Loan which it originates, each Lender shall use its best efforts to investigate and to determine that:

(a) The Mortgagor occupies or will occupy the related Single-Family Residence within a reasonable time not to exceed sixty (60) days of the date that the Mortgage Note is executed, the Mortgagor intends to maintain the property as his or her principal place of residence, and any appurtenant land acquired with proceeds of the Mortgage Loan is no more than is reasonably necessary to maintain basic livability, and does not provide, other than incidentally, a source of income to the Mortgagor. Each Lender shall require the Mortgagor to execute the Affidavit of Mortgagor.

(b) Each Mortgagor is a First Time Homebuyer (unless the Mortgage Loan is a Targeted Area Loan). If the Single-Family Residence is located in a Targeted Area, the Mortgagor need not be a First Time Homebuyer, nor must the examination of federal income tax returns with respect to such Mortgagor be conducted by the Lender. With respect to Mortgage Loans in Non-Targeted Areas, the Lender shall obtain from each Mortgagor copies of such Mortgagor's signed federal income tax returns which were filed with the Internal Revenue Service for the preceding three (3) years prior to the year in which the Closing occurs (notwithstanding the federal filing deadline of April 15th, or any extension thereof), and shall examine each return to determine whether such Mortgagor has claimed a deduction for taxes on real property which was such Mortgagor's principal residence pursuant to Section 164(a)(1) of the Code or a deduction pursuant to Section 163 of the Code for interest paid on a mortgage secured by real property which was such Mortgagor's principal residence. If such a deduction was claimed, the Lender shall reject the application as a Non-Qualifying Mortgage Loan (as hereinafter defined). If no such deduction was claimed, the Lender may rely upon the execution of the Affidavit of Mortgagor by the Mortgagor. The examination by the Lender of the Federal income tax returns required herein and the receipt by the Lender of a duly executed Affidavit of Mortgagor will satisfy the investigation requirement. If the Mortgagor cannot provide Federal

income tax returns, but was required to file them, the returns must be obtained from the Internal Revenue Service pursuant to Revenue Procedure 82-16 (see a copy of Form 4506 for requesting a copy of the tax form), and examined in accordance with the provisions of this Section 4.03.

If a Mortgagor filed Form 1040A or Form 1040EZ, but did not retain a signed copy of the return, the Lender may satisfy the above requirement that it examined copies of such Mortgagor's returns either by obtaining Letter 1722 with respect to the Mortgagor from the Internal Revenue Service for the year or years in question or by obtaining a letter from the Internal Revenue Service indicating that such Mortgagor filed Form 1040A or Form 1040EZ for the year or years in question. The written request for return information (signed by the Mortgagor) must state that if a Form 1040A or Form 1040EZ was filed, such information is to be furnished to the individual designated to receive the information for the Lender and that a copy of the return is not to be mailed. If Form 4506 is used, the words "Form 1040A [Form 1040EZ] Notification Requested" should be written across the top of the form. A statement should be included in the appropriate items on the form indicating that a letter verifying filing of Form 1040A or Form 1040EZ is requested, rather than a photocopy of the Form 1040A or Form 1040EZ.

If the Mortgagor was not required to file Federal income tax returns for any year, such Mortgagor must execute an affidavit and certification to that effect (paragraph 10 of the Affidavit of Mortgagor satisfies such requirement).

(c) The Purchase Price does not exceed the applicable Purchase Price Limit. The Lender shall obtain the Mortgagor's and Seller's Certification. The Lender's reasonable investigation shall include reviewing a copy of the contract of sale and closing statement.

(d) No part of the Mortgage Loan proceeds shall be used to acquire or replace an existing mortgage (other than construction period loans, bridge loans, or similar temporary or initial financing having a term of twenty-four (24) months or less and not providing for scheduled payments of principal during such term), and the Mortgage Loan must be to Eligible Persons and Families who did not have a mortgage (whether or not paid off) on the residence securing the Mortgage Note at any time prior to the execution of the Mortgage. Reasonable investigations shall include reviewing the abstract of title or checking with the title insurance company, and reviewing the closing statement and persons receiving cash at the Closing. The Lender must require an affidavit of each Mortgagor (which is included in the Affidavit of Mortgagor) that this requirement has been met.

(e) The Mortgagor is not an employee, officer, director or principal shareholder of the Lender through which the Mortgagor is making the application for a Mortgage Loan or an officer or director of the Trustee or,

in the case of an Originating Lender, the applicable Master Servicer, or a current or former employee (other than any Permitted Employee), officer or City Council member of the Issuer, nor is the Mortgagor or his or her spouse related by blood or adoption to any of such persons.

(f) The Current Annual Family Income does not exceed the applicable Maximum Household Income Limit. The Lender must require the Affidavit of Mortgagor, which Affidavit of Mortgagor may not have been executed more than two (2) months prior to the Closing. In addition, at the Closing the Lender must require the Mortgagor to execute the Reaffirmation of Mortgagor. No Reaffirmation of Mortgagor shall be required if the Affidavit of Mortgagor is executed on the Closing Date.

The Lender shall make any additional examinations or investigations deemed necessary or advisable by the Lender or reasonably required by the Issuer or the Trustee to preserve the exclusion of the interest on the Bonds from gross income of the owners thereof for Federal income tax purposes and to determine that all of the requirements for the origination of Mortgage Loans, as set forth in this Agreement, have been met.

If there has been a significant lapse of time between delivery of the Mortgage File to a Master Servicer and the date of information of the Mortgage Submission Voucher, the Master Servicer shall request the Originating Lender originating the Mortgage Loan to update the information on the Mortgage Submission Voucher. Updating may be done by telephone to expedite funding.

The obligations of each Lender pursuant to this Section 4.03 shall inure to the benefit of the Issuer, the Trustee, the owners of the Bonds and any person interested in the exclusion of the interest on the Bonds from gross income of the owners thereof for Federal income tax purposes, and, if such Lender is an Originating Lender, to the applicable Master Servicer.

Section 4.04 Origination Fees And Closing Costs.

(a) The Lender may charge and collect the Origination Fee from the Mortgagor or the Seller of a Single-Family Residence, except that such Origination Fee shall not in any event exceed the applicable F.H.A., V.A., F.H.L.M.C. or F.N.M.A. limits. H.U.D.-1 Settlement Statements and related loan documents shall clearly reflect that the Origination Fee charged to the Mortgagor or the Seller is separately and distinctly disclosed. In addition, at each Closing of a Mortgage Loan, the Lender may collect from the Mortgagor and/or the Seller all reasonable and customary out-of-pocket costs permitted by V.A., F.H.A., F.H.L.M.C. or F.N.M.A., as applicable, and other applicable fees paid or incurred by such Lender, including but not limited to notary fees, title examination fees, settlement fees, document preparation fees hazard, mortgage or life insurance premiums, survey, title

insurance premiums, appraisal fees, attorneys' fees, documentary and intangible taxes, and recording or registration taxes paid to a third party with whom the Lender has no identity. The fees described above include any document preparation and related fees of the Lender and are the maximum fees that the Lender may collect. Such fees may be collected only once in connection with the origination of the Mortgage Loan, and shall not exceed limits established from time to time by federal law and state law and in any event may not exceed like amounts charged in such area in cases where owner financing is not provided through a qualified mortgage bond program, provided that the Lender may collect from the Seller of the Single-Family Residence that portion of the Origination Fee that may not be collected from the Mortgagor due to federal or state law restrictions. It is expected that the Lender will disburse Mortgage Loan funds on the Closing Date. The Lender may not charge interest to the Mortgagor until the Mortgage Loan proceeds have been disbursed.

(b) No discount fee shall be charged to a Mortgagor (or the related Seller) in connection with the origination of Mortgage Loans.

(c) On the Closing Date, a Lender, as agent for the Issuer, shall pay to the Mortgagor an amount equal to _____ percent (____%) of the principal amount of such Mortgage Loan (the "Homebuyer Assistance Amount"), which shall be applied (i) at the settlement of such Mortgage Loan to the payment of a Lender origination fee in an amount not to exceed a percentage of the principal amount of such Mortgage Loan as shall be specified herein or in the Delivery Period Confirmation, if any (subject to applicable F.H.A/V.A. limits), and other settlement and closing costs, including credit reference fees, legal fees, appraisal expenses, title insurance, homeowner's insurance premiums and the initial deposit of the Mortgagor to the escrow fund for property taxes and insurance, and (ii) to the extent the items specified in clause (i) are less than the Homebuyer Assistance Amount, to offset the downpayment of the Mortgagor with respect to the Mortgage Loan or to reduce the principal amount of the Mortgage Loan.

Section 4.05. Purchase Price Of A Single-Family Residence.

(a) The Purchase Price of a Single-Family Residence is the cost of acquiring the Single-Family Residence from the Seller as a completed residential unit. Such Purchase Price may not exceed the Purchase Price Limit for the applicable type of Single-Family Residence (whether new construction or existing one-, two-, three- or four-family) and for the area in which the Single-Family Residence is located.

(b) The Purchase Price includes the following:

(i) All amounts paid, either in cash or in kind, by the Mortgagor (or any related party or any person for the benefit of the Mortgagor) to the Seller

(or any related party or any person for the benefit of the Seller) as consideration for the Single-Family Residence. A Single-Family Residence includes property that is a fixture under local law, such as light fixtures or wall-to-wall carpeting. If the Mortgagor purports to separately purchase such items, the cost of those items must be included in the Purchase Price. On the other hand, property which is not considered a fixture under local law, such as appliances, is not considered part of a Single-Family Residence and the cost of acquiring such items does not have to be included in the Purchase Price (unless the acquisition costs of such items exceed their fair market value, in which case the amount of the excess must be included in the Purchase Price). For example, if the Mortgagor agrees to purchase a refrigerator, washer and dryer from the Seller for One Thousand Dollars ($1,000) more than the fair market value of such items, such One Thousand Dollars ($1,000) must be included in the Purchase Price. Similarly, if as part of the purchase of the Single-Family Residence the Mortgagor agrees to pay or assume liability for a debt of the Seller, the amount of such debt must be included as part of the Purchase Price.

(ii) If a Single-Family Residence is incomplete, the reasonable cost of completing the Single-Family Residence, whether or not the cost of completing construction is to be financed with the proceeds of the Mortgage Loan. Where a Mortgagor purchases a Single-Family Residence which is so incomplete that occupancy is not permitted under local law, the Purchase Price includes the cost of completing the Single-Family Residence so that occupancy of the Single-Family Residence is permitted. On the other hand, if a Mortgagor purchases an existing home and then pays a party unrelated to the Seller $x to paint it, refinish the floors and make minor repairs, such $x is not included in the Purchase Price.

(iii) Where a Single-Family Residence is purchased subject to a ground rent, the capitalized value of the ground rent shall be included in the Purchase Price. Such value shall be calculated using a discount rate equal to the yield on the Bonds as specified by the Issuer.

(c) The Purchase Price does not include the following:

(i) The usual and reasonable settlement or financing costs. Settlement costs include titling and transfer costs, title insurance, survey fees or other similar costs. Financing costs include credit reference fees, legal fees, appraisal expenses, permitted origination fees which are paid by the Mortgagor (but not the Seller, even though borne by the Mortgagor through a higher Purchase Price) or other costs of financing the Single-Family Residence. Such amounts, however, will be excluded in determining the Purchase Price only to the extent that the amounts do not exceed the usual and reasonable costs which would be paid by the Mortgagor where financing is not provided through a qualified mortgage bond program. For example, if the Mortgagor agrees to pay to the Seller

more than a pro rata share of property taxes, such excess shall be treated as part of the Purchase Price.

(ii) The value of services performed by the Mortgagor or members of the Mortgagor's family in completing the Single-Family Residence. For purposes of the preceding sentence, the family of a Mortgagor shall include only such Mortgagor's brothers and sisters (whether by the whole or half blood), spouse, ancestors and lineal descendants. For example, where the Mortgagor builds a home alone or with the help of family members, the Purchase Price includes the cost of materials provided and work performed by subcontractors (whether or not related to the Mortgagor), but does not include the imputed cost of any labor actually performed by the Mortgagor or a member of the Mortgagor's family in constructing the residence. Similarly, where the Mortgagor purchases an incomplete Single-Family Residence, the Purchase Price includes the cost of material and labor paid by the Mortgagor to complete the residence, but does not include the imputed value of the Mortgagor's labor or the labor of the Mortgagor's family in completing the Single-Family Residence.

(iii) The cost of land which has been owned by the Mortgagor for at least two (2) years prior to the date on which construction of the Single-Family Residence begins.

Section 4.06 First Time Homebuyer.

(a) Except in the case of Targeted Area Loans, each person executing the Mortgage (but not the Mortgage Note, which may be co-signed by a person who is not a First Time Homebuyer, if such person will not have a present ownership interest in the Single-Family Residence) and to whom financing is provided by the Mortgage Loan must be a First Time Homebuyer. Each such person must not have had a present ownership interest in a principal residence at any time during the three (3) year period prior to the Closing Date. For purposes of the preceding sentence, the Mortgagor's interest in the Single-Family Residence with respect to which the financing is being provided is not taken into account if the interest of such Mortgagor in the Single-Family Residence was acquired with the proceeds of a bridge loan, construction period loan or other temporary or initial financing having a term of twenty-four (24) months or less and not providing for scheduled payments of principal during such term.

(b) In the event that there is more than one (1) Mortgagor signing the Mortgage with respect to a particular residence, each of such Mortgagors must be a First Time Homebuyer. A person who is liable under the Mortgage Note secured by the Mortgage, but who does not have a present ownership interest in the Single-Family Residence subject to the Mortgage, need not be a First Time Homebuyer. For example, where a parent of a Mortgagor co-signs the Mortgage Note for the Mortgagor, but the parent takes no interest in the Single-Family Residence, nor plans to occupy the

Single-Family Residence, it is not necessary that the parent meet the First Time Homebuyer requirement since the parent is not a Mortgagor of the Single-Family Residence. However, no such person shall be excluded from the First Time Homebuyer requirement unless he or she executes the Affidavit of Co-signer/Guarantor in substantially the same form as (Sub)Exhibit M attached to and made a part of this Agreement. Examples of interests which constitute present ownership interests (and thus would result in a potential Mortgagor failing to meet First Time Homebuyer requirements) are the following:

(i) a fee simple interest;

(ii) a joint tenancy, a tenancy in common or a tenancy by the entirety;

(iii) the interest of a tenant-shareholder in a cooperative;

(iv) a life estate;

(v) a land contract or bond for deed contract (i.e., a contract pursuant to which possession and the benefits and burdens of ownership are transferred although legal title is not transferred until some later time); and

(vi) an interest held in trust for the Mortgagor (whether or not created by the Mortgagor) that would constitute a present ownership interest if held directly by the Mortgagor.

(c) Examples of interests which do not constitute present ownership interests (and thus would not result in a potential Mortgagor failing to meet the First Time Homebuyer requirement) are the following:

(i) a remainder interest;

(ii) a lease with or without an option to purchase;

(iii) a mere expectancy to inherit an interest in a principal residence;

(iv) the interest that a purchaser of a residence acquires on the execution of a purchase contract; and

(v) an interest in other than a principal residence during the previous three (3) years.

For example, a person would not fail to meet the First Time Homebuyer requirement because he owns rental property, a vacation home, or a mobile home or factory-built housing that is not permanently affixed to real property.

Section 4.07 Submission For Purchase.

(a) Each Mortgage Loan originated by an Originating Lender shall be sold to a Master Servicer by an Originating Lender not later than the Final Loan Purchase Date. A Master Servicer has no obligation to purchase Mortgage Loans from an Originating Lender unless such Mortgage Loans meet the requirements set forth in this Agreement. All Mortgage Loans must be current at the time of Purchase by a Master Servicer. After an Originating Lender has closed the Mortgage Loan, an Originating Lender shall, at least fifteen (15) Business Days prior to the Purchase Date for the Purchase of the Mortgage Loan, deliver to a Master Servicer all of the documents described in (Sub)Exhibit A-1 attached to and made a part of this Agreement. Each Originating Lender hereby warrants that all permitted copies will be true and accurate copies of the respective original documents and instruments. The Master Servicer will review such documents and instruments and will, at least nine (9) Business Days prior to such Purchase Date, return to the Originating Lender, for appropriate curative action, pursuant to Section 4.11 hereof, any such document or instrument which is defective in any material respect. In addition, the Originating Lender shall submit the Compliance Package (as set forth in (Sub)Exhibit A-2 attached hereto and made a part hereof) to the Master Servicer. The Master Servicer hereby covenants and agrees to review the Compliance Package within six (6) Business Days of receipt thereof.

(b) Prior to the delivery of the Mortgage File to a Master Servicer in connection with the Purchase of a Mortgage Loan, the Originating Lender shall record or file for recording an Assignment of Mortgage Note and Mortgage in all offices necessary to perfect the assignment of the Mortgage on behalf of the Master Servicer under the laws of the State. All notices to insurers under any insurance policies maintained with respect to a Mortgage Loan for the assignment to the Master Servicer of the servicing of such Mortgage Loan shall be given by each Originating Lender prior to Purchase by the Master Servicer. Each Originating Lender shall also provide to the Master Servicer or the Trustee on behalf of the Issuer such other reports or information regarding the Mortgage Loan being sold by such Originating Lender as may be reasonably requested by either of them.

(c) The Originating Lender shall pay all costs of preparing and furnishing the Mortgage File and the Compliance Package to the Master Servicer. The Mortgage File will be reviewed by the Master Servicer pursuant to procedures established by the Master Servicer prior to the Purchase Date. Upon the Master Servicer's approval of the Mortgage Loan for Purchase, the Master Servicer will (i) deliver the Mortgage Submission Voucher to the Trustee and the Issuer and notify the Originating Lender of such approval, (ii) forward to the Custodian such documents as may be required by G.N.M.A., F.H.L.M.C. or F.N.M.A., and (iii) forward to the Trustee the original Certificate of Compliance of such Master Servicer. Any Mortgage

Loan with respect to which the Compliance Package and the Mortgage File or either of them is deemed to be defective will be returned to the Originating Lender by the Master Servicer with all instruments submitted in accordance with this Section 4.07. To be purchased, such defective Mortgage Loan must be resubmitted in accordance with the procedures of this Section 4.07. The examination and acceptance of a Mortgage File by a Master Servicer hereunder shall not constitute a waiver of any warranty, representation or covenant by the Originating Lender or the Mortgagor with respect to the Mortgage Loan to which the Mortgage File pertains.

(d) Notwithstanding the delivery procedures of this Section 4.07, a Master Servicer may, in its discretion, accept Mortgage Files which contain certified copies of the Mortgage and the Assignment of Mortgage Note and Mortgage in lieu of the originals of same and a valid commitment for the issuance of a Title Policy in lieu of a Title Policy, and may approve the pertinent Mortgage Loan for Purchase without such originals or certificate if the Mortgage File is otherwise complete and the Mortgage Loan otherwise qualifies for Purchase under this Agreement. The Purchase of such Mortgage Loan is subject in all respects to all terms and conditions of this Agreement. Unless otherwise required by the G.N.M.A. Guide, the F.N.M.A. Guides or the F.H.L.M.C. Guide, as the case may be, the original recorded Mortgage and the original recorded Assignment of Mortgage Note and Mortgage and the Title Policy and F.H.A. Mortgage Insurance Certificate, or V.A. Loan Guaranty Certificate, if applicable, must be submitted to the Master Servicer for delivery to the Custodian within one hundred and twenty (120) days from the Purchase Date of the subject Mortgage Loan or such later date as may be approved by the Master Servicer for good cause. The Master Servicer shall, upon receipt of such originals and certified copies, if applicable, file copies of same with the related Mortgage File and shall forward original documents to the Custodian, if applicable.

(e) The Purchase of Mortgage Loans hereunder shall take place on each Purchase Date, pursuant to the Schedule of Purchase Dates delivered to each Originating Lender by a Master Servicer, as such Schedule of Purchase Dates may be revised from time to time by a Master Servicer. Only Mortgage Loans submitted in accordance with this Section 4.07 and which conform to the requirements of this Agreement will be purchased by a Master Servicer on any Purchase Date. All amounts collected by an Originating Lender representing escrow payments for insurance and taxes with respect to a Mortgage Loan shall be held in escrow and remitted to the Master Servicer on or prior to the Purchase Date or as directed by the Master Servicer. All notices to F.H.A., V.A., F.H.L.M.C. or F.N.M.A. which are required to be given under applicable F.H.A., V.A., F.H.L.M.C. or F.N.M.A. requirements shall be given by the Originating Lender prior to the Purchase. The Originating Lender shall also notify the Mortgagor in writing within fifteen (15) days of the Purchase (with a copy to the Master Servicer) that checks, money orders or other remittances in payment of the Mortgage Loan must be paid to the order of the Master Servicer following the Purchase of the Mortgage Loan.

(f) A Master Servicer, after notice to the Trustee, may revise the Schedule of Purchase Dates; provided, however, that in no event shall the Schedule of Purchase Dates provide for less than two (2) Business Days per calendar month for the Purchase of Mortgage Loans. A Master Servicer shall have no obligation to Purchase Mortgage Loans unless the Mortgage Loans are eligible hereunder and conform to all requirements of this Agreement.

(g) A Master Servicer shall not be obligated to purchase any Mortgage Loan unless the Mortgage File with respect to such Mortgage Loan has been received by such Master Servicer for review not later than thirty (30) days following the Closing Date, or such later date as may be approved by such Master Servicer for good cause.

(h) The delivery to a Master Servicer of the original executed Mortgage Note and the original executed or certified copies of the related Mortgage and the related Assignment of Mortgage Note and Mortgage shall be made by the Originating Lender in the following manner: (i) the Mortgage Note shall bear the endorsement set forth on the back thereof "Payable to [Name of Master Servicer] without recourse" and be executed by a duly authorized officer of the Originating Lender; (ii) the related Mortgage shall be a certified copy of the original executed Mortgage accepted for recording in the public office in which recordation is necessary to perfect the security interest therein, and shall have the appropriate recording information written on the face thereof; and (iii) the related Assignment of Mortgage Note and Mortgage shall be an original executed or a certified copy of the original executed Assignment of Mortgage Note and Mortgage accepted for recording in the public office in which recordation is necessary to perfect the security interest therein, and shall have the appropriate recording information written on the face thereof. The Originating Lender shall deliver to a Master Servicer the original recorded copy of each of the Mortgage and the Assignment of Mortgage Note and Mortgage and the Title Policy and F.H.A. Mortgage Insurance Certificate or V.A. Loan Guaranty Certificate, if applicable, together with a copy of each of such documents certified by the Originating Lender to be a true and correct copy thereof, within one hundred and twenty (120) days after the Purchase of the related Mortgage Loan or such longer time as may be approved by a Master Servicer for good cause, but in no event later than the Final Loan Purchase Date. The Originating Lender shall further perform any other action or deed as a Master Servicer may direct to cause the proper filing or recording (or refiling or re-recording, if necessary) of the Mortgage and the Assignment of Mortgage Note and Mortgage in such other places and in such other manner, form or condition satisfactory to such Master Servicer and which may be necessary to perfect such Master Servicer's security interest in each Mortgage Note and the related Mortgage. The Mortgage Note, the Mortgage and the Assignment of Mortgage Note and Mortgage shall be accompanied by a certificate or other evidence that all recording and mortgage registration fees have been paid.

(i) All Mortgagor payments representing escrow deposits for the prepayment of taxes or insurance collected by an Originating Lender with respect to a Mortgage Loan prior to the Purchase of such Mortgage Loan shall be held by such Originating Lender in escrow until the Purchase. On or prior to the Purchase Date, such amounts shall be forwarded by such Originating Lender to a Master Servicer as if such amount had been received subsequent to the Purchaser.

(j) The Custodian will retain (i) the original Mortgage Note, (ii) all intervening recorded assignments of the Mortgage, (iii) the original recorded Mortgage, (iv) all intervening recorded Assignments of Mortgage, (v) the Title Policy, and (vi) the applicable F.H.A. Mortgage Insurance Certificate or V.A. Loan Guaranty Certificate. All other documents will be retained by the Master Servicer.

Section 4.08 Recertification.

Upon request of a Master Servicer, the Originating Lender shall submit to such Master Servicer the Mortgage Submission Voucher and the Mortgagor's and Seller's Certifications in an updated form (if deemed necessary by such Master Servicer) in connection with the Purchase.

Section 4.09 Purchases.

(a) For each Mortgage Loan originated by an Originating Lender which is in compliance with all the terms and conditions of this Agreement, for which a Certificate of Compliance has been delivered, for which the Mortgage File has been prepared and presented to a Master Servicer in the form and manner required by Section 4.07 hereof, for which the Originating Lender has the appropriate Program Allocation, and for which such Master Servicer certifies that all of the other conditions hereof have been fulfilled, the Master Servicer shall pay to the Originating Lender, under the terms and conditions specified herein on each Purchase Date for each Mortgage Loan, the applicable Loan Purchase Price.

(b) On or prior to the Purchase Date, all Mortgagor payments on accounts of principal, interest, taxes or insurance collected by the Originating Lender with respect to a Mortgage Loan prior to such Purchase Date shall be held by the Originating Lender and shall be transferred by the Originating Lender to the Master Servicer as if such amount had been received subsequent to the Purchase.

(c) Each Originating Lender acknowledges that, as a condition of the Purchase of the Mortgage Loan by a Master Servicer, the Mortgage Loan shall (i) be current in payments of principal and interest, taxes and insurance, if required, (ii) bear interest at the applicable Loan Rate, and (iii) be in compliance with the requirements of F.H.A. or V.A., if applicable, the

G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides and the Pool Purchase Contract, as the case may be, and this Agreement.

(d) Each Master Servicer covenants and agrees that it shall purchase Mortgage Loans from any Originating Lender from which the Master Servicer has committed in writing to purchase such Mortgage Loans.

Section 4.10 Maintenance Of Mortgage Files.

Each Servicer shall, at its own expense, maintain the Mortgage File (excluding the originals of certain documents which are required to be delivered to the Custodian pursuant to Section 4.07 hereof) with respect to each Mortgage Loan. Each Mortgage File shall be maintained by the Servicer for a minimum of three (3) years from the date the Mortgage Loan is fully paid or otherwise terminated. The Mortgage Files shall be kept at the regular place of business of the Servicer, and shall be available for inspection during the regular business hours of the Servicer by the Trustee, the Issuer or their respective employees and agents.

Section 4.11 Defective Documents and Non-Qualifying Mortgage Loans; Repurchase Of Loans By Lender.

(a) Notwithstanding anything to the contrary contained in any endorsement to any Mortgage Note or any Assignment of Mortgage Note and Mortgage, if any document or documents constituting a part of a Mortgage File are defective in any material respect, or if it is determined that a Mortgage Loan is a Non-Qualifying Mortgage Loan (as defined in paragraph (c) below), the Trustee or the Master Servicer, with respect to an Originating Lender as the case may be, shall immediately notify the Lender, specifying the defect or defects in question, and the Lender shall cure the defect within a period of sixty (60) days or such shorter period of time as shall be required by the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides, as the case may be, from the earlier of the time the Lender discovers such defect or the Lender receives notice of such defect from the Trustee or the Master Servicer, with respect to an Originating Lender (the "Cure Period"). The Trustee has no obligation to independently determine whether a Mortgage File is defective in any material respect or whether the Mortgage Loans are eligible and meet the requirements of the Program Documents.

(b) If any material defect in a Mortgage File cannot be cured within the Cure Period, each Lender covenants and agrees that it will, on the first Business Day of the month after expiration of the Cure Period, and in accordance with the terms and provisions of the G.N.M.A. Guide, the F.H.L.M.C. Guide and the F.N.M.A. Guides, repurchase with immediately available moneys the related Mortgage Loan at a price equal to (i) _____ percent (___%) of the principal remaining unpaid on such

Mortgage Loan if the repurchase occurs after the Mortgage Loan documents referred to in Section 4.09 have been delivered to and approved by the Servicer and the additional sums referred to in Section 4.09 have been paid to the Lender, plus (ii) interest thereon to the date of the repurchase, plus (iii) the Servicing Release Fee paid by the Originating Lender to the Master Servicer with respect to such Mortgage Loan. The purchase price for the repurchased Mortgage Loan shall be delivered by the Lender to the Servicer, whereupon the Servicer shall notify the Custodian and direct the Custodian to release the Mortgage to the Lender, and shall release the related Mortgage Note and reassign the Mortgage to the Lender. The Servicer shall treat such purchase price as a Prepayment.

(c) As used herein, the term "Non-Qualifying Mortgage Loan" shall mean and include any Mortgage Loan originated hereunder which does not comply with Section 4.12 hereof or with respect to which:

(i) the custodian fails to approve the Pool documentation package, or the Lender fails to deliver all documents of the Mortgage File on a timely basis, or such documentation for the Mortgage Loan does not conform to the requirements of the Program, the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides and the Pool Purchase Contract, as the case may be, and this Agreement;

(ii) the related residence is not a Single-Family Residence as defined herein;

(iii) the Current Annual Family Income with respect to the Mortgagor(s) exceeds the applicable Maximum Household Income Limit or the Mortgagor is not otherwise an Eligible Person and Family;

(iv) the Mortgage Loan fails to comply with all the provisions of Section 4.12 hereof or the Mortgagor's and Seller's Certification;

(v) any statements contained in any of the documents constituting the Mortgagor's and Seller's Certification or the Officer's Certification are determined to be incorrect, untrue, misleading or fraudulent; or

(vi) the Mortgagor fails to occupy the Single-Family Residence as a principal residence within sixty (60) days of the execution of the related Mortgage;

(vii) the Purchase Price of the Single-Family Residence exceeds the applicable Purchase Price Limit;

(viii) any Mortgagor is not a First Time Homebuyer (except as provided for the Targeted Area Loans);

(ix) the Mortgage Loan is a refinancing of an existing loan (except as to certain bridge loans, construction period loans or other temporary or

initial financings having a term of twenty-four (24) months or less and not providing for scheduled payments of principal during such term);

(x) the Mortgage is assumed in violation of the provisions of Section 5.02 of this Agreement; or

(xi) the Mortgage Loan is delinquent, so long as the Master Servicer has tried to include such Mortgage Loan in a Pool within forty-five (45) days of receipt of all documentation under Section 4.07(h).

(d) With respect to Non-Qualifying Mortgage Loans, each Originating Lender hereby covenants and agrees that if any Mortgage Loan is determined by the applicable Master Servicer to be a Non-Qualifying Mortgage Loan and the defect causing the same cannot be cured, such Originating Lender will repurchase or, at the option of the Master Servicer, will cooperate fully with the applicable Master Servicer in a foreclosure action with respect to such Mortgage Loan (if possible). Each Originating Lender further covenants and agrees that if any fee is assessed by G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be, with regard to a Non-Qualifying Mortgage Loan, such Originating Lender will pay the amount of the fee to the applicable Master Servicer. If the Master Servicer exercises the foreclosure option and if it is not possible for the applicable Master Servicer to foreclose such Mortgage Loan, then such Originating Lender shall be required to repurchase such Mortgage Loan efficiently on the terms and conditions set forth in this Section 4.11.

Section 4.12 Representations, Warranties And Covenants Of Lender Concerning Mortgage Loans.

Each Lender hereby represents and warrants to, and covenants with, the Issuer, the Trustee and, in the case of an Originating Lender, the applicable Master Servicer, for each Mortgage Loan it originates that:

(a) The information set forth in each Mortgage Submission Voucher will be true and correct at the Closing Date thereof, each Mortgage Loan (and all other documents in connection therewith, except the required appraisal) shall have been consummated after the commencement of the related Delivery Period, and each Mortgage Loan satisfies all applicable requirements set forth herein and in the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides and the Pool Purchase Contract, as the case may be;

(b) Each Mortgage Loan will be made by the Lender at the applicable Loan Funding Price, will bear interest at the applicable Loan Rate, will be secured by a Mortgage which shall constitute a first mortgage lien on a Single-Family Residence occupied by the Mortgagor who is an Eligible Person and Family as such Mortgagor's permanent place of residence, will

the underwriting standards set forth in the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides and the Pool Purchase Contract, as the case may be, and the requirements established hereby, subject to acceptance of the insurer under the F.H.A. Insurance or V.A. Guaranty, if applicable, will be made for the purpose of purchasing or providing permanent financing for such residence and not for the purpose of refinancing any existing loan (except certain construction period loans, bridge loans or other similar temporary or initial financings having a term of twenty-four (24) months or less and providing no scheduled payments of principal during such term), will have substantially level payments due the first (1st) day of each month, will have an original term of three hundred sixty (360) months, will be made to Eligible Persons and Families, as Mortgagor, and will contain the assumption restrictions required by Section 5.02 hereof;

(c) The principal amount of a Mortgage Loan will not exceed any applicable loan-to-value limits as established by F.H.A., V.A., G.N.M.A., F.H.L.M.C. or F.N.M.A.;

(d) All Mortgage Loans shall be F.H.A. Insured, V.A. Guaranteed or Conventional Mortgage Loans, as applicable;

(e) As of the Closing Date, the Mortgage Loan will be secured by a Mortgage required under the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides and the Pool Purchase Contract, as the case may be, which will constitute a valid first lien on the property financed by the Mortgage Loan, subject only to (i) the lien of current (accrued but not past due) real property taxes and assessments, (ii) building and use restrictions not accompanied by title reverter or forfeiture provisions on account of violation and that are not and will not be violated by occupancy and use of the improvements on the property and the property itself for the residential purposes for which the improvements were designed and constructed, (iii) rights-of-way and easements for roads, streets, utilities and other similar installations, whether or not of record, provided, that such rights-of-way and easements are either of the kind (including location, area occupied, and nature of the installation thereon) acceptable to commercial lending institutions generally, or have been taken into account and reflected in the appraisal made (and correspondingly in the loan amount) in connection with the origination of the Mortgage Loan, and (iv) other defects, irregularities, encumbrances, easements, mineral reservations and conveyances and clouds on title that are acceptable to commercial lending institutions generally; provided, however, that one of the foregoing liens or encumbrances shall be permitted if in a Counsel's Opinion acceptable to the Master Servicer such lien(s) or encumbrance(s) individually or in the aggregate materially impair(s) the security of the Mortgage;

(f) As of the Closing Date, the Lender shall have in its possession a Title Policy or a commitment thereof with respect to the Single-Family Residence financed by the Mortgage Loan;

(g) As of the Closing Date, the improvements upon the real property subject to the Mortgage Loan will be covered by a valid and subsisting standard hazard insurance policy, condominium insurance policy and flood insurance policy, as applicable and as required by the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides and Pool Purchase Contract, as the case may be; and, in the case of Conventional Mortgage Loans, such Mortgage Loans shall be insured by private mortgage insurance issued by qualified insurers to the extent such insurance is required by the F.H.L.M.C. Guide or the F.N.M.A. Guides and the Pool Purchase Contract, as the case may be;

(h) The terms, covenants and conditions of the Mortgage Loan shall not have been, and shall not prior to the Purchase, be waived, altered, impaired or modified in any respect which would materially affect the value, validity, enforceability, prompt payment of the Mortgage Loan, or the enforceability of the lien securing the Mortgage Loan, except for such waivers, alterations and the like accomplished by the Lender prior to the Closing Date and acceptable to the Master Servicer;

(i) As of the Closing Date, there shall be no delinquent tax or delinquent assessment lien against the Single-Family Residence financed by the Mortgage Loan, unless allowed by the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides and Pool Purchase Contract, as the case may be;

(j) As of the Closing Date, the Lender shall not have done any act to create an offset, defense or counterclaim to the Mortgage Loan, including the obligation of the Mortgagor to pay the unpaid principal of and interest on the Mortgage Loan, unless allowed by the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides and Pool Purchase Contract, as the case may be;

(k) As of the Closing Date, each Mortgage and each Assignment of Mortgage Note and Mortgage to the Master Servicer, if applicable, shall have been filed and properly recorded prior to the Purchase of the related Mortgage Loan, and any different or other recording that might hereafter be required by the laws of the State to perfect the lien of real estate mortgages against the adverse or competing claims of third parties by giving public notice thereof shall also have been accomplished;

(l) As of the Closing Date, as to each Mortgage, there shall be no mechanics', laborers' or materialmen's liens or claims therefor outstanding for work, labor, or materials affecting the Single-Family Residence subject to the Mortgage securing the Mortgage Loan, that are or might be or become liens prior to, or equal with, the lien of the Mortgage,

unless the Title Policy insures against such risks or unless otherwise permitted by the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides and Pool Purchase Contract, as the case may be;

(m) To the best knowledge of the Lender, the Single-Family Residence financed by the Mortgage Loan shall be free of material damage and shall be in general good repair on the Closing Date;

(n) Each Mortgage Loan, at the time it shall have been made, shall have conformed to all disclosures required to be made by the Real Estate Settlement Procedures Act and the federal Truth-in-Lending Act and all other applicable state and federal laws and regulations;

(o) Each Mortgage Loan at the time it shall have been made shall have complied with applicable state and federal usury laws;

(p) To the best knowledge of the Lender, as of the Closing Date, the Mortgagor shall not have conveyed the right, title or interest of the Mortgagor in and to the Single-Family Residence to any third party;

(q) As of the Closing Date, the Lender shall have no knowledge of any facts or circumstances, economic or otherwise, which may have an adverse effect on the credit of any Mortgagor, the prospect of prompt payment of any Mortgage Loan or the value of any security therefor;

(r) The Lender shall have reviewed applicable credit reports and related documents required in connection with any application by the potential Mortgagor to assure such Lender, prior to approving such application, that such potential Mortgagor has the capacity to repay the Mortgage Loan;

(s) As of the Closing Date, the Lender shall have no knowledge of any circumstances or condition with respect to the Mortgagor, the Single-Family Residence, the Mortgage Loan or any related document that could reasonably be expected to cause prudent private investors in the secondary market to regard the Mortgage Loan as an unacceptable investment, or cause the Mortgage Loan to become delinquent or to adversely affect the value or the marketability of the Mortgage Loan, and the Lender shall have no knowledge of any circumstances which would cause the invalidation or cancellation of any F.H.A. Insurance or V.A. Guaranty of the Mortgage or disqualify the Mortgage Loan as a Conventional Mortgage Loan;

(t) As of the Closing Date, the Lender has no knowledge or other reason to believe that any of the representations and statements contained in the affidavits of the Seller, the Mortgagor and the Lender are not true and correct;

(u) The Mortgagor has agreed to make payments with respect to the Mortgage Loan in accordance with this Agreement;

(v) To the best knowledge of the Lender, after the exercise of due diligence, each Mortgage Loan shall be in compliance with the requirements of Section 143 of the Code, the Program and this Agreement;

(w) The aggregate amount of Mortgage Loans made by the Lender for two (2) to four (4) unit Single-Family Residences does not exceed thirteen point three percent (13.3%) of the total aggregate amount of Mortgage Loans made by the Lender; provided, that the Lenders may transfer their capacity in this respect to other Lenders; and

(x) The Mortgagor shall have received appropriate homebuyer education pursuant to a homebuyer education program approved by the Lender.

With respect to the Purchase of Mortgage Loans, the Originating Lender will be deemed to have made the foregoing representations and warranties as of the Purchase Date. It is understood and agreed that the representations, warranties and covenants set forth in this Section 4.12 of an Originating Lender shall survive the sale of the Mortgage Loans by an Originating Lender to a Master Servicer, and that the representations, warranties and covenants shall inure to the benefit of the Master Servicer, its transferees and assigns, and G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be, the Trustee, the Issuer and the owners of the Bonds. Upon the discovery by the Lender, G.N.M.A., F.H.L.M.C., F.N.M.A., the Master Servicer (in the case of an Originating Lender), or the Trustee of a breach of any of the foregoing representations, warranties and covenants which materially and adversely affects any Mortgage Loan, the party discovering such breach shall give prompt written notice to the others. Within sixty (60) days of its discovery or its receipt of notice of breach, the Lender shall cure such breach in all material respects or shall purchase or foreclose the Mortgage Loan in the manner and at the purchase price set forth in Section 4.11 of this Agreement. The Trustee shall have no obligation to independently determine whether a breach of any of the foregoing representations, warranties and covenants has occurred.

Section 4.13 Proceeds Of Commitment Fees.

The Commitment Fees shall be applied in accordance with the terms of Section 2.10 of the Indenture, and from and after the date of the issuance of the Bonds are otherwise nonrefundable.

Section 4.14 Prohibition Of Discrimination.

Each Lender will consider all applications in the order in which they are received on a fair and equal basis, will not arbitrarily reject a Mortgage

Loan application because of the location, and/or age of the property, unless the economic life of the property, by qualified appraisal, is expected to be less than thirty (30) years, and, in the case of a proposed Mortgagor, will not arbitrarily vary the terms of a Mortgage Loan or the application procedures therefor or reject a Mortgage Loan applicant because of the race, color, religion, national origin, age, sex or marital status of such applicant (as defined in the Fair Housing Act, Title 42, United States Code, Section 3601, et seq., as amended). No Lender shall enter into any agreement or arrangement with any person, firm or corporation to prefer any applicant or group of applicants for Mortgage Loans over any other applicant or group of applicants for Mortgage Loans. In accepting, evaluating and acting upon such applications, each Lender shall comply, if applicable, with the Federal Equal Credit Opportunity Act and Regulation B promulgated thereunder.

Section 4.15 Necessary Action By The Trustee And Master Servicer.

In the event that the Trustee is notified by the Issuer that any action required by a Lender for or in connection with the securing or foreclosure of any Mortgage Loan shall not be timely done or performed by a Lender, and any such nonaction continues, and in the opinion of the Trustee or the Master Servicer (if with respect to a Mortgage Loan purchased by the Master Servicer), as the case may be, such nonaction may become inimical to the best interests of the Issuer or of the owners of the Bonds, then the Trustee or the Master Servicer, as the case may be, shall promptly undertake such action as it deems proper or necessary in the circumstances in substitution for, and at the reasonable expense of, such Lender, and such Lender shall be liable for and shall promptly pay to the Trustee or the Master Servicer, as the case may be, all of its expenses and costs (including the fees and expenses of its counsel and agents) as to such action taken by the Trustee or the Master Servicer, as the case may be, in such circumstances, and the Trustee or the Master Servicer, as the case may be, shall not be liable to such Lender on account of any such action taken by them in good faith and after written notice to such Lender to undertake such required action.

Section 4.16 Assignment Of Origination And Sales By Master Servicer Or Servicing Lenders.

Notwithstanding the provisions of Section 4.01 hereof, a Lender may, upon written notice to the Trustee and the related Master Servicer in the case of an Originating Lender, assign its rights and obligations to originate Mortgage Loans pursuant hereto, to any other Lender who shall agree to accept such assignment. Any agreement to assign origination rights and obligations shall provide that all or any part of the applicable Commitment Fee paid by the assignor Lender be paid by the assignee Lender to the assignor Lender upon such terms as the assignor Lender and the assignee Lender agree. In no case shall the assignor Lender receive any reimbursement of the Commitment Fee in excess of the established

Commitment Fee. The Issuer shall not be deemed a party to any voluntary formal or informal transfers or assignments hereunder, and the Issuer shall not be responsible for remittance of any reimbursement of the Commitment Fee by the assignee Lender. In the case of assignment, the assignee Lender shall assume in writing the origination obligations contained in this Agreement of the assignor Lender. In addition, each Master Servicer or Servicing Lender may, without prior written notice to or the written approval of the Issuer, sell Mortgage Loan to any other Servicing Lender or Master Servicer in order to facilitate the creation of a Pool, such sale to be effected pursuant to the terms of this Article IV and Section 5.01 of this Agreement.

Section 4.17 Reporting.

During the Origination Period, each Lender shall submit to the Issuer, the Trustee and the applicable Master Servicer, if any, a Mortgage Submission Voucher with respect to each Mortgage Loan that it makes within thirty (30) days of the Closing of such Mortgage Loan. During the Origination Period, each Lender shall submit a Mortgage Loan Commitment Report substantially in the form of (Sub)Exhibit F attached hereto and made a part hereof to the Trustee and the applicable Master Servicer, if any, on a monthly basis on the last day of each calendar month, commencing on January 31, 1996, and on the last day of the Origination Period.

Article V.

Servicing Of Mortgage Loans.

Section 5.01 Assignment Of Mortgage Loans And Servicing Obligations.

On a Purchase Date, an Originating Lender shall assign the Mortgage Loans it originates hereunder and the servicing in connection therewith to a Master Servicer, which Mortgage Loans shall be included in the Pools backing the G.N.M.A. Securities to be issued by such Master Servicer and the F.N.M.A. Securities and F.H.L.M.C. Securities to be obtained by such Master Servicer. A Servicing Lender may also assign the Mortgage Loans it originates and the servicing in connection therewith to a Master Servicer or another Servicing Lender in the same manner as provided in this Section 5.01 for an Originating Lender. In either case, such assignments shall be made within thirty (30) days of the date of origination of a Mortgage Loan and the assigning Lender shall provide to the Master Servicer or another Servicing Lender such warranties with respect to the Mortgage Loans being assigned as the Master Servicer or another Servicing Lender shall reasonably request. A Servicer shall not accept any such assignments after the Final Loan Purchase Date of the applicable Delivery Period.

Section 5.02 Assumption Restrictions.

In any case in which property subject to a Mortgage has been or is about to be conveyed by the Mortgagor and the purchaser desires to assume all of the rights and obligations of the Mortgagor under the Mortgage Loan, the Servicer may release (subject to any required F.H.A., V.A., F.H.L.M.C. or F.N.M.A. approval, as applicable, and in accordance with currently applicable F.H.A., V.A., F.H.L.M.C. or F.N.M.A. rules and regulations, as the case may be) the original Mortgagor, and take or enter into an assumption agreement from or with the person to whom such property has been or is about to be conveyed only if the Servicer so consents in writing; provided, however, that such assumption may only be permitted if (a) the residence being acquired is a Single-Family Residence within the meaning of this Agreement at the time of the assumption, (b) the requirements of Sections 4.02 and 4.03 hereof are satisfied (including the then current and applicable Purchase Price Limit and the then current and applicable Maximum Household Income Limit applicable to Mortgagors under the Code), (c) the Mortgage Loan must continue to comply with the requirements of the F.H.A. and V.A. Regulations, the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides and the Pool Purchase Contract, as applicable, and (d) such assumption will not affect the exclusion of interest on the Bonds from gross income of the owners thereof for Federal income tax purposes (which may be evidenced by an opinion of Bond Counsel). Upon receipt by the Servicer of F.H.A., V.A. or private mortgage insurance transfer documents with respect to the Mortgage Loan being assumed and the Certificate of Compliance, the Servicer may complete the assumption transaction. The Servicer may charge assumption fees and charges as permitter by F.H.A., V.A., F.H.L.M.C. or F.N.M.A. regulations, as applicable.

Section 5.03 Issuer, Trustee And Servicers To Cooperate; Release Of Mortgage Files.

From time to time and as appropriate for the servicing or foreclosure of any Mortgage Loan, the Issuer, the Servicers and the Trustee hereby agree to take such actions as required by the G.N.M.A. Guide and F.H.A. or V.A., the F.H.L.M.C. Guide or the F.N.M.A. Guides and the Pool Purchase Contract, as the case may be.

Section 5.04 Amendment Of Terms And Conditions Of A Mortgage Loan; Release Of Property From The Lien Of A Mortgage.

A Servicer, with the prior written consent of the Issuer, F.H.A. or V.A., as the case may be, and G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be, may amend the terms or conditions of any Mortgage Loan, release or direct

the release of property from the lien of a Mortgage or consent to the grant of, or grant, easements or rights-of-way upon property securing a Mortgage Loan, with appropriate recordation among the records of the local governmental officials; provided, that the Servicer shall not make any amendment of the terms and conditions of any Mortgage Loan that would result in such Mortgage Loan becoming a Non-Qualifying Mortgage Loan as defined in Section 4.11 of this Agreement.

Section 5.05 Reports To Trustee.

Throughout the term of this Agreement, each Servicer shall simultaneously submit to the Trustee copies of all reports required by the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides and the Pool Purchase Contract to be submitted to G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be.

Section 5.06 Compliance Review; Reports.

(a) Each Servicer shall review the Compliance Package, to determine:

(i) That the Single-Family Residence:

(A) is a single-family, attached or detached single-family structure or condominium unit or is a two-, three- or four-family structure, one unit of which is owner-occupied and which unit was first owner-occupied more than five (5) years prior to the date of the Mortgage Loan (with the exception of a newly constructed two-family structure in a Targeted Area);

(B) is located within the boundaries of the Program Area; and

(C) has a Purchase Price not exceeding the applicable Purchase Price Limit.

(ii) That the land on which the Single-Family Residence is situated is either not the subject of a ground lease, or, if the residence is subject to a ground lease, then the capitalized value of the ground lease (computed in the manner directed by the Issuer) has been included in the Purchase Price.

(iii) That the certifications and affidavits itemized above are in the form of the (sub)exhibits attached to this Agreement and have been properly executed.

(iv) That the types and amounts of the actual or estimated settlement and financing costs, fees and other similar charges collected or to be collected by the Lender do not exceed the usual and reasonable costs which

would be paid by the Mortgagor where financing is not provided through a qualified mortgage bond issue. If such settlement and financing costs, fees or similar charges are not usual and reasonable, the Mortgage Loan application shall be deemed deficient.

(v) That the Mortgagor:

(A) has not had an existing mortgage, whether paid off or not, on the residence at any time prior to the execution of the Mortgage, except an existing mortgage securing a construction period loan or similar temporary or initial financing having a term of twenty-four (24) months or less and not providing for scheduled payments of principal during such period; and

(B) has executed an Affidavit of Mortgagor setting forth an intent to occupy the residence as the principal residence of the Mortgagor within a reasonable period (not to exceed sixty (60) days) following the execution of the Mortgage Loan.

(vi) That (except with respect to Targeted Area Loans) the individual(s) making application for a Mortgage Loan has had no present ownership interest in a principal residence (except for the Single-Family Residence being financed with the Mortgage Loan) at any time during the three (3) year period prior to the date on which the Mortgage Loan is executed.

(b) The Servicer shall confirm that no more than thirteen point three percent (13.3%) of the aggregate amount of Mortgage Loans (including the Mortgage Loan being reviewed) have been made for two- to four-family Single-Family Residences.

(c) In determining whether such individual(s) meet the requirements set forth in paragraph (a) of this Section 5.06, if applicable, the Servicer shall:

(i) Review copies of the signed federal income tax returns of each individual, or unsigned copies of such income tax returns certified by such individual to be true and correct copies of such income tax returns as filed, intending to occupy the Single-Family Residence for the three (3) year period immediately preceding the proposed Closing Date to confirm that the individual(s) did not claim deductions for taxes or interest on indebtedness with respect to real property constituting a principal residence of any such individual(s), or a certificate stating that a tax return for one or more of the three (3) years was not required to be filed pursuant to the Code.

(ii) Determine if the Current Annual Family Income exceeds the applicable Maximum Household Income Limit as set forth in this Agreement. If the Current Annual Family Income exceeds the applicable

Maximum Household Income Limit, the Servicer shall confirm that (i) the Mortgage Loan is made for a Single-Family Residence in a Targeted Area, and (ii) the principal amount of such Mortgage Loan, together with the principal amount of all other Mortgage Loans made to Mortgagors whose Current Annual Family Income exceeds the applicable Maximum Household Income Limit, made from moneys on deposit in the Program Fund must not exceed one-third ($\frac{1}{3}$) of the moneys originally on deposit in the Program Fund.

(d) If any deficiency cannot be cured within thirty (30) days from the date of such review of the Compliance Package, the Mortgage Loan shall constitute a Non-Qualifying Mortgage Loan and appropriate action as set forth in Section 4.11 hereof shall be taken by the Servicer. Upon determining to the satisfaction of the Servicer that such documents meet the requirements required to be verified by the Servicer, the Servicer shall deliver promptly by regular mail its Certificate of Compliance in the form of (Sub)Exhibit J attached to and and made a part of this Agreement to the Trustee. The Servicer shall retain the Compliance Package for a period of three (3) years after the payment in full of the Bonds.

(e) The Servicer shall gather such information as is necessary to complete and file the Qualified Mortgage Bond Information Report (the "Report") (in substantially the same form as (Sub)Exhibit K attached hereto and made a part hereof) to the Issuer, the Trustee and the Original Purchaser. The Servicer must submit the Report containing information on the Mortgagors for each Reporting Period (as hereinafter defined) during the Delivery Period. The Servicer is not responsible for false information provided by a Mortgagor if the Servicer did not know or have reason to know that the information was false. The Report must be filed on the form prescribed by the Internal Revenue Service or, if no such form is prescribed, in substantially the same form as said (Sub)Exhibit K.

For purposes of this Section 5.06, the term "Reporting Period" means quarterly during the Delivery Period on the last day of each January, April, July and October, commencing on April 30, 1996.

For purposes of this Section 5.06, verification of information concerning a Mortgagor's gross monthly income with other available information concerning the Mortgagor's income (e.g., federal income tax returns) is not required.

(f) The Report required by this Section 5.06 shall be filed with the Issuer, the Trustee and the Original Purchaser not later than _____ after the close of the Reporting Period. The Report may be filed at any time before such date, but must be complete based on facts and reasonable expectations as of the date the Report is filed. The Report need not be amended to reflect information learned subsequent to the date that the

Report is filed or to reflect changed circumstances with respect to any Mortgagor.

The Trustee shall compile the information from the Reports and shall file its consolidated Report (on the form prescribed by the Internal Revenue Service, or, if no such form is prescribed, in substantially the same form as said (Sub)Exhibit K with the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255, not later than the fifteenth (15th) day of August of each year during the Delivery Period.

(g) If the Internal Revenue Service revises the time, manner or method of filing the Report, each Servicer and the Trustee will comply with such revisions.

Section 5.07 Servicer's Duties And Responsibilities.

Until the Mortgage Loans are assigned to G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be, each Servicer shall service the Mortgage Loans, and shall have full power and authority, acting alone, to take such actions as may be necessary to discharge its duties with respect to such servicing, which power and authority shall include (a) the right to execute and deliver customary consents or waivers and other instruments and documents required in the performance of those duties, (b) the right to consent to renewals and extensions of the Mortgage Loans, transfers of the property subject to the Mortgages and/or assumptions of the Mortgage Loans and the related Mortgage Notes and related Mortgages pursuant to the Program Documents, (c) the right to execute releases from liability of any Seller of the property subject to the Mortgages (in the manner hereinafter provided), (d) the right to collect any insurance proceeds, and (e) the right to effectuate foreclosure or other conversion of the ownership of the property subject to the Mortgages; provided, that the consummation of the foregoing shall not be inconsistent with or prejudice the rights and interest of G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be, be located within the Program Area, will be made substantially in accordance with the Lender's then current standard underwriting policies, or the rights and interest of the Trustee or the Issuer under the Program Documents, the G.N.M.A. Commitments or the Pool Purchase Contract, as the case may be. After the Purchase Date, the actions of each Servicer with respect to the Mortgage Loans, the Mortgage Notes and the Mortgages shall be governed by the provisions of the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides and the Pool Purchase Contract, as the case may be. In addition, each Servicer shall perform those duties set out in the Program Documents, the G.N.M.A. Commitments or the Pool Purchase Contract, as the case may be, including, but not limited to, assistance in any reallocation of Mortgage Loan origination rights, participation in Mortgage Loan assumptions by eligible Mortgagors, and keeping records and reporting regularly to the Trustee, the Remarketing Agent and the Issuer with respect to the origination of Mortgage Loans during the Origination Period.

Section 5.08 Servicing Standards.

Each Servicer agrees to service the Mortgage Loans in accordance with this Agreement and with the requirements of the G.N.M.A. Guide, the F.H.L.M.C. Guide or the F.N.M.A. Guides, as the case may be. Each Servicer will make payments on the G.N.M.A. Securities whether or not timely payments on the Pool are received by the Servicer, by bank check, or, at the option of the Servicer, by federal funds check or federal funds wire transfer (to be received by the Trustee no later than the twentieth (20th) calendar day of each month as required by the G.N.M.A. Guide). Each Servicer will render reports, as requested, to the Issuer, the Trustee, the Original Purchaser and G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be, with respect to the status of the Program. Each Servicer shall provide to the Trustee, in conjunction with each payment, a statement identifying whether such moneys are derived from principal payments on Mortgage Loans, Prepayments, interest on Mortgage Loans or other moneys with respect to the G.N.M.A. Securities, the F.H.L.M.C. Securities or the F.N.M.A. Securities, as the case may be, and whether such moneys are derived from Securities purchased by the Trustee before or after the Initial Reset Date and, if after the Initial Reset Date, whether such Securities were purchased with moneys on deposit in Subaccount A of the Acquisition Account (unless the Series 1996-A Bonds relating to moneys on deposit in Subaccount A of the Acquisition Account have been converted to Series 1996-B Bonds), or from Securities backed by Targeted Area Loans.

Section 5.09 Assignment Of Servicing Obligations.

A Servicer may assign all (but not a portion) of its servicing rights and obligations under this Agreement to another Servicer, provided that such assignment is evidenced by a written agreement in which the assignee agrees to assume all of the obligations of such other Servicer hereunder and agrees to the G.N.M.A. Servicing Rate, the F.H.L.M.C. Servicing Rate or the F.N.M.A. Servicing Rate, as the case may be, provided in Section 4.04 of this Agreement. Any such assignment is subject to the written consent of the Issuer and G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be.

Section 5.10 Compensation And Expenses For Servicing.

A Servicer's compensation for servicing with respect to each Mortgage Loan shall consist of an amount based on and payable from the interest portion of each monthly installment of principal and interest actually collected by the Servicer. This amount shall be equal to the G.N.M.A. Servicing Rate, the F.H.L.M.C. Servicing Rate or the F.N.M.A. Servicing Rate, as the case may be, computed on the same principal amount and for the same period as the interest portion of said installment, and shall be withheld by the Servicer as compensation for servicing such Mortgage Loans.

A Servicer also shall be entitled to retain any late charges paid by Mortgagors as additional compensation. A Servicer shall be responsible for paying the G.N.M.A. Guaranty Fee to G.N.M.A., the F.H.L.M.C. Guaranty Fee to F.H.L.M.C. and the F.N.M.A. Guaranty Fee to F.N.M.A. from its compensation pursuant to this Section 5.10.

Section 5.11 Servicer Not To Resign.

A Servicer shall not resign from the obligations and duties hereby imposed on it, except upon a determination that its duties hereunder are no longer permissible under applicable law or regulation. Any such determination permitting the resignation of a Servicer shall be evidenced by an opinion of counsel satisfactory to the Trustee to such effect, delivered to the Trustee. No such resignation shall become effective until a successor Servicer shall have assumed the responsibilities and obligations of such Servicer under this Agreement.

Section 5.12 Early Termination.

Except as provided in this Section 5.12 and in Article VIII hereof, neither the Trustee nor the Issuer may, without the consent of a Servicer, terminate this Agreement prior to the term set forth in Section 9.09 hereof, or relieve a Servicer of its rights and obligations hereunder, including but not limited to its rights to service the Mortgage Loans. If a Servicer shall merge with another entity or shall sell its assets as permitted under Section 2.03(b) hereof, and the Issuer shall object to the proposed merger or sale in writing to the Servicer, then in such case the Issuer may terminate this Agreement and relieve the Servicer of its rights and obligations hereunder upon such merger or sale of assets; provided, that the Issuer may not relieve the Servicer of its rights and obligations hereunder for mergers or sales to entities the ownership and management of which is substantially identical to that of Servicer.

Article VI.

Purchase Of Securities.

Section 6.01 G.N.M.A. Commitments.

Each Servicer has authority under G.N.M.A. Commitments to acquire G.N.M.A. Securities under the Program in an aggregate amount equal to not less than (i) with respect to a Servicing Lender, the Program Allocation for such Servicing Lender, and (ii) with respect to a Master Servicer, the

aggregate of the Total Program Allocation of such Master Servicer to sell Mortgage Loans to G.N.M.A. as set forth in the Notice of Acceptance. The Servicers warrant and represent that they have reserved, and that at all times during each Delivery Period they shall reserve, G.N.M.A. Commitments for the benefit of the Trustee sufficient to fund at any time the total amounts remaining in the Program Fund for such purpose. The Servicers shall pay to G.N.M.A. the fee for such G.N.M.A. Commitments.

Section 6.02 Purchase Of G.N.M.A. Securities.

(a) Following the periodic Purchase of Mortgage Loans by a Master Servicer, or the origination of Mortgage Loans by a Servicer for its own account, in amounts sufficient to create a Pool, the Servicer may prepare the Pool documentation package for such Mortgage Loans and cause a G.N.M.A. Security to be issued in the same principal amount as the outstanding principal amount of the Mortgage Loans represented by such Pool documentation package. On each G.N.M.A. Security Purchase Date, the Trustee, on behalf of the Issuer, shall purchase such G.N.M.A. Security at the G.N.M.A. Security Purchase Price. Each G.N.M.A. Security (i) shall be a fully-modified mortgage-backed security issued by the Servicer, (ii) shall be backed only by a Pool consisting of Mortgage Loans originated by the Lenders having the terms and conditions set forth in this Agreement, (iii) shall have a face interest rate that is equal to the applicable Pass-Through Rate for the applicable Delivery Period, (iv) shall be registered in the name of the Trustee or its nominee or credited to the account of the Trustee at a clearing corporation, as defined under the Uniform Commercial Code applicable to the clearing corporation and the clearing corporation is registered as a clearing agency under the Securities Exchange Act of 1934, as amended, provided, that the Trustee shall have received a Counsel's Opinion to that effect or shall be in book-entry form as provided in Section 5.01 of the Indenture, and (v) shall be guaranteed as to timely payment of principal and interest by G.N.M.A. pursuant to Section 306(g) of the National Housing Act, as amended, and applicable regulations thereunder, as evidenced by the execution thereof by G.N.M.A.; provided, there shall be sufficient amounts available in the Program Fund to pay the Purchase Price of such G.N.M.A. Security, and such amounts shall be available for withdrawal from the Investment Agreement on or prior to such G.N.M.A. Security Purchase Date. The Trustee has no obligation to independently determine whether the Mortgage Loans are eligible and meet the requirements under the Program Documents.

(b) A Servicer shall give the Trustee at least six (6) Business Days advance notice of the date of delivery of such G.N.M.A. Security and such date of delivery shall be the G.N.M.A. Security Purchase Date with respect to such G.N.M.A. Security; provided, however, that each Servicer recognizes that, after the last day of a Delivery Period, no funds will be available under the Indenture for the purchase of G.N.M.A. Securities so that no G.N.M.A. Security Purchase Date may occur after such date with respect to such

Delivery Period. Upon delivery of a G.N.M.A. Security to the Trustee on the G.N.M.A. Security Purchase Date, the Servicer shall be entitled to receive, but solely from funds available for such purpose under the Indenture, the G.N.M.A. Security Purchase Price.

Section 6.03 Purchase Of F.N.M.A. Securities.

It is hereby recognized and acknowledged that the procedures set forth in this Section 6.03 are applicable to the sale of F.N.M.A. Securities by the Servicers as of the date of this Agreement, and the parties hereto further recognize and acknowledge that the procedures, guidelines and policies of F.N.M.A. may be amended or modified in the future to such an extent that it may become impractical or impossible for the Servicers to perform pursuant to this Agreement, in which event the Servicers shall not be held responsible for such failure to perform.

(a) Subject to the terms and conditions hereof, the Servicers shall use their best efforts during the Origination Period to originate and purchase Mortgage Loans in accordance with the terms of this Agreement and the F.N.M.A. Guides, and shall pay all fees required by F.N.M.A. in connection with the issuance of F.N.M.A. Securities, except fees payable to F.N.M.A. for the restructuring of the F.N.M.A. Securities in connection with the defeasance of the Bonds.

(b) It is recognized and agreed that in accordance herewith, the Servicers in their best judgment shall cause F.N.M.A. to issue F.N.M.A. Securities which shall be comprised of the types of Mortgage Loans as herein provided. An F.N.M.A. Security shall be based on and backed by a Pool in a minimum outstanding principal amount of Two Hundred Fifty Thousand Dollars ($250,000), or such lesser amount as may be permitted or approved by F.N.M.A., and shall be issued in accordance with this Section 6.03.

(c) Each Lender shall, during the Delivery Period, maintain current records with respect to the principal amounts of Mortgage Loans that have been originated by such Lender for the purpose of determining the date on which any F.N.M.A. Security based on and backed by the Pool shall be issued by F.N.M.A.. Each Lender shall exercise its best judgment to cause the aggregation of Mortgage Loans to occur to enable the formation of a Pool in as expeditious a manner as possible. Mortgage Loan shall, in any case, be originated by a Lender without any delays resulting to the Issuer or the Mortgagors. The Servicers may, in their discretion, make the determination to provide for the issuance of F.N.M.A. Securities at such time, in the judgment of the Servicers, as the amount of Mortgage Loans originated by the Lenders is sufficient for the issuance of F.N.M.A. Securities.

(d) Each Servicer shall aggregate the Conventional Mortgage Loans originated by the Lenders during the Delivery Period. Each Servicer may "warehouse" any portion of such Mortgage Loans until the final aggregation

of the Mortgage Loans to form a Pool until such time that the Servicer deems it advisable, in the exercise of due diligence, to cause the issuance of any F.N.M.A. Security. In the event that a Servicer has Conventional Mortgage Loans in a sufficient aggregate principal amount to constitute a Pool and thereafter, to cause the issuance of an F.N.M.A. Security with respect to such Pool, the Servicer shall aggregate all such Mortgage Loans to form such Pool and shall submit an application to F.N.M.A. for the issuance of such F.N.M.A. Security in accordance with this Agreement.

(e) Each Servicer shall ensure that the total original outstanding principal amount of any F.N.M.A. Security issued by F.N.M.A. based on and backed by a Pool will not be issued in an amount which, in the good faith judgment of such Servicer, would either (i) preclude the subsequent origination of Conventional Mortgage Loans, or (ii) if Conventional Mortgage Loans have been originated and a Pool is comprised of such Mortgage Loans, preclude the issuance of an F.N.M.A. Security backed by such Pool.

(f) Each Servicer will ensure that the Program shall have at least equal priority with respect to the other activities of such Servicer to any unfunded F.N.M.A. Securities available to such Servicer or to the issuance of any other F.N.M.A. Securities not specifically pledged to an identifiable lending activity.

(g) Pursuant to the current standards and policies of F.N.M.A. as set forth in the F.N.M.A. Guides, a Servicer may provide for the issuance of F.N.M.A. Securities by purchasing Mortgage Loans to be delivered to F.N.M.A. to constitute Pools in a minimum original outstanding principal amount of Two Hundred Fifty Thousand Dollars ($250,000). The total principal amount of any issue of F.N.M.A. Securities shall equal the aggregate unpaid principal balances of Mortgage Loans in the Pool.

(h) The Servicers agree to notify the Trustee at least twelve (12) calendar days before each proposed delivery to the Trustee of an F.N.M.A. Security of the aggregate principal amount of the F.N.M.A. Security to be acquired, including the principal amount backed by Targeted Area Loans. The Trustee has no obligation to independently determine whether the Mortgage Loans are eligible and meet the requirements under the Program Documents.

(i) In conjunction with the delivery of each F.N.M.A. Security to the Trustee for purchase, a Servicer shall notify the Trustee of the aggregate original principal amount of Targeted Area Loans represented by such F.N.M.A. Security.

(j) All F.N.M.A. Securities shall be issued with the Special Servicing Option (as defined in the F.N.M.A. Guides).

Section 6.04 Purchase Of F.H.L.M.C. Securities.

It is hereby recognized and acknowledged that the procedures set forth in this Section 6.04 are applicable to the sale of F.H.L.M.C. Securities by the Servicers as of the date of this Agreement, and the parties hereto further recognize and acknowledge that the procedures, guidelines and policies of F.H.L.M.C. may be amended or modified in the future to such an extent that it may become impractical or impossible for the Servicers to perform pursuant to this Agreement, in which event the Servicers shall not be held responsible for such failure to perform.

(a) Subject to the terms and conditions hereof, the Servicers shall use their best efforts during the Delivery Period to originate and purchase Mortgage Loans in accordance with the terms of this Agreement and the F.H.L.M.C. Guide, and shall pay all fees required by F.H.L.M.C. in connection with the issuance of F.H.L.M.C. Securities, except fees payable to F.H.L.M.C. for the restructuring of the F.H.L.M.C. Securities in connection with the defeasance of the Bonds.

(b) It is recognized and agreed that in accordance herewith, the Servicers in their best judgment shall cause F.H.L.M.C. to issue F.H.L.M.C. Securities which shall be comprised of the types of Mortgage Loans as herein provided. An F.H.L.M.C. Security shall be based on and backed by a Pool in a minimum outstanding principal amount of Two Hundred Fifty Thousand Dollars ($250,000), or such lesser amount as may be permitted or approved by F.H.L.M.C., and shall be issued in accordance with this Section 6.04.

(c) Each Lender shall, during a Delivery Period, maintain current records with respect to the principal amounts of Mortgage Loans that have been originated by such Lender for the purpose of determining the date on which any F.H.L.M.C. Security based on and backed by the Pool shall be issued by F.H.L.M.C.. Each Lender shall exercise its best judgment to cause the aggregation of Mortgage Loans to occur to enable the formation of a Pool in as expeditious a manner as possible. Mortgage Loans shall, in any case, be originated by a Lender without any delays resulting to the Issuer or the Mortgagors. The Servicers may, in their discretion, make the determination to provide for the issuance of F.H.L.M.C. Securities at such time, in the judgment of the Servicers, as the amount of Mortgage Loans originated by the Lenders is sufficient for the issuance of F.H.L.M.C. Securities.

(d) Each Servicer shall aggregate the Conventional Mortgage Loans originated by the Lenders during the Delivery Period. Each Servicer may "warehouse" any portion of such Mortgage Loans until the final aggregation of the Mortgage Loans to form a Pool until such time that the Servicer deems it advisable, in the exercise of due diligence, to cause the issuance of any F.H.L.M.C. Security. In the event that a Servicer has Conventional Mortgage Loans in a sufficient aggregate principal amount to constitute a Pool and thereafter, to cause the issuance of an F.H.L.M.C. Security with respect to such Pool, the Servicer shall aggregate all such Mortgage Loans to

form such Pool, and shall deliver such Conventional Mortgage Loans to F.H.L.M.C. in accordance with the F.H.L.M.C. Guide in exchange for the issuance of such F.H.L.M.C. Security in accordance with this Agreement.

(e) Each Servicer shall ensure that the total original outstanding principal amount of any F.H.L.M.C. Security issued by F.H.L.M.C. based on and backed by a Pool will not be issued in an amount which, in the good faith judgment of such Servicer, would either (i) preclude the subsequent origination of Conventional Mortgage Loans, or (ii) if Conventional Mortgage Loans have been originated and a Pool is comprised of such Mortgage Loans, preclude the issuance of an F.H.L.M.C. Security backed by such Pool.

(f) Each Servicer will ensure that the Program shall have at least equal priority with respect to the other activities of such Servicer to any unfunded F.H.L.M.C. Securities available to such Servicer or to the issuance of any other F.H.L.M.C. Securities not specifically pledged to an identifiable lending activity.

(g) Pursuant to the current standards and policies of F.H.L.M.C. as set forth in the F.H.L.M.C. Guide, a Servicer may provide for the issuance of F.H.L.M.C. Securities by purchasing Mortgage Loans to be delivered to F.H.L.M.C. to constitute Pools in a minimum original outstanding principal amount of Two Hundred Fifty Thousand Dollars ($250,000). The total principal amount of any issue of F.H.L.M.C. Securities shall equal the aggregate unpaid principal balances of Mortgage Loans in the Pool.

(h) The Servicers agree to notify the Trustee at least twelve (12) calendar days before each proposed delivery to the Trustee of an F.H.L.M.C. Security of the aggregate principal amount of the F.H.L.M.C. Security to be acquired, including the principal amount backed by Targeted Area Loans. The Trustee has no obligation to independently determine whether the Mortgage Loans are eligible and meet the requirements under the Program Documents.

(i) In conjunction with the delivery of each F.H.L.M.C. Security to the Trustee for purchase, a Servicer shall notify the Trustee of the aggregate original principal amount of Targeted Area Loans represented by such F.H.L.M.C. Security.

Article VII.

Lenders.

Section 7.01 Liability Of Lender.

Each Lender shall be liable hereunder only to the extent that obligations are explicitly imposed upon and undertaken by such Lender. For failure to originate the amount of Mortgage Loans in its Program Allocation, the Lender will be required to forfeit its Commitment Fee, as liquidated damages and not as a penalty, and shall be liable for no further damages as a result of its failure to originate such Mortgage Loans in its Program Allocation.

Section 7.02 Merger Or Consolidation Of Lender.

Any entity into which a Lender may be merged or consolidated, or any entity resulting from any merger or consolidation to which a Lender shall be a party, shall be the successor of such Lender hereunder without the execution or filing of any document or instrument, except as provided in Section 2.03(b) hereof, or any further act on the part of any of the parties to this Agreement.

Section 7.03 Limitation On Liability Of Directors, Officers, Employees And Agents Of Lender.

No director, officer, employee or agent of any Lender shall be under any liability to the Issuer, the applicable Master Servicer (in the case of an Originating Lender), the Trustee or the owners of the Bonds for any action taken or for refraining from the taking of any action in good faith pursuant hereto or for errors in judgment.

Section 7.04 Lender Not To Resign.

A Lender shall not resign from the obligations and duties hereby imposed on it, except upon a determination that its duties hereunder are no longer permissible under applicable law or regulation. Any such determination permitting the resignation of a Lender shall be evidenced by a Counsel's Opinion satisfactory to the Issuer, the Trustee, G.N.M.A., F.H.L.M.C. or F.N.M.A. or any of them, as the case may be, and the applicable Master Servicer (in the case of an Originating Lender) to such effect, delivered to the Issuer. No such resignation shall become effective until G.N.M.A., F.H.L.M.C. or F.N.M.A. or any of them, as the case may be, the applicable Master Servicer (in the case of an Originating Lender) or a successor Lender

shall have assumed the responsibilities and obligations of the Lender under this Agreement.

Section 7.05 Access To Certain Documentation And Certain Information Regarding The Mortgage Loans.

Each Lender shall provide to the Trustee, the Custodian, each Servicer G..N.M.A., F.N.M.A, F.H.L.M.C., the Issuer and their respective examiners and supervisory agents access to the documentation referred to in Section 2.03 hereof (which may be on microfilm) regarding the Mortgage Loans requested by them, such access being afforded without charge and during normal business hours at the offices of such Lender designated by it.

Section 7.06 Notifications.

An Originating Lender shall deliver to the applicable Master Servicer copies of all reports, correspondence, statements, notices or other written communications of the Originating Lender delivered to the Trustee or the Issuer pursuant to this Agreement at the time so delivered. The Master Servicer shall be entitled to rely upon such written communications of an Originating Lender. The Trustee, the Custodian and the Issuer shall mail by first class mail to each Servicer, and each Servicer shall deliver to the Trustee, the Custodian and the Issuer, copies of all notices, reports, correspondence, statements or other written communications delivered by any of the foregoing pursuant to this Agreement at the time so delivered. A party may waive in writing receipt of any of this foregoing from time to time by notice given to the delivering party.

The Trustee, the Custodian, the Issuer, the Remarketing Agent, G.N.M.A., F.N.M.A., F.H.L.M.C. and the Lenders shall each provide the others with information, records or such assistance reasonably requested by the others and otherwise cooperate with the others as reasonably requested.

Article VIII.

Termination.

Section 8.01 Causes Of Termination Of This Agreement Defined.

Upon the happening of any one or more of the following events, the Issuer or the Trustee may terminate this Agreement with respect to any Lender as provided in Section 8.02 hereof, and shall have the other remedies specified therein:

(a) failure by a Servicer to make payments on the G.N.M.A. Securities in the amounts, on the dates and in the manner set forth in Section 5.08 hereof;

(b) a servicer has been required to purchase a Mortgage Loan as a result of the failure of such Lender to abide by the provisions of this Agreement, and such Lender has not timely repurchased said Mortgage Loan upon proper notice hereunder;

(c) failure by such Lender duly to observe or perform any covenant, condition or agreement herein to be observed or performed by such Lender, other than as referred to in subsections (a) and (b) of this Section 8.01 for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to such Lender by the Issuer, the Trustee, a Servicer or the Custodian, unless the Issuer, the Trustee and the applicable Servicer shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Issuer, the Trustee and such Servicer will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by such Lender within the applicable period and diligently pursued until the default is corrected;

(d) a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of its affairs, shall have been entered against such Lender, and such decree or order shall have remedies in force undischarged or unstayed for a period of sixty (60) days;

(e) such Lender shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings of or relating to such Lender or of or relating to all or substantially all of its property;

(f) such Lender shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations;

(g) the merger, consolidation or sale of substantially all of the assets of such Lenders or assignment of the rights and obligations of such Lender under this Agreement, without the prior written consent of the Issuer, the Trustee and the applicable Servicer;

(h) the Issuer, the Trustee or the applicable Servicer shall discover or be notified that any representation of or warranty by such Lender to the Issuer, the Trustee or the applicable Servicer is false in any material respect; and/or

(i) there occurs prior to the Purchase of any Mortgage Loan a change in status of the Lender originating such Mortgage Loan with respect to the approval of such Lender as either an F.H.A.- or V.A.-approved mortgagee or a G.N.M.A., F.H.L.M.C. or F.N.M.A. seller/servicer.

Section 8.02 Remedies.

(a) Whenever any event referred to in Section 8.01 hereof shall have happened and be continuing, the Trustee, the Custodian, the applicable Servicer and the Issuer, acting either jointly or severally, may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or other damages, or to enforce the performance and observance of any obligation, agreement or covenant of the Lender hereunder, including, without limitation, reallocating the Program Allocation of such Lender to other Lenders, without compensation to such Lender as otherwise provided herein.

(b) By notice in writing to the Issuer, and with the written approval of G.N.M.A., F.H.L.M.C. and F.N.M.A., as applicable, the Trustee may, subject to applicable State and federal law, terminate all of the rights and obligations of a Lender under the Program Documents, including the servicing of the Mortgage Loans. On or after the receipt by a Lender of such written notice, all authority and power of such Lender under this Agreement with respect to servicing the Mortgage Loans shall pass to and be vested in the Trustee or a substitute Servicer (which may but need not be the Trustee); provided, that the Trustee or such other substitute Servicer is acceptable to G.N.M.A., F.H.L.M.C. and F.N.M.A., as applicable, and the Issuer; provided further, that the Trustee or such other substitute Servicer is an F.N.M.A.-approved seller/servicer or F.H.L.M.C.-approved seller/servicer of Conventional Mortgage Loans and a G.N.M.A.-approved issuer/servicer of F.H.A. Insured and V.A. Guaranteed mortgage loans and an authorized issuer of G.N.M.A. Securities and will remain so approved for the term of this Agreement. The Trustee is hereby authorized and empowered to execute and deliver, on behalf of any Lender, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect the purpose of any such termination. Each Lender agrees to cooperate with the Trustee in effecting the termination of the responsibilities of such Lender hereunder, including without limitation, the transfer to the Trustee or other substitute Servicer for administration by it of the Mortgage Files and all cash amounts which shall at the time be held by such Lender or thereafter received with respect to the Mortgage Loans. In the event of a termination

of a Servicer pursuant to Section 5.12 hereof or this Section 8.02 after the delivery of Mortgage Loans to F.H.L.M.C., the Trustee shall notify F.H.L.M.C. in writing of such termination and request F.H.L.M.C. in writing to take appropriate action in accordance with its standard termination policies and procedures to terminate the rights and obligations of such Servicer to service the Mortgage Loans under the F.H.L.M.C. Guide.

(c) The Trustee may take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under this Agreement or to enforce performance and observance of any obligation, agreement or covenant of a Servicer under this Agreement.

(d) Any amounts collected pursuant to action taken under this Section 8.02 shall be applied in accordance with the provisions of the Indenture.

Section 8.03 Party To Act; Appointment Of Successor.

(a) At the time an Originating Lender receives a notice of termination, the applicable Master Servicer shall succeed to all rights and obligations of such Originating Lender. As compensation therefor, the Master Servicer shall be paid such compensation available to the replaced Originating Lender; provided, however, that such fee shall only be payable from funds which such Originating Lender would have been entitled to receive if such Originating Lender had continued to act under this Agreement. Notwithstanding the above, a Master Servicer may, if it shall be unwilling to so act, or shall, if it is unable to so act, transfer such function to another home mortgage lending institution acceptable to the Trustee or appoint or petition a court of competent jurisdiction to appoint any established home mortgage lending institution acceptable to G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be, as the successor to such Originating Lender hereunder in the assumption of all or any part of the responsibilities, duties or liabilities of such Originating Lender under this Agreement.

(b) At the time a Servicer receives a notice of termination pursuant to Section 8.02(b) hereof, a substitute Servicer shall succeed to all rights and obligations of the Servicer under the Program Documents, including the servicing of the Mortgage Loans. As compensation therefor, the substitute Servicer shall be paid the G.N.M.A. Servicing Rate, the F.H.L.M.C. Servicing Rate and the F.N.M.A. Servicing Rate as provided by Section 5.10 hereof; provided, however, that such G.N.M.A. Servicing Rate, such F.H.L.M.C. Servicing Rate or such F.N.M.A. Servicing Rate shall be payable only from funds which such Servicer would have been entitled to receive if such Servicer had continued to act under this Agreement. Notwithstanding the above the Issuer or the Trustee may, if the substitute Servicer shall be unwilling to so act, or shall, if the substitute Servicer is unable to so act, appoint or petition a court of competent jurisdiction to appoint any established mortgage loan servicing organization acceptable to

F.H.A., V.A., F.N.M.A., F.H.L.M.C. and G.N.M.A., as the successor to such Servicer hereunder in the assumption of all or any part of the responsibilities, duties or liabilities of such Servicer under this Agreement. In connection with such appointment and assumption, the Trustee may make such arrangements for the reasonable compensation of such successor out of payments on the Mortgage Loans as it and such successor shall agree. After a Servicer receives notice of termination under Section 8.02(b) hereof, such Servicer shall be entitled to no payments or compensation of any kind (including the G.N.M.A. Servicing Rate, the F.H.L.M.C. Servicing Rate and the F.N.M.A. Servicing Rate designated in Section 5.10 hereof for any period of time after such notice of termination), other than the payments which are provided for in this Agreement. The Trustee and any successor Servicer shall take such action, consistent with this Agreement, as shall be necessary to effectuate any such succession.

Section 8.04 No Remedy Exclusive.

Unless otherwise expressly provided herein no remedy herein conferred or reserved hereby is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given hereunder or existing at law or in equity. No delay or omission to exercise any right or power accruing hereunder upon the happening of any event set forth in Section 8.01 hereof shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. To entitle the Issuer, the Custodian, the Trustee or a Servicer to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII.

Section 8.05 Agreement To Pay Attorneys' Fees And Expenses.

In the event a Lender should fail to perform its obligations under any of the provisions hereof and the Issuer, the Custodian, the Trustee or a Servicer should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Lender herein contained, the Lender agrees that to the extent permitted by law it will pay or reimburse the Issuer, the Custodian, the Trustee or the Servicer on demand the reasonable fees of such attorneys and such other incurred expenses.

Section 8.06 Liability Of Servicer.

A Servicer shall not be liable for the appointment or removal of a successor Lender or owe any duty with respect to such appointment or removal, except for its own willful misconduct and except to the extent of the obligations of

the Servicer to assure proper servicing under this Agreement. Notwithstanding any provision to the contrary in this Agreement, neither the Issuer nor the Trustee nor the Lender shall be liable in any respect for the appointment or removal of a successor Lender by a Servicer or owe any duty with respect to such appointment or removal other than as otherwise provided in this Agreement.

Section 8.07 Books And Records.

Each Servicer agrees to keep proper books, records and accounts in accordance with the G.N.M.A. Guide, the F.H.L.M.C. Guide and the F.N.M.A. Guides and the Pool Purchase Contract, as applicable. Each Servicer shall make such books and records available for inspection by the Issuer and the Trustee during reasonable hours and under reasonable conditions. The Issuer and the Trustee shall have the right to require a Servicer to furnish said documents, at the expense of the Servicer, as the Issuer and the Trustee, in their sole discretion and from time to time, deem necessary to determine that the provisions of this Agreement have been complied with and to satisfy statutory record-keeping requirements, if any, applicable to the Issuer or the Trustee.

Section 8.08 Transfer Of Duties.

Upon the termination of this Agreement, upon the termination of servicing with respect to any Mortgage Loan or upon the assignment of a Servicer's servicing responsibilities under this Agreement, such Servicer shall promptly, but not later than thirty (30) days after such termination, supply all reports, documents and information required by the G.N.M.A. Guide, the F.H.L.M.C. Guide and the F.N.M.A. Guides and the Pool Purchase Contract, as the case may be, or otherwise required by the Program Documents, which are customarily provided upon such termination, to any person or entity designated by the Issuer or the Trustee, and shall use its best efforts to effect the orderly and efficient transfer of servicing to a substitute Servicer designated by the Issuer or the Trustee, including the preparation of accounting statements in the form required by G.N.M.A., F.H.L.M.C., or F.N.M.A., as the case may be, and delivery to the Issuer, or its designee, of all money held and all papers and records pertaining to such Mortgage Loans, and the Issuer or the Trustee shall, as provided herein, reimburse such Servicer for any amounts advanced by such Servicer and required to be reimbursed by the Issuer under this Agreement.

Section 8.09 Conflicts Of Interest; Servicer's Access To Privileged Information Concerning Mortgagor's Accounts.

Through normal servicing activities, including the servicing of delinquencies, a Servicer may obtain privileged information concerning a

Mortgagor and its Single-Family Residence. Such privileged information may not be used by the Servicer or by its officers, employees, agents or affiliates, in any way which can be construed to represent a conflict of interest or an unfair advantage to the user. All such information must be used in a manner consistent with any applicable laws or regulations regarding disclosure of credit information. A Servicer shall not acquire, and the Servicer shall not permit, to its knowledge, its officers, employees, agents or affiliates, to acquire any property which secures a Mortgage Loan unless the Issuer has informed the Servicer in writing that it does not object to such acquisition.

Section 8.10 Joinder In Legal Proceedings.

Upon the request of a Servicer, and at the sole expense of such Servicer, the Issuer and the Trustee shall join as parties plaintiff in any legal proceeding brought by such Servicer against any Lender concerning any obligations of such Lender under this Agreement. In the event that the Issuer and the Trustee shall join in any such legal proceeding at the request of a Servicer, the Servicer shall indemnify and hold harmless, the Issuer and the Trustee from any and all costs and expenses in any form and for whatever reason incurred, including, but not limited to any and all costs and attorneys fees of a defendant required to be paid by the Issuer and the Trustee by court order in the event of a judgment in favor of such defendant.

Article IX.

Miscellaneous Provisions.

Section 9.01 Access To Certain Documentation And Certain Information Regarding The Mortgage Loans.

Each Lender shall provide to the Issuer, the Custodian, the Trustee, the Original Purchaser, the Master Servicer (with respect to Mortgage Loans purchased by such Master Servicer), F.N.M.A., F.H.L.M.C. and G.N.M.A. access to the documentation regarding the Program and Mortgage Loans requested by it, such access being afforded without charge and during normal business hours.

Section 9.02 Amendments, Changes And Modifications.

Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Agreement may be amended, changed,

modified, altered or terminated only with the written consent of the Trustee, the Custodian, the Lenders, the Issuer and the Servicers. Subject to the provisions of Article XI of the Indenture, the parties will grant such consent, unless in the reasonable exercise of their respective judgments, such consent would materially prejudice the rights and security of the owner of the Bonds. Prior to the issuance of the Bonds, this Agreement may be amended, changed, modified or altered by any rider signed by any affected Lender, the Issuer, the Custodian and the Trustee.

Section 9.03 Recordation Of Agreement.

This Agreement, or a memorandum of any portion or portions hereof executed by the parties hereto, is subject to recordation among the land records of the state, and in any other appropriate public office or elsewhere on direction by the Issuer or the Trustee.

Section 9.04 Limitation On Rights Of Bondholders.

No owner of any Bond shall have any right to institute a suit with respect hereto, except as provided in the Indenture and for the equal benefit of all owners of the Bonds. This Section 9.04 may be enforced by the Issuer or the Trustee on behalf of the owners of the Bonds or any owner of any Bond.

Section 9.05 Governing Law.

This Agreement shall be construed in accordance with the laws of the State, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws without reference to the laws of any other state or jurisdiction, except for applicable federal laws, rules and regulations.

Section 9.06 Notices.

All Notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail, postage prepaid, addressed to the appropriate Notice Address. A duplicate copy of each notice, certificate or other communication given hereunder to the Issuer, the Custodian, the Trustee, the Original Purchaser, any Servicer or any Lender shall also be given to the others. The Issuer, G.N.M.A., F.H.L.M.C., F.N.M.A., the Original Purchaser, the Custodian, any Lender, any Servicer or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 9.07 Severability.

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

Section 9.08 Further Assurances And Corrective Instruments.

To the extent permitted by law, the Issuer, the Lenders, the Trustee and the Servicers 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 installments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

Section 9.09 Term Of Agreement.

This Agreement shall be in full force and effect from the date hereof and shall continue in effect so long as any Bonds are outstanding or the Trustee shall own any G.N.M.A. Securities, F.H.L.M.C. Securities or F.N.M.A. Securities representing Mortgage Loans made hereunder, whichever is later, or until such time as determined pursuant to Article VIII of this Agreement.

Section 9.10 No Rights Conferred On Others.

Nothing herein shall confer any right upon any person other than the Issuer (or the Trustee as assignee of certain rights of the Issuer hereunder), the Servicers, G.N.M.A., F.H.L.M.C., F.N.M.A. and the Lenders.

Section 9.11 Discretion Of Issuer.

With respect to any disputes between the Issuer and any Lender which arise concerning the terms and provisions hereof, the meaning thereof, or decisions to be made thereunder, the judgment of the Issuer shall govern.

Section 9.12 Counterparts.

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

In Witness Whereof, Each party hereto has caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

[Seal] City of Chicago, Illinois

Attest: By: _____

Its: _____

_____
City Clerk

[Origination And Servicing Agreement
Counterpart Signature Page]

Lender:

Check one:

_____ Origination Lender

_____ Master Servicer

_____ Servicing Lender

By: _____

Title: _____
(Authorized Officer)

[Seal]

Attest:

_____

Title: _____
(Authorized Officer)

Address:
_____

_____

_____

[Origination And Servicing Agreement
Counterpart Signature Page]

The First National Bank of Chicago,
as Trustee

By: _____

Its: _____

[Seal]

Attest:

_____

Its: _____

(Sub)Exhibits "A-1", "A-2", "B", "C-1", "C-2", "C-3", "D", "E-1", "E-2", "E-3", "F", "G-1", "G-2", "H", "I", "J", "K", "L", "M", "N" and "N-1" referred to in this Origination and Servicing Agreement read as follows:

(Sub)Exhibit "A-1".
(To Origination And Servicing Agreement)

Mortgage File.

Part I.

1. Two (2) original executed Mortgage Note or Notes (the most recent official form of the F.H.A./V.A./F.N.M.A. Uniform Note for Illinois), except as modified by the terms of the Agreement, endorsed as provided in the Agreement.

2. Two (2) certified copies of the original Mortgage (F.H.A./V.A./F.N.M.A. Uniform Mortgage for Illinois, dated the most recent official revision thereof), which has been sent for recording, except as modified by the terms of the Agreement (particularly the restriction on assumptions) with recording information. The original recorded Mortgage, together with a certified copy of such document, must be delivered to the Servicer within ninety (90) days (or such longer period as may be approved by G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be, in each instance) from the Closing Date.

3. Two (2) certified copies (with original delivered within ninety (90) days, or such longer period as may be approved by G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be, in each instance, of the Closing Date) of the Assignment of Mortgage Note and Mortgage to the Servicer, with recording information (together with two (2) certified copies of intervening Assignments of Mortgage Note and Mortgage, if applicable, with recording information, if any).

4. A mortgagee title insurance policy and a certified copy of the mortgage title insurance policy, together with copies of all restrictions and other matters reflected on Schedule B thereof, in form approved by the American Land Title Association, in an amount at least equal to the principal amount of the Mortgage Loan, provided, that at Purchase only a commitment for such a title policy need be delivered so long as the policy is to be delivered within sixty (60) days of the Closing Date.

5. A standard hazard insurance policy, with paid receipt, or a multi-peril condominium insurance policy with errors and omissions and fidelity bond coverage, if applicable, with request for change of loss payee.

6. All documents which are required to be retained by federal or State laws, statutes or regulations, including copies of any disclosure statements required by such laws.

7. A plat of survey dated or redated within six (6) months of the Closing Date certified by a licensed surveyor or engineer, with a certification as to the flood plain.

8. Flood Insurance Policy, if required, with request for change of loss payee.

9. All additional documentation, verifications, certificates or releases which the Lender would require in the preparation and processing of its own mortgage loan applications.

10. H.U.D.-1 Settlement Statement, executed by the Mortgagor, the Seller and the Settlement Agent.

11. Original Mortgage Submission Voucher, executed by the Lender.

12. F.H.A. Notice to Transfer, if applicable (H.U.D. Form 92080).

13. In the case of an Originating Lender, a check payable to the Master Servicer for prepaid escrows.

14. In the case of an Originating Lender, a check payable to the Master Servicer for prepaid interest (if applicable).

15. Evidence of the payment of an F.H.A. Mortgage Insurance Premium or a V.A. Funding Fee, if applicable.

16. Report of Home Loan Processed on Automatic Basis (V.A. Form No. 1820).

17. Evidence of satisfactory completion of all documentation included in the Compliance Package.

18. Evidence of completion and satisfaction of conditions, if any, as shown on the Underwriters Certification, H.U.D. Form 54113, or V.A. Loan Analysis Form No. 26-6393.

19. Reaffirmation of Mortgagor.

20. Program Eligibility Worksheet.

21. If appropriate, an Affidavit of Co-signer/Guarantor.

Part II.

Unless otherwise required by the G.N.M.A. Guide, the F.N.M.A. Guides or the F.H.L.M.C. Guide, as the case may be, the following shall be delivered to the Servicer for delivery to the Custodian within ninety (90) calendar days

(or such longer period as may be approved by G.N.M.A., F.H.L.M.C. or F.N.M.A., as the case may be, in each instance) after the Purchase Date, and the failure to deliver on a timely basis shall cause a Mortgage Loan to be a Non-Qualifying Mortgage Loan as defined in Section 4.11 hereof:

1. Recorded Mortgage, together with all riders (Original and one certified copy thereof).

2. Recorded Assignment of Mortgage Note and Mortgage (original and one certified copy thereof), together with all recorded intervening Assignments of Mortgage Note and Mortgage.

3. Mortgagee Title Insurance Policy and all applicable endorsements and attachments (original and one certified copy thereof).

4. F.H.A. Mortgage Insurance Certificate, V.A. Loan Guaranty Certificate or private mortgage insurance certificate (original and one certified copy thereof), if applicable.

5. Any other documents as required by the Servicer.

(Sub)Exhibit "A-2".
(To Origination And Servicing Agreement)

Compliance Package.

Photocopies of the following documents as executed and notarized (if required):

(1) Standard F.H.A./V.A./F.N.M.A./F.H.L.M.C. approved Loan Application.

(2) Signed Federal Tax Returns or Certified Unsigned Federal Tax Returns for three (3) years preceding the execution of the Mortgage Loan or affidavit of no filing requirement pursuant to Section 6012 of the Internal Revenue Code of 1986, as amended.

(3) A copy of the Purchase Contract.

(4) F.H.A./V.A./F.N.M.A./F.H.L.M.C. Standard Residence Appraisal Report.

(5) Affidavit of Mortgagor in the form of (Sub)Exhibit C-1 to this Agreement with Program Eligibility Worksheet attached.

(6) Reaffirmation of Mortgagor in the form of (Sub)Exhibit C-2 to this Agreement, if applicable.

(7) Seller's Affidavit and Certification in the form of (Sub)Exhibit D to this Agreement.

(8) Loan Closing Certificate of Lender in the form of (Sub)Exhibit I to this Agreement.

(9) Lender's Good Faith Estimate of Usual and Reasonable Settlement and Financing Costs, Fees and Charges.

(Sub)Exhibit "B".
(To Origination And Servicing Agreement)

Mortgage Submission Voucher

City Of Chicago, Illinois

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-A

And

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-B.

Servicer Loan No. _____ F.H.A./V.A. Case No. _____ Lender No. _____

☐ F.H.A. Insured

Lender: F.H.A. Section

☐ 203(b)97 ☐ 234(c)

_____ ☐ 203(b)97/95 ☐ 203(b)2

_____ ☐ V.A. Guaranteed

_____ % of V.A. Guaranty

Telephone: _____ ☐ Conventional Loan

Current Annual

Mortgagor(s) Family Income $ _____

_____ First Time Homebuyer Yes _____ No _____

_____ No. of Occupants _____

Property County _____ Non-Targeted Area Census Tract

_____ Cook _____ Targeted Area _____

Chicago, Illinois

Indicate All Applicable:

☐ New Construction	☐ Detached	Acquisition Cost	$ _____
☐ Existing	☐ Attached	Contract Purchase Price	$ _____
Year Built _____	☐ Condominium	Base Loan Amount	$ _____
	☐ Two-Flat	Down Payment	$ _____
	☐ Three-Flat	Total Loan Amount	$ _____
	☐ Four-Flat	Loan to Value Ratio	_____ %

Application Date _____ Escrow Deposit Term: 360 mo.

Closing Date _____ Taxes $_____ Rate: _____%

First Payment Date _____ Hazard Insurance Unpaid Principal balance at time of Purchase

Pre-Paid Interest $_____ Flood Insurance

TOTAL DEPOSITS: $_____

Monthly Payments Interest Paid _____ $_____

Principal and Interest $_____ Through Date _____

Taxes _____

Hazard Insurance _____ Closing Information

Other _____ _____ Closing Agent

_____

TOTAL MONTHLY PAYMENT: _____ _____ Closer: _____

_____ Telephone: _____

_____

Date Submitted For Funding Direction

M.I.P. Endorsement or _____ ☐ Will pick up ☐ Mail to Closing Agent

F.H.A. Insurance Cert. _____ ☐ Mail to: _____

V.A. Guarantee _____ _____

_____

Mortgage Submission Voucher

City Of Chicago, Illinois

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-A

And

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-B.

Lender Certification.

The undersigned Lender, based on its own investigation and verification, hereby certifies that the above-referenced mortgage loan is a Mortgage Loan as defined by the Origination and Servicing Agreement dated as of January 1, 1996, by and among the Issuer, the Trustee and the undersigned, as made by the undersigned with respect to such Mortgage Loan as set forth in such Origination and Servicing Agreement.

By: _____ Date: _____
(Authorized Signature)

In case of questions, please contact: _____

Telephone No.: _____

(Sub)Exhibit "C-1".
(To Origination And Servicing Agreement)

Affidavit Of Mortgagor

City Of Chicago, Illinois

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-A

And

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-B.

Mortgagor(s): _____

Property Address: _____

Legal Description: _____

State of Illinois)
) SS:
County of _____)

The undersigned (jointly and severally, the "Mortgagor") being duly sworn according to Law, deposes and says:

1. I am currently or intend to become a resident of the State of Illinois.

2. I am a United States Citizen or alien admitted for permanent residency.

3. I possess the legal capacity to incur the obligations of the Mortgage Loan.

4. I shall use the Single-Family Residence to be purchased as my principal residence promptly and in no event later than sixty (60) days following the Mortgage Loan Closing. The Single-Family Residence contains _____ residential unit(s) which, or at least one of which, will be

owned and occupied by me. Not more than fifteen percent (15%) of the total enclosed, finished area of the Single-Family Residence will be used primarily in any trade or business activity in any manner that will qualify, for federal income tax purposes, for a home business expense deduction, or as investment property (income/rental property) or as a recreational, vacation or second home for me or my family. The real estate associated with the residence I intend to purchase is not in excess of that necessary to maintain the basic livability of the residence, and does not and will not provide, other than incidentally, a source of income to me, and that I do not intend to subdivide the real estate.

5. The Single-Family Residence contains (check one):

_____ one unit

_____ two units

_____ three units

_____ four units

If the Single-Family Residence contains two, three or four units, I will occupy one unit while renting out the others, and (unless the Single-Family Residence is a newly constructed two-family home in a Targeted Area) the Single-Family Residence was first occupied for residential purposes at least five (5) years prior to the date of closing of my Mortgage Loan.

6. The information included in the Residential Loan Application is true, accurate and complete. No part of the cash downpayment or closing costs has been borrowed from any source other than disclosed in the Residential Loan Application. Mortgagor(s) name(s), the property address and legal description for the mortgage applied for are all true, complete and correct.

7. I understand that if I cease to use the residence as my principal residence for a period in excess of twelve (12) months, no deduction shall be allowed for mortgage interest accruing after the first day in such period in the calculation of my federal income taxes.

8. The income of all Mortgagors and any other person who is expected to be primarily or secondarily liable on the Mortgage Note (but excluding any person who is liable on the Mortgage Note as a guarantor or co-signer who does not have a present ownership interest in the Single-Family Residence and who executes an Affidavit of Co-Signer/Guarantor) and to live in the financed residence are set forth in the Program Eligibility Worksheet (Part II -- Current Annual Family Income Worksheet) attached. All information set forth in the Program Eligibility Worksheet is true, complete and correct.

9. I understand that under the Program of the City of Chicago, all or a part of the Mortgage Loan proceeds may be used to pay or replace a short-term construction loan or temporary initial financing on the residence to be financed where the term of such interim financing is twenty-four (24) months or less. Complete and accurate copies of all documents have been provided to the Lender pertaining to any interim financing (if applicable) of the Single-Family Residence to be financed under the Program.

10. I understand that for the purposes of the following, examples of interests which constitute "Present Ownership" interests are as follows: (i) a fee simple interest; (ii) a joint tenancy, a tenancy in common or tenancy by the entirety; (iii) the interest of a tenant-shareholder in a cooperative; (iv) a life estate; (v) a land contract (i.e., a contract pursuant to which possession and the benefits and burdens of ownership are transferred although a legal title is not transferred until some later time); and (vi) an interest held in trust for the Mortgagor (whether or not created by the Mortgagor) that would constitute a present ownership interest if held directly by the Mortgagor.

Also for purposes of the following, I understand that examples of interests which do not constitute "Present Ownership" interests are as follows: (i) a remainder interest; (ii) a lease with or without an option to purchase; (iii) a mere expectancy to inherit an interest in a principal residence; (iv) the interest that a purchaser of a residence acquires on the execution of a purchase contract; and (v) an interest in other than a principal residence during the previous three (3) years.

Select (a) or (b) as appropriate:

☐ a. Other than allowed as a consequence of financing in effect as set forth in Paragraph 8 (above), at no time during the three-year period prior to the closing of this Mortgage Loan have I had any "Present Ownership" interest in my principal residence. During the three-year period prior to the closing of this Mortgage Loan, I have lived as a tenant, lived with members of my immediate family, or under some other arrangement without having a "Present Ownership" interest in the principal residence in which I lived. Attached hereto are copies of my signed Federal Income Tax Returns for the three (3) previous years or as otherwise required unless I did not and was not required to file such a return in accordance with Section 6012 of the Internal Revenue Code of 1986, as amended. Full disclosure and documentation of such has also been provided to the Lender, if applicable. The years for which I was not required to file Federal Income Tax Returns were as follows:

_____.

☐ b. During the three-year period prior to the closing of this Mortgage Loan I have had a "Present Ownership" interest in my

principal residence, and the Single-Family Residence I am purchasing is located in a Targeted Area.

11. The "Acquisition Cost" of the Single-Family Residence is computed in accordance with the Program Eligibility Worksheet attached (Part I -- Acquisition Cost Worksheet). The Worksheet is a part of this Affidavit, and I hereby certify the information therein to be true, accurate, complete and correct.

12. Apart from any normal real estate agents' commissions, no money is being paid, no promissory note is being delivered, nor is anything else of value (including, without limitation, personal property) being exchanged for or transferred to the Seller of the Single-Family Residence or any other persons by me or, to my knowledge, by any other person in connection with the purchase of the property except as indicated in the escrow and settlement documents.

13. I have not entered into any agreement with the Seller of the Single-Family Residence, the developer, the contractor, or any other person pursuant to which any portion of the Single-Family Residence has been left unfinished or any fixtures or other necessary architectural appointments have been omitted or removed from the Single-Family Residence in other to reduce the Acquisition Cost.

14. Attached hereto is a complete and accurate copy of the Agreement to Purchase executed by the Mortgagor and Seller. There exists no other agreement, written or oral, between the Mortgagor and the Seller.

15. I Understand I Am Not Allowed To Sell My Home To Any Person And Permit Such Person To Assume My Obligations Under The Mortgage And Related Mortgage Note Unless Such Person (I) Satisfies All Requirements Of This Affidavit And So Certifies As Such, (II) Meets All Assumption Requirements Of F.H.A., V.A. Or F.N.M.A. (As Applicable), And (III) Obtains The Written Consent Of The Servicer To Such Assumption.

16. There are no other persons who are to have "Present Ownership" interests in the Single-Family Residence, the Mortgage Note or the Mortgage who have not signed this Affidavit.

17. I understand that the Lender or its authorized representatives may conduct investigations in order to verify the truth and completeness of the statements set forth herein. I hereby agree to provide access to such information, past income tax returns, cancelled checks or receipts evidencing payment of rent, utility statements, employment records, and similar data, as may be necessary in connection with such verification procedure.

18. I understand that:

(a) the Mortgage is being provided under a program financed with the proceeds of certain bonds (the "Bonds");

(b) the terms of the Mortgage Loan are available only if the interest on the Bonds is excludible from gross income for federal income tax purposes;

(c) this exclusion of the interest on the Bonds may be adversely affected if the statements made in this Affidavit or other affidavits and certificates given in connection with the making of the Mortgage Loan are untrue; and

(d) if any of the statements set forth herein are not true, correct, and complete in all respects, the Mortgage Loan may be declared immediately due and payable in full.

I fully understand that each of the above statements, attachments and the information on the Residential Loan Application is material and is required to obtain a Mortgage Loan and declare under penalty of perjury, which is a felony offense, that the above statements are true, accurate, complete and correct.

I further certify that I am not a current or former employee (other than a Permitted Employee), officer or City Council member of the City of Chicago, Illinois or a director or officer of The First National Bank of Chicago, as Trustee [or the Master Servicer] or an employee, officer, director or principal shareholder of the Lender through which I am making the Mortgage Loan Application, nor am I related by blood, marriage or adoption to any of such persons.

I further understand that the Issuer and/or the Servicer may wish to investigate and verify the information provided, and that all information provided is hereby deemed to be public information and do hereby release the Lender, the Issuer, the Custodian, the Trustee, the Servicer and their respective trustees, officers, directors, employees, attorneys and agents from any claim that I may now have or in the future based upon, arising out of or related to any investigation or verification which the Issuer, the Trustee and their respective trustees, officers, directors, employees, attorneys or agents may undertake.

_____ _____

Mortgagor's Signature Mortgagor's Signature

Mortgagor's Printed Name	Mortgagor's Printed Name
Mortgagor's Social Security Number	Mortgagor's Social Security Number

Acknowledged and sworn to before me, a notary public in and for said county and state, this ____ day of _____, 19__.

My commission expires:

Notary Public

[Seal]

I have assisted in preparation of the above document.

Signature	Name and Title

Company Name

(Sub)Exhibit "C-2".
(To Origination And Servicing Agreement)

Reaffirmation Of Mortgagor

City Of Chicago, Illinois

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-A

And

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-B.

(To Be Executed At The Time Of Closing)

State of Illinois)
) SS:
County of Cook)

I hereby reaffirm that the statements and information contained in the Affidavit of Mortgagor which I executed on the ____ day of _____, 199__, including without limitation the computation of Current Annual Family Income, are true, accurate and complete when made and remain true, accurate, complete and unchanged.

_____ _____
Mortgagor's Signature Mortgagor's Signature

_____ _____
Mortgagor's Printed Name Mortgagor's Printed Name

Acknowledged and sworn to before me, a notary public in and for said county and state, this ____ day of _____, 19__.

My commission expires: _____
Notary Public

[Seal]

(Sub)Exhibit "C-3".
(To Origination And Servicing Agreement)

Program Eligibility Worksheet -- Part I

City Of Chicago, Illinois

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-A

And

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-B.

Part I -- Acquisition Cost Worksheet.

Mortgagor(s): _____

Seller(s): _____

_____

_____

The Acquisition Cost of the land and the dwelling to be acquired by the Applicant is computed as follows:

Additions:

1.	Amount paid, in cash or in kind, to or for the benefit of the Seller (or a related party to the Seller) by or on behalf of the Applicant (or a related party to the Applicant) for the residence and all land	$_____
2.	Interest paid during construction period (if not included in item one above)	$_____
3.	Cost of all other work necessary to complete the residence (regardless of source of funds or intention to complete) (See Section 4.05(b)(ii))	$_____
4.	Cost to the Applicant of land on which the residence is or will be located (if purchased by the Applicant within two (2) years of construction start date, and not included in item 1 above)	$_____
5.	Settlement costs, including real estate transfer taxes, recording fees, title insurance premiums, survey fees and other similar costs or financing costs including credit reference fees, legal fees, appraisal expenses or points. Amounts are included here only if they are over and above the usual and reasonable amounts for these expenses for a non-V.A./F.H.A./F.N.M.A./F.H.L.M.C. Loan (Specify)	$_____
6.	(Leasehold Mortgages Only) The capitalized value of the ground rent (formula to be provided from Servicer)	$_____
	Subtotal Of Additions	$_____

7. The Applicant(s) expect(s) to purchase from the Seller the following items of personal property, other than fixtures as defined in "Note" below. (This amount must also be subtracted from the Mortgage Loan): $_____

Items of Personal Property	Purchase Price
_____	_____
_____	_____

The purchase price paid for each such item does not exceed the fair market value of such item.

8. The portion of the cost attributed to any land which is in excess of basic livability. (This amount must also be subtracted from the Mortgage Loan) $_____

9. If included in "Additions", the value of services performed by the Applicant or donated by family members (brothers and sisters -- whole or half blood, spouse, ancestor and lineal descendants) in constructing, improving or completing the residence. If family members are hired as paid contractors, the cost of those services included in "Additions" are not subtracted and may be financed with the proceeds of the Mortgage Loan) $_____

Subtotal of Subtractions $_____

TOTAL ACQUISITION COST: $_____

Note: A "fixture" is property, affixed to real estate, which the Applicant intends (i) to keep so affixed during its useful life, and (ii) to be part of the real estate. Refrigerators, stoves, washers and dryers, unless actually built into the Single-Family Residence, are considered to be personal property and not fixtures.

Signed this _____ day of _____, 19__.

_____ _____
Seller Applicant

_____ _____
Seller Applicant

Program Eligibility Worksheet -- Part II

City Of Chicago, Illinois

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-A

And

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-B.

Part II -- Current Annual Family Income Worksheet.

Mortgagor(s): _____

_____

The information requested below must be provided with respect to all mortgagors and all individuals who are expected to live in the residence being financed.

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain income limits for recipients of Mortgage Loans. The information requested below must be provided in order to enable the Issuer (or its agents) to determine your eligibility under said limits for a Mortgage Loan.

The information provided below will be used solely to determine your eligibility under the income limits and will not be used for loan underwriting purposes. You must complete this form in addition to the Residential Loan Application because the code requires that certain sources of income must be included when determining income eligibility which you are not required to include when reporting your income for mortgage loan underwriting purposes.

On each line include the total of all such monthly income for all mortgagors and all persons who are expected to live in the residence and to be primarily or secondarily liable on the Mortgage Note (but excluding any person who is liable on the Mortgage Note as a guarantor or co-signer who does not have a present ownership interest in the Single-Family Residence and who executes an Affidavit of Co-Signer/Guarantor). The calculation of monthly income shall include all wages and salaries (including pay for part-time employment), overtime pay, sick pay, commission fees, tips and bonuses before payroll deductions, income received from trusts, net income from the operation of a business or profession or from the rental of real or personal property (without deducting expenditures for business expansion or amortization of capital indebtedness); interest, royalties and dividends; Veterans' Administration compensation; the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts; payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay; the maximum amount of public assistance available to the above persons; periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling; and all regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the household or spouse; and any earned income tax credit to the extent that it exceeds income tax liability.

Source Of Income

Gross Income	$_____
Overtime and part time employment	$_____
Bonuses	$_____
Dividends, interest, royalties and trusts	$_____
Business activities or investments	$_____
Net rental income	$_____
Pension and Social Security benefits	$_____

Source Of Income

Veterans Administration compensations	$_____
Unemployment compensations	$_____
Sick pay	$_____
Alimony and child support	$_____
Public Assistance	$_____
Any other	$_____
TOTAL	$_____
TOTAL CURRENT ANNUAL FAMILY INCOME	$_____

_____ _____
Mortgagor's Signature Date

_____ _____
Mortgagor's Signature Date

(Sub)Exhibit "D".
(To Origination And Servicing Agreement)

Seller Affidavit And Certification.

City Of Chicago, Illinois

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-A

And

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-B.

Seller's Name _____

Seller's Address _____

(forwarding address when applicable) _____

Purchaser's Name _____

Property Address _____

State of Illinois)
) SS:
County of _____)

1. Select (a), (b), (c) or (d) as appropriate:

☐ (a) The Seller is more than eighteen (18) years of age and a citizen of the United States.

☐ (b) The Seller is a corporation duly organized and in good standing under the laws of its corporate jurisdiction, and the persons executing this affidavit and the deed on behalf of the Seller are duly elected officers of the Seller and have been fully empowered by proper resolution of the board of directors of the Seller to execute and deliver this affidavit and the deed; and the Seller has full corporate capacity to convey the real estate described herein and all necessary corporate action for the making of such conveyance has been taken and done.

☐ (c) The Seller is an Illinois general partnership and the persons executing this affidavit and deed on behalf of the Seller are fully empowered to execute and deliver this affidavit and deed.

☐ (d) The Seller is an Illinois land trust duly created under the laws of the State of Illinois, and the persons signing this affidavit and the deed are duly elected officers of the institution at which the land trust is created, and the land trust has been duly directed by its beneficiary or beneficiaries to execute and deliver this affidavit and deed.

2. The Seller has this day executed a deed to the above indicated Purchaser, conveying the Real Estate described and located in the county indicated above.

3. The Seller has good title in fee simple to the Real Estate free and clear of all charges, liens and encumbrances, except as shown in the commitment for mortgage title insurance and except visible easements.

4. Since the date of the commitment for mortgage title insurance, the Seller has not executed any deeds, mortgages, contracts or other instruments whereby title to the Real Estate might be affected.

5. There are no unpaid bills for labor or material which has been ordered, authorized or furnished for the Real Estate or which might operate to create a lien against the Real Estate.

6. The Seller has not, either as principal or surety, executed any appeal bond or recognizance bond which is or might become a lien on the Real Estate. There are not suits pending or judgments in any court by or against the Seller affecting the Real Estate or in which a judgment lien could be acquired on the Real Estate. There are no bankruptcy proceedings pending by or against the Seller.

7. The only persons in possession of or claiming the right or possession to the Real Estate other than the Seller are: _____.

8. None of the fixtures or property attached in any way to the Real Estate is subject to any lien or charge against the Real Estate, fixture or property under the Uniform Commercial Code or otherwise.

9. All of the Seller's immediate grantors and predecessors in title have been in open, notorious, peaceable, visible, continuous, exclusive, uninterrupted, hostile or adverse possession of the Real Estate and every part thereof, under valid claim and color of title to the exclusion of all other persons whomsoever for more than

twenty (20) years last past, and have paid all taxes and assessments from time to time due and payable thereon excepting such as have been assumed by the Purchaser.

10. The Seller further says _____ (Disclose any other items which adversely affect title to the Real Estate).

11. The acquisition cost of the Real Estate to the Purchaser is indicated on the Program Eligibility Worksheet Acquisition Cost Calculation. This Worksheet is a part of this Affidavit, and I hereby certify the information indicated to calculate the acquisition cost to be true, correct and complete.

12. The contract of sale between the Seller and the Purchaser represents all agreements between the parties involved in the real estate transaction.

13. The Seller voluntarily makes this affidavit to induce the Purchaser to accept the deed to the Real Property and to induce mortgagees, heirs, successors, assigns and all others to rely on the statements and representations herein made.

_____ _____
Seller Signature Seller Signature

_____ _____
Seller Name Date Seller Name Date

Subscribed and sworn to before me, a notary public in and for said county and state, this ____ day of _____, 19____.

_____
Notary Public

My commission expires

_____

(Sub)Exhibit "E-1".
(To Origination And Servicing Agreement)

F.H.A. Addendum.

The Lender may require immediate payment in full of all sums secured by this Mortgage if:

(a) all or any part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Mortgagor to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Sections 143(c) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Sections 143(d) and (i)(2) of the Internal Revenue Code of 1986, as amended (except that "one hundred percent (100%)" shall be substituted for "ninety-five percent (95%) or more" where the latter appears in Section 143(d)(1); or

(iii) at an acquisition cost which is greater than that provided for in Sections 143(e) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(iv) who has a gross family income in excess of the applicable percentage of median family income as provided in Sections 143(f) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(b) the Mortgagor fails to occupy the property described in the Mortgage without the Lender's prior written consent; or

(c) the Mortgagor omits or misrepresents a material fact in an application for the loan secured by this Mortgage.

References are to the Internal Revenue Code of 1986, as amended, in effect on the date of the issuance of the bonds used to finance the purchase of this Mortgage, and are deemed to include the implementing regulations.

If all or any part of the property is sold or transferred by the Mortgagor without the Lender's prior written consent, other than a transfer by devise, descent or by operation of law, the Lender may, at the Lender's option,

declare all the sums secured by this Mortgage to be immediately due and payable.

_____
(Mortgagor Signature)

_____
(Mortgagor Signature)

(Sub)Exhibit "E-2".
(To Origination And Servicing Agreement)

V.A. Addendum.

The Lender may declare all sums secured by this Mortgage to be immediately due and payable if:

(a) all or any part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Mortgagor to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Sections 143(c) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Sections 143(d) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(iii) at an acquisition cost which is greater than that provided for in Sections 143(e) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(iv) who has an income greater than that provided for in Sections 143(f) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(b) the Mortgagor fails to occupy the property described in the Mortgage without the Lender's prior written consent; or

(c) the Mortgagor omits or misrepresents a material fact in an application for this Mortgage.

References are to the Internal Revenue Code of 1986, as amended, in effect on the date of execution of the Mortgage and are deemed to include the implementing regulations.

_____
(Mortgagor Signature)

_____
(Mortgagor Signature)

(Sub)Exhibit "E-3".
(To Origination And Servicing Agreement)

F.N.M.A. And F.H.L.M.C. Addendum.

Conventional Mortgage Loan Tax-Exempt Financing Rider.

This Rider is made this ___ day of _____, 19__, and shall be deemed to amend and supplement the Mortgage, Deed of Trust or other Security Instrument (the "Mortgage") dated of even date, given by the undersigned ("Borrower") to secure the Borrower's Note ("Note") to _____ (together with its successors and assigns, the "Lender") of the same date and covering the property described in the Security Instrument and located at:

(Property Address)

Hereinafter referred to as the "Property".

The provisions of this Rider shall prevail notwithstanding any contrary provisions in the Note, or Security Instrument, or any other instrument which evidences the obligations secured by the Security Instrument.

The Borrower agrees that the Lender, at any time and without prior notice, may declare an event of default under the Security Instrument and accelerate all payments due under the Security Instrument and the Note under the following terms and conditions:

1. Failure to Occupy. The Borrower agrees that the Lender may declare an event of default under the Security Instrument and accelerate all payments due under the Security Instrument and the Note if the Borrower fails to occupy the Property without prior written consent of the Lender.

2. Notice of Misrepresentation. The Borrower understands that the Lender has relied upon statements provided by the Borrower contained in the documents provided by the Borrower in support of the application in the processing, financing and granting of this loan.

Upon discovery of fraud or misrepresentation by the Borrower with respect to any information provided by the Borrower in the loan application or other documents executed in connection with the Note and Security Instrument, or if the Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of Internal Revenue Code of 1986, as amended, in an application for the loan secured by the Security Instrument, the Lender, in its sole discretion, by written notice to the Borrower, may declare all obligations secured by the Security Instrument and all obligations payable under the Note immediately due and payable and exercise any other remedy allowed by law or provided by the Security Instrument.

The Borrower shall notify the Lender promptly in writing of any transaction or event which may give rise to such a right of acceleration. The Borrower shall pay to the Lender all damages sustained by reason of the breach of the covenant of notice set forth above or by reason of such fraud or misrepresentation.

3. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of this Security Instrument. The Lender also shall not exercise this option if: (a) the Borrower causes to be submitted to the Lender information required to evaluate the intended transferee; and (b) the Lender reasonably determines that the Lender's security will not be impaired by the loan assumption and that the risk of a breach of any

covenant or agreement in the Note or the Security Instrument is acceptable to the Lender.

To the extent permitted by applicable law, the Lender may charge a reasonable fee as a condition to the Lender's consent to the loan assumption. The Lender may also require the transferee to sign an assumption agreement that is acceptable to the Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in the Security Instrument. The Borrower will continue to be obligated under the Note and the Security Instrument unless the Lender releases the Borrower in writing.

If the Lender exercises the option to require immediate payment in full, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note or by the Security Instrument without further notice or demand on the Borrower.

4. Restrictions on Transfer of Property. As long as this Security Instrument related to the Note is backing a F.H.L.M.C. Certificate held by the Trustee for the mortgage revenue bonds issued by the City of Chicago, Illinois (the "Agency"), the unpaid principal balance of the Note may be declared immediately due and payable if all or part of the Property is sold or otherwise transferred by the Borrower to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the Property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code of 1986, as amended (except that the words "100 percent" shall be substituted for the words "95 percent or more" where the latter appears in Section 143(d)(1); or

(iii) at an acquisition cost which is greater than ninety percent (90%) of the average area purchase price (greater than one hundred ten percent (110%) for targeted area residences), all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(iv) whose family income exceeds that established by the Agency under its applicable Rules and Regulations in effect on the date of sale or transfer.

In Witness Whereof, The Borrower has executed this Rider to Security Instrument.

_____
Borrower

_____
Borrower

(Sub)Exhibit "F".
(To Origination And Servicing Agreement)

Mortgage Loan Commitment Report.

City Of Chicago, Illinois

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-A

And

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-B.

Lender: _____

Date: _____

Period covered: Month of _____

		Non-Targeted Areas	Targeted Areas
(a)	Principal amount of Mortgage Loans in process for which Commitments have not been issued	$_____	$_____
(b)	Principal amount of Mortgage Loans for which Commitments have been issued but Mortgage Loans not closed	$_____	$_____
(c)	Principal amount of Mortgage Loans closed	$_____	$_____
(d)	Principal amount of G.N.M.A. Securities issued and purchased by the Trustee	$_____	$_____
(e)	Principal amount of F.N.M.A. Securities obtained and purchased by the Trustee	$_____	$_____
(f)	Principal amount of F.H.L.M.C. Securities issued and purchased by the Trustee	$_____	$_____

The undersigned certifies that the foregoing information is true and correct to the best of my knowledge.

_____
[Name of Lender]

By: _____

Title: _____

(Sub)Exhibit "G-1".
(To Origination And Servicing Agreement)

Notice To F.H.A. Buyers.

Your home purchase is being financed with a Mortgage made available with the assistance of the City of Chicago, Illinois (the "Issuer") through the issuance of tax-exempt mortgage revenue bonds. Because of this, your Mortgage provides that you cannot sell your home to a person ineligible for assistance from the Issuer, unless you pay your loan in full. If you sell your home to a party ineligible for the Issuer's assistance, the Issuer may demand immediate full repayment of the loan. This could result in foreclosure of your Mortgage and repossession of the property. In addition, if you rent the property or committed fraud or intentionally misrepresented yourself when you applied for the loan, the Lender may foreclose your Mortgage and repossess the property. If the Lender takes your home through a foreclosure of the Mortgage because of these reasons, H.U.D. will not be able to help you.

If the money received from the foreclosure sale is not enough to pay the remaining amount of money you owe on the loan, the Issuer may obtain a deficiency judgment against you (a court ruling that you must pay whatever money is still owed on the loan after the foreclosure sale). Such judgment will be taken over by H.U.D. if the Issuer files an insurance claim against H.U.D. because of the foreclosure. H.U.D. may then bring an action against you to collect the judgment.

Section 150(b)(1) Of The Internal Revenue Code Of 1986, As Amended, Prohibits The Deduction Of Interest On Your Mortgage By You For Federal Income Tax Purposes If There Is A Continuous Period Of One (1) Year Or More In Which Your Home Is Not The Principal Residence Of At Least One (1) Of The Mortgagors Who Received The Mortgage Financed With The Assistance Of The Issuer. In That Event, No Deduction Will Be Allowed For Interest On Your Mortgage Which Accrues On Or After The Date Such Period Began.

Date _____, 19__.

_____
(Name of Mortgagor)

_____
(Name of Mortgagor)

(Sub)Exhibit "G-2".
(To Origination And Servicing Agreement)

Notice To Veterans.

I understand that my home purchase is being financed with a Mortgage made available with the assistance of the City of Chicago, Illinois (the "Issuer") through the issuance of tax-exempt mortgage revenue bonds. Because of this, I understand that I cannot sell my home to a person ineligible for assistance from the Issuer, unless I pay my loan in full. If I sell my home to a party ineligible for the Issuer's assistance and allow the buyer to make any payments for me (assume my loan), the Issuer may refuse to allow the sale and demand immediate full repayment of the loan. This could result in foreclosure or repossession of the property. If the Lender takes my home through a foreclosure of the Mortgage because of this, V.A. will not be able to help me. In addition, V.A. may have to pay a claim to the Issuer for any loss incurred on my loan. I may then be obligated to the V.A. for any claim paid by the V.A. to the Issuer.

I understand that I may avoid such actions by paying my loan in full when I sell my home or by obtaining the written consent of the Issuer prior to such sale and loan assumption if the person purchasing my home meets the necessary qualifications established by the Issuer. In general, those requirements are:

(i) the purchaser intends to occupy the residence as a principal residence within sixty (60) days after the assumption;

(ii) the purchaser had no present ownership interest in a principal residence at any time during the three-year period prior to the date on which the Mortgage is assumed; and

(iii) the purchase price of the residence paid by the purchaser does not exceed the applicable limits set by the Issuer; and

(iv) the income of the purchaser does not exceed the applicable limits set by the Issuer.

Section 150(b)(1) Of The Internal Revenue Code Of 1986, As Amended, Prohibits The Deduction Of Interest On Your Mortgage By You For Federal Income Tax Purposes If There Is A Continuous Period Of One (1) Year Or More In Which Your Home Is Not The Principal Residence Of At Least One (1) Of The Mortgagors Who Received The Mortgage Financed With The Assistance Of The Issuer. In That Event, No Deduction Will Be Allowed For Interest On Your Mortgage Which Accrues On Or After The Date Such Period Began.

Date _____, 19___.

_____
Purchaser

_____
Purchaser

(Sub)Exhibit "H".
(To Origination And Servicing Agreement)

Assignment Of Mortgage Note And Mortgage.

Know All Men By These Presents That:

The undersigned, in consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, transfer, assign, set over and deliver, without recourse, unto _____ and to its successors and assigns forever, all right, title and interest in and to the following described Mortgage, together with the indebtedness secured thereby, and the land and tenements therein described, and the related Mortgage Note which is hereby endorsed and made payable to _____ without recourse, to wit:

Description of Mortgage assigned hereby:
Mortgagor(s) _____
Mortgagee _____

Mortgage Recorded at Book _____, Page _____

Legal Description of property mortgaged:

Executed this ____ day of _____, 19____

_____
(Name of Mortgagee)

By: _____

Title: _____

State of Illinois)
) SS:
County of ____)

Before me, the undersigned, a notary public in and for said county and state, on this ____ day of _____, 19____, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

_____
Notary Public

My commission expires _____.

This instrument prepared by:

_____

_____

_____

(Sub)Exhibit "I".
(To Origination And Servicing Agreement)

Loan Closing Certificate Of Lender.

City Of Chicago, Illinois

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-A

And

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-B.

Lender: _____

_____

_____

Mortgagor and Property Address: _____

_____

_____

Date of Closing: _____ Loan Amount: _____

The undersigned, acting as a duly elected officer of and on behalf of the Lender indicated above, hereby certifies and warrants to the City of Chicago, Illinois (the "Issuer"), and its agents, the following:

(a) The Lender has closed a Mortgage Loan to the eligible Mortgagor on the date, in the amount and for the property indicated above.

(b) The cash downpayment and closing costs have been provided by or on the behalf of the Mortgagor in accordance with Program guidelines and the Origination and Servicing Agreement. The Lender has not provided any financing in this transaction except for the subject Mortgage Loan. The Lender has not advanced funds or solicited any such advance for the required payments of the Mortgage Loan.

(c) The Lender has received a title insurance binder insuring the Lender and its assigns with respect to title to the property (the "Title

Policy") and all premiums required to establish such insurance in full force and effect have been paid. The title insurance binder complies with the requirements of the Origination and Servicing Agreement, and the Lender is not aware of any facts or circumstances which would affect the delivery of the final title insurance policy in accordance with time and form requirements of Origination and Servicing Agreement.

(d) Except with respect to liens, defects, exceptions and encumbrances permitted by the Origination and Servicing Agreement, the Lender has made all payments necessary to extinguish all liens shown on the Title Policy and has received and recorded all documents or instruments necessary to cure all defects and to cause the elimination of all exceptions shown on the Title Policy.

(e) The deed to the property, the Mortgage Note and Mortgage on the property, the Assignment of Mortgage Note and Mortgage to the Servicer, and all of the documents necessary for the transfer of title to the property to the eligible Mortgagor for the granting of a Mortgage Note and Mortgage on the property to the Lender and the assignment of such Mortgage Note and Mortgage to the Servicer have been duly executed, acknowledged, received and recorded. The lien securing the Mortgage Loan has been perfected by recording and has not been impermissibly satisfied, subordinated or impaired. The Mortgage Loan is not subject to any other pledge or assignment.

(f) The Lender has received an original insurance binder or policy evidencing all hazard insurance, mortgage insurance and flood insurance (when applicable) as required by the Agreement; and is not aware of any fact or circumstance which would affect the delivery of the standard hazard insurance policy if not previously received in a timely manner and acceptable form. All premiums required to establish such insurance in full force and effect have been paid.

(g) The Lender has determined that the Single-Family Residence (i) constitutes a completed residence unit, (ii) contains no land in excess of normal requirements, and (iii) is occupied (or will be occupied within sixty (60) days or the date of execution of the Mortgage) by the Mortgagor as Mortgagor's principal residence. The Lender has also determined that the Mortgagor is an "Eligible Person and Family", as defined in the Agreement.

(h) The Mortgage Loan has been originated in accordance with the Origination and Servicing Agreement and the Issuer's Program. The Lender has reviewed the Mortgagor's Application and Affidavit of Mortgagor for conformity with the provisions of the Agreement. The Lender has, with due diligence, verified the information in the Affidavit of Mortgagor and determined such information to be true and correct. Information supplied by the Lender has been accurately supplied by the Mortgagor or the Lender in connection with the Mortgage Loan. The

Mortgage Loan has been underwritten in accordance with the Origination and Servicing Agreement and prudent lending practice.

(i) Neither the Seller nor the Mortgagor or Spouse or other Person related by blood or adoption to such Seller or Mortgagor is an Officer or Director of the Issuer or the Trustee, or an Officer or Director or Principal Shareholder of the Lender.

Date: _____, 19____. Authorized Signature _____

Name and Title _____

(Sub)Exhibit "J".
(To Origination And Servicing Agreement)

Certificate Of Compliance.

City Of Chicago, Illinois

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-A

And

Collateralized Single-Family Mortgage Revenue Bonds,

Series 1996-B.

Re: Lender: _____

Mortgagor: _____

Property Address: _____

Loan Amount: $_____

Loan No.: _____

I, _____, Do Hereby State That:

1. I am an authorized employee of _____ [insert name of Master Servicer or Servicing Lender executing this Certificate], charged with the responsibility of performing the duties of said corporation in accordance with Section 5.06 of the Origination and Servicing Agreement dated as of January 1, 1996 (the "Origination and Servicing Agreement") by and among the City of Chicago, Illinois, The First National Bank of Chicago, as Trustee, and this corporation.

2. I have examined the Compliance Package in accordance with Section 5.06 of the Origination and Servicing Agreement and hereby determine that the requirements of paragraphs (a) and (b) of Section 5.06 have been met.

3. No facts have come to my attention which would cause me to disbelieve or doubt the truth of each of the affidavits or of any portion or portions thereof or of any other documents contained in the Compliance Package.

In Witness Whereof, I have hereunto set my hand this _____ day of _____, 19____.

_____ _____
(Name) (Title)

(Sub)Exhibit "K".
(To Origination And Serving Agreement)

Qualified Mortgage Bond Information Report.

Names and Addresses of Issuer: City of Chicago, Illinois
City Hall
Chicago, Illinois 60602

TIN of Issuer: 36-6005820

Number Of Mortgage Loans By Income, Acquisition Cost And City.

3-Year Requirements:	Satisfied		Not Satisfied		Totals
	Non-Targeted Area	Targeted Area	Non-Targeted Area	Targeted Area	
Annualized Gross Monthly Income of Mortgagors					
$ 0 -- 9,999					
$ 10,000 -- 19,999					
$ 20,000 -- 29,999					
$ 30,000 -- 39,999					
$ 40,000 -- 49,999					
$ 50,000 -- 74,999					
$ 75,000 or more					
Total Acquisition Cost					
$ 0 -- 19,999					
$ 20,000 -- 39,999					
$ 40,000 -- 59,999					
$ 60,000 -- 79,999					
$ 80,000 -- 99,999					
$100,000 -- 119,999					
$120,000 -- 149,999					
$150,000 -- 199,999					
$200,000 or more					
TOTAL:					

Volume Of Mortgage Loans By Income And Acquisition Cost.
(total principal amount of mortgage loans by category)

3-Year Requirements:	Satisfied		Not Satisfied		Totals
	Non-Targeted Area	Targeted Area	Non-Targeted Area	Targeted Area	
Annualized Gross Monthly Income of Mortgagors					
$ 0 -- 9,999					
$ 10,000 -- 19,999					
$ 20,000 -- 29,999					
$ 30,000 -- 39,999					
$ 40,000 -- 49,999					
$ 50,000 -- 74,999					
$ 75,000 or more					
Total Acquisition Cost					
$ 0 -- 19,999					
$ 20,000 -- 39,999					
$ 40,000 -- 59,999					
$ 60,000 -- 79,999					
$ 80,000 -- 99,999					
$100,000 -- 119,999					
$120,000 -- 149,999					
$150,000 -- 199,999					
$200,000 or more					
TOTAL:					

(Sub)Exhibit "L".
(To Origination And Servicing Agreement)

Targeted Areas.

_____

_____

_____

_____

Borrower: _____

Loan Amount: _____

(Sub)Exhibit "M".
(To Origination And Servicing Agreement)

Affidavit Of Co-Signer/Guarantor.

State of _____)
) SS:
County of _____)

I, the undersigned, an obligor on a note (the "Note") made in connection with a mortgage loan (the "Mortgage Loan") in the amount of $_____ from _____ (the "Lender") under the City of Chicago, Illinois, Single-Family Mortgage Purchase Program (1996) (the "Program"), hereby certify that I am executing the Mortgage Note solely for purposes of providing additional security for the Mortgage Loan.

I further certify that I have no other financial or ownership interest in the property subject to the Mortgage Loan and that I have no intention to and will not occupy the property subject to the Mortgage Loan as a permanent residence.

The statements set forth herein are made under penalty of perjury. I understand that perjury is a felony punishable by fine or imprisonment or both.

_____
Co-Signer/Guarantor

_____
Date

State of _____)
) SS:
County of _____)

Acknowledged And Sworn to before me this _____ day of _____, 19___.

_____
Notary Public in and for the State of _____

[Seal]

My commission expires _____.

(Sub)Exhibit "N".
(To Origination And Servicing Agreement)

Notice Of Potential Recapture
Tax On Sale Of Home.

Because you are receiving a Mortgage Loan from the proceeds of a tax-exempt bond, you are receiving the benefit of a lower interest rate than is customarily charged on other Mortgage Loans. If you sell or otherwise dispose of your home during the next nine (9) years, this benefit may be "recaptured". The recapture is accomplished by an increase in your federal income tax for the year in which you sell your home. The recapture only applies, however, if you sell your home at a gain and if your income increases above specified levels.

You may wish to consult a tax advisor or the local office of the Internal Revenue Service at the time you sell your home to determine the amount, if any, of the recapture tax. Along with this notice, you are being given additional information that will be needed to calculate the recapture tax.

(Sub)Exhibit "N-1".
(To Origination And Servicing Agreement)

Notice To Mortgagor Of Maximum Recapture Tax
And Of Method To Compute Recapture Tax
On Sale Of Home.

A. Introduction.

1. General. When you sell your home you may have to pay a recapture tax as calculated below. The recapture tax may also apply if you dispose of your home in some other way. Any references in this notice to the "sale" of your home also includes other ways of disposing of your home. For instance, you may owe the recapture tax if you give your home to a relative.

2. Exceptions. In the following situations, no recapture tax is due and you do not need to do the calculations:

a. you dispose of your home later than nine (9) years after you close your mortgage loan;

b. your home is disposed of as a result of your death;

c. you transfer your home either to your spouse or to your former spouse or to your former spouse incident to divorce and you have no gain or loss included in your income under Section 1041 of the Internal Revenue Code; or

d. you dispose of your home at a loss.

B. Maximum Recapture Tax.

The maximum recapture tax that you may be required to pay as an addition to your federal income tax is $_____ [Lender: Insert The Actual Dollar Amount Resulting From The Product Of _____% Multiplied By The Highest Principal Amount Of The Mortgage Loan.] This amount is _____% of the highest principal amount of your mortgage loan and is your federally subsidized amount with respect to the loan.

C. Actual Recapture Tax.

The actual recapture tax, if any, can only be determined when you sell your home, and is the lesser of: (1) fifty percent (50%) of your gain on the sale of your home, regardless of whether you have to include that gain in your income for federal income tax purposes, or (2) your Recapture Amount determined by multiplying the following three numbers:

(i) $_____ [Lender: Insert the actual dollar amount resulting from the product of ____% multiplied by the highest principal amount of the Mortgage Loan] (the Maximum Recapture Tax, as described in paragraph B above);

(ii) the Holding Period Percentage, as listed in Column 1 in the Table; and

(iii) the Income Percentage, as described in paragraph D below.

D. Income Percentage.

You calculate the income percentage as follows:

(i) Subtract the applicable Adjusted Qualifying Income in the taxable year in which you sell your home, as listed in Column 2 in the table, from your Adjusted Gross Income in the taxable year in which you sell your home.

Your modified adjusted gross income means your adjusted gross income shown on your federal income tax return for the taxable year in which you sell your home, with the following two adjustments: (a) your adjusted gross income must be Increased by the amount of any interest that you receive or accrue in the taxable year from tax-exempt bonds that is excluded from your gross income (under Section 103 of the Internal Revenue Code); and (b) your adjusted gross income must be Decreased by the amount of any gain included in your gross income by reason of the sale of your home.

(ii) If the amount calculated in (i) above is zero or less, you owe no recapture tax and do not need to make any more calculations. If it is Five Thousand Dollars ($5,000) or more, your income percentage is one hundred percent (100%). If it is greater than zero but less than Five Thousand Dollars ($5,000), it must be divided by Five Thousand Dollars ($5,000). This fraction, expressed as a percentage, represents your income percentage. For example, if the fraction is One Thousand Dollars/Five Thousand Dollars ($1,000/$5,000), your income percentage is twenty percent (20%).

E. Limitations And Special Rules On Recapture Tax.

1. If you give away your home (other than to your spouse or ex-spouse incident to divorce), you must determine your actual recapture tax as if you had sold your home for its fair market value.

2. If your home is destroyed by fire, storm, flood, or other casualty, there generally is no recapture tax if, within two (2) years, you purchase additional property for use as your principal residence on the site of the home financed with your original subsidized mortgage loan.

3. In general, except as provided in future regulations, if two or more persons own a home and are jointly liable for the subsidized mortgage loans, the actual recapture tax is determined separately for them based on their interests in the home.

4. If you repay your loan in full during the nine (9) year recapture period and you sell your home during this period, your holding period percentage may be reduced under the special rule in Section 143(m)(4)(C)(ii) of the Internal Revenue Code.

5. Other special rules may apply in particular circumstances. You may wish to consult with a tax advisor or the local office of the Internal Revenue Service when you sell or otherwise dispose of your home to determine the amount, if any, of your actual recapture tax. See Section 143(m) of the Internal Revenue Code generally.

Table

	(Column 1)	(Column 2)	
		Adjusted Qualifying Income	
		Number of Family Members Living in Your Home at the Time of Sale	
Date that you sell your home	Holding Period Percentage	2 or less	3 or more
Before the first anniversary of closing**	20%	$_____[*]	$_____[*]

** Closing means the closing date for your loan.

[*Lender: The actual notice to the mortgagor must provide the actual dollar figures for adjusted qualifying incomes for each of the years covered by the table. The entries in the first row are the highest qualifying incomes which, as of the date of the loan closing, would have met the low-income requirement of Section 143(f) of the Code, taking into account whether the home financed with the subsidized mortgage loan is located in a targeted area as described in Section 143(j) of the Code (but determined without regard to whether the Mortgage Loan may be made without regard to the Mortgagor's family income), or, if applicable, in a high housing cost area as described in Section 143(f)(5) of the Code. The entries in each subsequent row equal the entries in the immediately preceding row, times 1.05. The formula for determining these numbers is set forth in Section 143(m)(5) of the Code.]

Table

Date that you sell your home	(Column 1) Holding Period Percentage	(Column 2) Adjusted Qualifying Income Number of Family Members Living in Your Home at the Time of Sale	
		2 or less	3 or more
On or after the first anniversary of closing, but before the second anniversary of closing	40%	$_____[*]	$_____[*]
On or after the second anniversary of closing, but before the third anniversary of closing	60%	$_____[*]	$_____[*]

[*Lender: The actual notice to the mortgagor must provide the actual dollar figures for adjusted qualifying incomes for each of the years covered by the table. The entries in the first row are the highest qualifying incomes which, as of the date of the loan closing, would have met the low-income requirement of Section 143(f) of the Code, taking into account whether the home financed with the subsidized mortgage loan is located in a targeted area as described in Section 143(j) of the Code (but determined without regard to whether the Mortgage Loan may be made without regard to the Mortgagor's family income), or, if applicable, in a high housing cost area as described in Section 143(f)(5) of the Code. The entries in each subsequent row equal the entries in the immediately preceding row, times 1.05. The formula for determining these numbers is set forth in Section 143(m)(5) of the Code.]

Table

Date that you sell your home	(Column 1) Holding Period Percentage	(Column 2) Adjusted Qualifying Income — Number of Family Members Living in Your Home at the Time of Sale: 2 or less	3 or more
On or after the third anniversary of closing, but before the fourth anniversary of closing	80%	$_____[*]	$_____[*]
On or after the fourth anniversary of closing, but before the fifth anniversary of closing	100%	$_____[*]	$_____[*]

[*Lender: The actual notice to the mortgagor must provide the actual dollar figures for adjusted qualifying incomes for each of the years covered by the table. The entries in the first row are the highest qualifying incomes which, as of the date of the loan closing, would have met the low-income requirement of Section 143(f) of the Code, taking into account whether the home financed with the subsidized mortgage loan is located in a targeted area as described in Section 143(j) of the Code (but determined without regard to whether the Mortgage Loan may be made without regard to the Mortgagor's family income), or, if applicable, in a high housing cost area as described in Section 143(f)(5) of the Code. The entries in each subsequent row equal the entries in the immediately preceding row, times 1.05. The formula for determining these numbers is set forth in Section 143(m)(5) of the Code.]

Table

Date that you sell your home	(Column 1) Holding Period Percentage	(Column 2) Adjusted Qualifying Income — Number of Family Members Living in Your Home at the Time of Sale	
		2 or less	3 or more
On or after the fifth anniversary of closing, but before the sixth anniversary of closing	80%	$_____[*]	$_____[*]
On or after the sixth anniversary of closing, but before the seventh anniversary of closing	60%	$_____[*]	$_____[*]

[*Lender: The actual notice to the mortgagor must provide the actual dollar figures for adjusted qualifying incomes for each of the years covered by the table. The entries in the first row are the highest qualifying incomes which, as of the date of the loan closing, would have met the low-income requirement of Section 143(f) of the Code, taking into account whether the home financed with the subsidized mortgage loan is located in a targeted area as described in Section 143(j) of the Code (but determined without regard to whether the Mortgage Loan may be made without regard to the Mortgagor's family income), or, if applicable, in a high housing cost area as described in Section 143(f)(5) of the Code. The entries in each subsequent row equal the entries in the immediately preceding row, times 1.05. The formula for determining these numbers is set forth in Section 143(m)(5) of the Code.]

Table

Date that you sell your home	(Column 1) Holding Period Percentage	(Column 2) Adjusted Qualifying Income — Number of Family Members Living in Your Home at the Time of Sale: 2 or less	3 or more
On or after the seventh anniversary of closing, but before the eighth anniversary of closing	40%	$_____[*]	$_____[*]
On or after the eighth anniversary of closing, but before the ninth anniversary of closing	20%	$_____[*]	$_____[*]

[*Lender: The actual notice to the mortgagor must provide the actual dollar figures for adjusted qualifying incomes for each of the years covered by the table. The entries in the first row are the highest qualifying incomes which, as of the date of the loan closing, would have met the low-income requirement of Section 143(f) of the Code, taking into account whether the home financed with the subsidized mortgage loan is located in a targeted area as described in Section 143(j) of the Code (but determined without regard to whether the Mortgage Loan may be made without regard to the Mortgagor's family income), or, if applicable, in a high housing cost area as described in Section 143(f)(5) of the Code. The entries in each subsequent row equal the entries in the immediately preceding row, times 1.05. The formula for determining these numbers is set forth in Section 143(m)(5) of the Code.]

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

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) orders authorizing the Corporation Counsel to enter into and execute settlement orders in the following cases:

A. *Tauber v. City of Chicago,* 79 C 5160, in an amount not to exceed $375,000; and

B. *Sadrud-Din v. City of Chicago,* 89 C 6903, in the amount of $300,000,

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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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):

Tauber 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: *Tauber v. City of Chicago*, 79 C 5160 in the amount of $375,000.

Sadrud-Din 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: *Sadrud-Din v. City of Chicago*, 89 C 6903 in the amount of $300,000.

AUTHORIZATION FOR EXECUTION OF COMMUNITY DEVELOPMENT FLOAT LOAN AGREEMENT WITH JOLIET VALVES, INC.

The Committee on Finance submitted the following report:

CHICAGO, December 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 enter into and execute a Community Development Float Loan with Joliet Valves, Inc. located at 4106 South Kildare Boulevard, in the amount of $900,000, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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's Department of Planning and Development ("D.P.D.") has as one of its primary purposes the creation of additional employment opportunities in the City through the attraction and expansion of economic development activity in the City; and

WHEREAS, The City Council of the City enacted an ordinance on November 16, 1994, published in the Journal of the Proceedings of the City Council of such date at pages 62170 -- 62267, authorizing funding for the Community Development Block Grant ("C.D.B.G.") Float Loan Program (the "Program") for C.D.B.G. Year XXI, and the amount of such funding has been fixed at Sixty Million Dollars ($60,000,000); and

WHEREAS, Joliet Valves, Inc., an Illinois corporation (the "Borrower"), made an application to D.P.D. to borrow funds under the Program for the purpose described in Exhibit A hereto, which will result in the creation of an

estimated eighteen (18) new, permanent job opportunities, the majority of which will be available for low- and moderate-income persons residing in the City; and

WHEREAS, The C.D.B.G. Float Loan Committee has reviewed the Borrower's loan application and approved the making of a loan to the Borrower in an amount not to exceed Nine Hundred Thousand Dollars ($900,000) (the "Loan"); now, therefore,

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

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

SECTION 2. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, subject to approval of the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts on behalf of the City as shall be necessary or advisable in connection with the implementation of the Loan. The Commissioner is hereby authorized, subject to approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto.

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

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Borrower:	Joliet Valves, Inc., an Illinois corporation.
Present Address:	113 South Ridge Road Minooka, Illinois 60447.
Loan Program:	C.D.B.G. Float Loan.

Amount:	Not to exceed $900,000.
Term:	Not to exceed 24 months.
Interest Rate:	3½% per annum.
Collateral:	Letter of Credit to be issued by The First National Bank of Joliet, Joliet, Illinois (or a financial institution meeting Program requirements, acceptable to the City). Letter of Credit shall be irrevocable and unconditional in the form of a direct pay letter of credit, subject to approval by the Corporation Counsel, and shall be provided in the amount of the principal of the Loan plus interest,
Purpose:	To provide financial assistance for the acquisition of an existing 45,000 square foot facility at 4106 South Kildare Boulevard, Chicago, Illinois, with such facility to be used for the distribution of industrial pipes, valves, fittings, and related items throughout the Midwest.

AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO SOLID WASTE DISPOSAL FACILITY BONDS FOR GROOT INDUSTRIES, INC.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago Solid Waste Disposal Facility Bonds on behalf of Groot Industries, Inc., in an amount not to exceed $14,000,000, 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, with Alderman Buchanan and Alderman Murphy dissenting.

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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of twenty-five thousand (25,000) and is a home rule unit of government under Section 6(a) of Article VII of the Constitution, with the power to adopt ordinances and take actions relating to its government and affairs; and

WHEREAS, As a home rule unit of government under Section 6(a) of Article VII of the Constitution, the City is authorized and empowered to issue industrial development bonds and/or solid waste disposal facility bonds for the purposes of financing costs associated with industrial development projects and/or solid waste disposal facility projects, and such financing constitutes a public purpose pursuant to Section 1(a) of Article VIII of the Constitution; and

WHEREAS, At the request of Groot Industries, Inc., a Delaware corporation (the "Obligor"), the City Council of the City has heretofore adopted an ordinance on October 2, 1995, in which the City Council of the

City expressed its intent to issue its solid waste disposal facility revenue bonds and to make a loan of the proceeds thereof to the Obligor, such proceeds to be applied by the Obligor to the payment, or reimbursement to the Obligor, of the costs of construction of facilities and the acquisition and installation of equipment to facilities owned by the Obligor that are located at 6747 North Elmhurst Road, Chicago, Illinois and 900 North Elmhurst Road, Elk Grove Village, Illinois, to enable the expansion of the Obligor's business (the "Project"); and

WHEREAS, In furtherance of the purposes of creating additional employment opportunities in the City through the attraction and expansion of economic development activity in the City and the creating of safe and environmentally appropriate solid waste disposal facilities , the City desires to issue and sell Fourteen Million Dollars ($14,000,000) in aggregate principal amount of its Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995 (the "Bonds"), to pay, or reimburse the Obligor for, the costs of the Project and to pay a portion of the costs of issuance of the Bonds; and

WHEREAS, The Bonds will be issued under and secured by the Trust Indenture dated as of December 1, 1995 (the "Indenture"), from the City to American National Bank and Trust Company of Chicago, Chicago, Illinois, as trustee (the "Trustee"); and

WHEREAS, Except to the extent payable from Bond proceeds or income from the temporary investment thereof or from money derived by the Trustee from draws upon a Letter of Credit (as defined below), the Bonds shall be payable solely from the payments and other amounts received by the City pursuant to the Loan Agreement dated as of December 1, 1995 (the "Loan Agreement") between the City and the Obligor, and pursuant to the Obligor's promissory note dated as of December 1, 1995 (the "Promissory Note"), in the principal amount of the Bonds; and

WHEREAS, The Loan Agreement and the Promissory Note provide for the Obligor to make payments to the Trustee, as assignee of the City, at the times and in the amounts required for the timely payment, when due, of the principal of, premium, if any, and interest on, and the Purchase Price (as defined in the Indenture) of, the Bonds; and

WHEREAS, The Obligor will enter into a Reimbursement Agreement with NBD Bank, a Michigan banking corporation or another financial institution acceptable to the City (the "Bank"), pursuant to which the Bank will issue its transferable irrevocable direct pay letter of credit (the "Letter of Credit") to secure the prompt payment of principal of and interest on the Bonds, whether due upon maturity, acceleration or mandatory redemption and the Purchase Price of Bonds tendered for purchase; and

WHEREAS, Bonds tendered for purchase will be remarketed by NBD Bank, N.A., Indianapolis, Indiana as remarketing agent (the "Remarketing

Agent"), pursuant to a Remarketing Agreement between the Obligor and the Remarketing Agent; and

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

WHEREAS, In order to promote the purposes of creating additional employment opportunities in the City through the attraction and expansion of economic development activity in the City and the creating of safe and environmentally appropriate solid waste disposal facilities, through the issuance of the Bonds for the aforesaid purposes, it is now necessary, desirable and in the best interest of the City to authorize the execution, delivery and/or use and distribution, as appropriate, of:

(1) the Indenture;

(2) the Loan Agreement;

(3) the assignment of the Promissory Note to the Trustee;

(4) the Placement Agreement with respect to the Bonds (the "Placement Agreement"), among the City, the Obligor and NBD Bank, N.A., as placement agent (the "Placement Agent");

(5) the Remarketing Agreement (the "Remarketing Agreement") by and between the Obligor and NBD Bank, N.A., as Remarketing Agent; and

(6) the Preliminary Private Placement Memorandum (the "Preliminary Private Placement Memorandum") and the final Private Placement Memorandum (the "Private Placement Memorandum") prepared in connection with the placement of the Bonds; and

WHEREAS, Forms of the Indenture, the Loan Agreement, the Promissory Note, the Placement Agreement, the Remarketing Agreement and the Preliminary Private Placement Memorandum have been prepared and presented and are now before this meeting; now, therefore,

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

SECTION 1. Findings. The City Council finds that the issuance and sale of the Bonds and the loan of the proceeds thereof to the Obligor for application to the payment, or reimbursement to the Obligor, of the costs of the Project and all or a portion of the costs of issuance of the Bonds, will

promote and further the purposes of the City as recited in the preambles of this ordinance which preambles are incorporated herein.

SECTION 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell not to exceed Fourteen Million Dollars ($14,000,000) aggregate principal amount of the Bonds in one or more series and at one or more times, not later than December 31, 1995. Receipt by the Trustee of payment for the Bonds shall constitute payment to the City of the initial purchase price for the Bonds.

The Bonds shall be issuable only as fully registered Bonds without coupons in the denomination of One Hundred Thousand Dollars ($100,000) and any integral multiple thereof. Unless the City shall otherwise direct, the Bonds shall be lettered R and shall be numbered separately from 1 upward. The Bonds shall be dated, except as otherwise provided in the Indenture, as of the first (1st) or the fifteenth (15th) day of the month during which the Bonds are issued or the preceding month. The Bonds shall mature as provided in the related Indenture, but not later than twenty (20) years from their date. Interest on the Bonds shall be payable as provided in the Indenture.

The Bonds shall bear interest for the initial Rate Period (as defined in the Indenture) at the Weekly Rate set forth in the Indenture and thereafter at a rate per annum determined in accordance with the Indenture. The Bonds shall be subject to mandatory and optional redemption as provided in the Indenture.

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

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture, against any past, present or future member, alderman, officer, employee or agent of the City, either directly or indirectly or through the City or any successor

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

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

SECTION 3. Authorization of the Loan. The City is hereby authorized to lend the proceeds from the sale of the Bonds to the Obligor (the "Loan") pursuant to the Loan Agreement, such Loan to have such terms and conditions (including the terms and conditions set forth in the Promissory Note) as shall provide for the repayment of principal and interest in amounts sufficient to fully amortize the Loan over its term, all in accordance with the Loan Agreement and the Indenture presented to this meeting; provided, however, that the making of the Loan shall be subject to the issuance and delivery of the Bonds and the delivery of the Letter of Credit by the Bank in favor of the Trustee.

SECTION 4. Authorization of the Indenture. The Indenture, in substantially the form presented to this meeting and filed with this ordinance in the records of the City Council is hereby approved, and the Chief Financial Officer of the City or the City Comptroller is hereby authorized to execute and deliver the Indenture on behalf of the City with such changes therein as the Chief Financial Officer of the City or the City Comptroller, as the case may be, shall deem advisable, the signature of such officer being conclusive evidence of such approval thereof.

SECTION 5. Authorization of the Loan Agreement and the Promissory Note. The Loan Agreement and the Promissory Note, in substantially the forms presented to this meeting and filed with this ordinance in the records of the City Council, under which the City shall lend the proceeds of the Bonds to the Obligor to be used to finance the costs of the Project and a portion of the costs of issuance of the Bonds upon the terms and conditions as set forth in said forms of Loan Agreement and Promissory Note, submitted to and reviewed by the City Council on the date hereof, are hereby approved, and the Chief Financial Officer of the City or the City Comptroller is hereby authorized to execute and deliver the Loan Agreement and assign the Promissory Note with such changes therein as the Chief Financial Officer of the City or the City Comptroller, as the case may be, shall deem advisable, the signature of such officer being conclusive evidence of such approval thereof.

SECTION 6. Limited Obligations. When the Bonds are executed, authenticated and delivered in accordance with this ordinance and the Indenture, the Bonds shall be the legal, valid and binding limited obligations of the City, payable solely from the revenues received by the City

pursuant to the Loan Agreement, the Promissory Note, the proceeds of draws upon the Letter of Credit and other amounts on deposit with the Trustee pursuant to the Indenture. The Bonds shall never constitute a general obligation of the City or an indebtedness of the City thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision.

SECTION 7. Appointment of the Trustee, the Tender Agent and the Remarketing Agent. American National Bank and Trust Company of Chicago, Chicago, Illinois, is hereby designated and appointed as Trustee, Paying Agent and Registrar for the Bonds and as Tender Agent for the Bonds, and NBD Bank, N.A., Indianapolis, Indiana, is hereby designated and appointed as the Remarketing Agent for the Bonds.

SECTION 8. Authorization of the Placement Agreement. The Placement Agreement, in substantially the form presented to this meeting and filed with this ordinance in the records of the City Council is hereby approved, and the Chief Financial Officer of the City or the City Comptroller is hereby authorized to execute and deliver the Placement Agreement, with such changes therein as the Chief Financial Officer of the City or the City Comptroller, as the case may be, shall deem advisable, the signature of such officer being conclusive evidence of such approval thereof.

SECTION 9. Authorization of the Remarketing Agreement. The Remarketing Agreement, in substantially the form presented to this meeting and filed with this ordinance in the records of the City Council is hereby approved, with such changes as the Chief Financial Officer of the City or their City Comptroller, as the case may be, shall deem advisable.

SECTION 10. Approval of Bonds; Execution of Bonds and Documents. The forms of the Bonds set forth in the Indenture presented to this meeting, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture (as executed) or this ordinance be, and the same hereby are, approved, and when the same shall be executed on behalf of the City in the manner contemplated by the Indenture and this ordinance they shall represent the approved forms of the Bonds of the City. The Mayor, the Chief Financial Officer or the City Comptroller of the City is hereby authorized and directed to cause the Bonds to be prepared in the forms now before this meeting and hereby approved subject to appropriate insertion and revisions in order to comply with the provisions of the Indenture (as executed) and this ordinance. The Bonds shall be executed in the name of the City with the manual or facsimile signature of the Mayor, the Chief Financial Officer or the City Comptroller and shall be attested with the manual or facsimile signature of the City Clerk and the corporate seal of the City or facsimile thereof shall be imprinted or impressed on each Bond. The Mayor, the Chief Financial Officer, the City Comptroller or the City Clerk of the City is hereby authorized and directed to deliver the Bonds to the Trustee for authentication, as so executed, for and on behalf of, and as the

act and deed of, the City in the manner provided in the Indenture, as executed, and the Trustee is hereby required to authenticate the Bonds in accordance with the Indenture.

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

SECTION 11. Authorization of the Preliminary Private Placement Memorandum and the Private Placement Memorandum. The draft of the Preliminary Private Placement Memorandum which is now before this meeting is hereby approved and the use and distribution of the Preliminary Private Placement Memorandum and the Private Placement Memorandum by the Placement Agent in connection with the marketing and sale of the Bonds is hereby approved. The Preliminary Private Placement Memorandum and the Private Placement Memorandum shall be in substantially the form of the draft of the Preliminary Private Placement Memorandum presented to this meeting and filed with this ordinance in the records of the City Council.

SECTION 12. Administrative Fee. The City's Administrative Fee with respect to the Project, as payable from the proceeds of the Bonds, is hereby appropriated in the amount of one-tenth of one percent (0.1%) of the original principal amount of such Bonds. Such fee shall be used by the Department of Planning and Development for administrative expenses and economic development activities.

SECTION 13. Additional Actions. The Mayor, the Chief Financial Officer of the City, the City Comptroller and the City Clerk be, and each of them hereby is, authorized to execute and deliver such documents, certificates and undertakings of the City, including, but not limited to, the documents described herein, and to take such other actions as may be required in connection with the execution, delivery, performance, assignment, distribution and/or use, as appropriate, of the Indenture, the Loan Agreement, the Promissory Note, the Placement Agreement and the Private Placement Memorandum, as authorized by this ordinance.

SECTION 14. Actions Ratified. All acts of the officers, employees and agents of the City which are in conformity with the purposes and intent of this ordinance are hereby, in all respects, ratified, approved and confirmed.

SECTION 15. Use of a Portion of the Proceeds in Elk Grove Village. It is hereby found that the facilities to be financed in Elk Grove Village are functionally related and subordinate to and are contiguous and integrated with the facilities to be financed in the City of Chicago and all necessary or appropriate intergovernmental agreements to accomplish such financing by the City are hereby authorized and approved.

SECTION 16. Provisions of Ordinance Separable. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision hereof shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this ordinance.

SECTION 17. Information Return for Private Activity Bond Issues on Form 8038. The Chief Financial Officer of the City or the City Comptroller of the City is hereby authorized and directed to cause to be prepared an Information Return for Private Activity Bond Issues on Form 8038 with respect to the Bonds and to execute such Form 8038 and to file or cause such Form 8038 to be filed with the Internal Revenue Service, all in accordance with the provisions of Section 149(e) of the Code, and Treasury Regulations Section 1.149(e)-1, any such Form 8038 to be based upon information the accuracy of which has been certified by the Obligor.

SECTION 18. Inconsistent Ordinances, Resolutions and Orders. To the extent that any ordinances, resolutions and orders, or parts thereof, conflict with the provisions of this ordinance, the provisions of this ordinance shall control.

SECTION 19. Ordinance Irrepealable. After the Bonds of any series are issued, this ordinance shall be and remain irrepealable until such Bonds and the premium, if any, and interest thereon shall have been fully paid, cancelled and discharged.

SECTION 20. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval, as by law provided.

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

Trust Indenture

City Of Chicago, Illinois

And

American National Bank And Trust Company Of Chicago,

As Trustee

Relating To

$14,000,000

City Of Chicago, Illinois

Solid Waste Disposal Facility

Revenue Bonds

(Groot Industries, Inc. Project),

Series 1995.

This Trust Indenture ("Indenture") dated as of the first day of December, 1995, between the City of Chicago, Illinois, a municipality and a home rule unit of local government of the State of Illinois (the "Issuer"), and American National Bank and Trust Company of Chicago, a national banking association, as trustee, and its successor in trust and its assignees (the "Trustee"); and

Whereas, The Issuer is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of twenty-five thousand (25,000) and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, The Issuer is authorized pursuant to its powers as a home rule unit of government to issue its industrial development revenue bonds for the purpose of financing costs associated with industrial development and solid waste disposal facility projects, and such financing constitutes a public purpose pursuant to Section 1(a), Article VIII of the Constitution of the State of Illinois; and

Whereas, The Issuer has agreed to issue its Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995, in the aggregate principal amount of Fourteen Million Dollars ($14,000,000) (the "Series 1995 Bonds"), and to lend the proceeds of the sale of the Series 1995 Bonds to Groot Industries, Inc., a Delaware corporation (the "Obligor"), to enable the Obligor to finance a portion of the cost of construction of solid waste disposal facilities and the acquisition and installation of certain equipment for such solid waste disposal facilities and facilities functionally related and subordinate thereto (the "Project"); and

Whereas, The Issuer and Obligor are concurrently entering into a loan agreement, dated as of December 1, 1995 (the "Loan Agreement"), pursuant to which the Issuer will agree to lend the proceeds of the Series 1995 Bonds to the Obligor and the Obligor will agree to make payments sufficient to pay the principal and purchase price (as hereinafter defined) of, and redemption premium, if any, and interest on, the Series 1995 Bonds as the same become due and payable and to pay administrative expenses in connection with the Series 1995 Bonds; and

Whereas, As security for the payment of the Series 1995 Bonds and any additional bonds (as hereinafter defined) issued pursuant to this Indenture, the Issuer has agreed to assign and pledge to the Trustee, the security (as hereinafter defined); and

Whereas, NBD Bank, a Michigan banking corporation (the "Bank"), will issue a Letter of Credit (as hereinafter defined) in favor of the Trustee, for the account of the Obligor, obligating the Bank to pay to the Trustee during the periods described therein, upon request and in accordance with the terms thereof, the amounts described therein for the purpose of making certain payments on or with respect to the Series 1995 Bonds (other than Series 1995 Bonds registered in the name of the Obligor or the Bank, which Series 1995 Bonds shall not be entitled to any benefit of the Letter of Credit); and

Whereas, The Trustee may become an affiliate of the Bank and, in such event, the Letter of Credit shall be transferred to the co-trustee to hold and maintain for the benefit of the holders of the Series 1995 Bonds; and

Whereas, All things necessary to make the Series 1995 Bonds, when authenticated by the Trustee and issued and delivered as in this Indenture provided, the legal, valid, binding and enforceable limited obligations of the Issuer, according to the import thereof, and to create a valid assignment and pledge of the security to the payment of the Series 1995 Bonds have been done and performed, and the execution and delivery of this Indenture and the execution, issuance and delivery of the Series 1995 Bonds, subject to the terms hereof, have in all respects been authorized;

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

Article I.

Definitions.

All terms used herein which are not defined herein but are defined in the Loan Agreement identified below shall have the meanings therein set forth, which definitions are by this reference incorporated herein and made a part hereof. In addition to terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture and the preambles hereto shall have the following meanings unless the context or use clearly indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the terms and words herein defined:

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by or against the Issuer, the Obligor, or any insider of the Obligor or the Issuer under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Additional Bonds" means the bonds authorized to be issued pursuant to Section 220 of this Indenture.

"Alternate Letter of Credit" means an irrevocable letter of credit delivered to, and accepted by, the Trustee pursuant to Section 3.7 of the Loan Agreement, including any amendment, reissuance, replacement, renewal or extension thereof.

"Authorized Denomination" means (a) prior to the conversion date, One Hundred Thousand Dollars ($100,000) or any integral multiple thereof, and (b) on or after the conversion date, Five Thousand Dollars ($5,000) or any integral multiple thereof.

"Bank" means NBD Bank, a Michigan banking corporation, as the issuer of the original letter of credit, its successor and their assigns, and, upon the acceptance of any alternate letter of credit by the Trustee as provided herein, the issuer of such alternate letter of credit, its successors and their assigns.

"Bank Reimbursement Fund" means the fund created by Section 408 of this Indenture.

"Beneficial Owner" means, when a letter of representations is in effect, the owner of a bond or portion thereof for federal income tax purposes.

"Bond" or "Bonds" means the Series 1995 Bonds and any Additional Bonds.

"Bond Counsel" means a firm of nationally recognized attorneys at law acceptable to the Issuer and experienced in legal work relating to the issuance of bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103(a) of the code.

"Bond Fund" means the fund created by Section 401 of this Indenture.

"Bondholder" or "holder" means the record owner of any Bond.

"Bond Ordinance" means the ordinance adopted by the City Council of the Issuer on December 13, 1995, authorizing and approving the issuance and sale of the Series 1995 Bonds pursuant to this Indenture.

"Bond Purchase Fund" means the fund created by Section 403 of this Indenture.

"Business Day" means any day other than (i) a Saturday, (ii) a Sunday, (iii) a day on which banking institutions in the city in which the principal corporate trust office of the Trustee (or its bond registrar, paying agent or tender agent offices) is located or the principal office of the remarketing agent or the co-trustee is located or the office of the Bank at which action is to be taken to realize moneys under the letter of credit are required or authorized by law or executive order to be closed, or (iv) a day on which the New York Stock Exchange is closed.

"Calendar Week" means the period of seven (7) days from and including Thursday to and including the following Wednesday; provided, however, that the first calendar week means the period from and including the issue date to and including the following Wednesday.

"Code" means the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed) promulgated thereunder and under the Internal Revenue Code of 1954, as amended.

"Computation Date" means the date which is five (5) Business Days prior to the conversion date.

"Conversion Date" means the day on which the interest rate(s) on the Series 1995 Bonds shall be converted from the variable rate to the fixed rate in accordance with Section 204 of this Indenture (or, with respect to the conversion date being an interest payment date or to notices, time periods and requirements in connection with the proceedings for such conversion, the day on which it is proposed that such conversion occur).

"Conversion Notice" means the notice given by the Obligor of its intent to convert the interest rate(s) on the Series 1995 Bonds to the fixed rate pursuant to Section 204(a)(1) hereof.

"Costs of the Project" shall have the meaning specified in the Loan Agreement.

"Co-Trustee", when appointed hereunder, shall be initially Seaway National Bank, its successors and assigns.

"Counsel" means an attorney, or firm thereof, admitted to practice law before the highest court of any state in the United States of America or the District of Columbia.

"Current Account" means the account within the Bond Fund established pursuant to Section 401 of this Indenture.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book-entry system to record ownership of book-entry interests in Bonds, and to effect transfers of book-entry interests in Bonds in book-entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Determination of Taxability" means a determination that the interest income on any of the Bonds is included in gross income for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(a) the day on which the Obligor is advised in writing by the commissioner or any district director of the Internal Revenue Service that, based upon any filings of the Obligor, or upon any review or audit of the Obligor, or upon any other grounds whatsoever, the interest on the Bonds is includable for federal income tax purposes in the gross income of any holder or former holder thereof;

(b) the day on which the Obligor receives notice from the Trustee in writing that the Trustee has been advised in writing by any owner or former owner or beneficial owner of a Bond that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to such owner or former owner or beneficial owner which asserts in effect that the interest on the Bonds received by such owner or former owner or beneficial owner is includable in the gross income of such owner or former owner or beneficial owner;

(c) the day on which the Obligor is advised in writing by the commissioner or any district director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service or a technical advice memorandum issued by the national office of the Internal Revenue Service that the interest on the Bonds is includable for federal income tax purposes in the gross income of any owner or former owner or beneficial owner of a Bond;

(d) the day on which the Obligor is advised in writing that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Obligor has been given written notice and an opportunity to participate and defend that the interest on the Bonds is includable in the gross income of any owner or former owner or beneficial owner of a Bond; or

(e) the date specified in a written opinion to the Obligor from Bond Counsel as the day on which interest on the Bonds first became or will become includable in the gross income of any owner or former owner or beneficial owner of a Bond;

provided, however, (i) no Determination of Taxability shall occur if the interest on any of the Bonds is included in gross income for federal income tax purposes solely because such Bond was held by a person who is a substantial user or a related person, and (ii) no Determination of Taxability shall occur under subparagraph (a), (b) or (c) of this paragraph unless the Obligor has been afforded the opportunity, at its expense, to contest any such conclusion and/or assessment after furnishing the Trustee, the Issuer and the Bank, within thirty (30) days after the occurrence of an event described in subparagraph (a), (b) or (c) of this paragraph, with an opinion of Bond Counsel to the effect that there is a reasonable likelihood that the Obligor will prevail in such contest, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined. The Obligor shall promptly notify the Trustee and the Issuer of any event described in subparagraph (a), (c), (d) or (e) of this paragraph and shall further promptly notify the Trustee and the Issuer of any final determination if the Obligor has contested under subparagraph (a), (b) or (c) of this paragraph. The Obligor shall be deemed to have been afforded the opportunity to contest the occurrence of a Determination of Taxability if it shall have been permitted to commence and maintain any action in the name of any owner or former owner or beneficial owner of a Bond to judgment and through any appeals therefrom or other proceedings related thereto.

"Eligible Funds" means moneys held by the Trustee which consist of any of the following:

(a) proceeds from the remarketing by the Remarketing Agent of Bonds delivered for purchase pursuant to Section 205 hereof that have not been commingled with other funds that do not constitute Eligible Funds; provided that such proceeds were not received from the Issuer, the Obligor, or any Insider of the Obligor or the Issuer;

(b) the proceeds of moneys deposited for refunding purposes to the extent permitted by the terms hereof, which have been held by the Trustee in the Bond Fund or any separate escrow or other account in

which no other moneys are held for at least three hundred sixty-six (366) consecutive days prior to and during which no Act of Bankruptcy shall have occurred, as certified to the Trustee by the Obligor and the Issuer;

(c) amounts deposited in the Bond Fund or the Bond Purchase Fund, as the case may be, or transferred into the Bond Fund from the Project Fund which have been held by the Trustee in the Bond Fund or the Bond Purchase Fund, as the case may be, and which have not been, commingled with other funds which do not constitute Eligible Funds, for at least three hundred sixty-six (366) consecutive days prior to and during which no Act of Bankruptcy shall have occurred, as certified, to the Trustee by the Obligor and the Issuer;

(d) amounts paid by the Bank to the Trustee under the Letter of Credit;

(e) amounts derived from the investment of money described in clauses (a), (b), (c) and (d) above; or

(f) moneys with respect to which the Trustee has received an unqualified opinion of nationally recognized counsel familiar with bankruptcy matters to the effect that payment of such proceeds to the Bondholders would not constitute a voidable preference under Section 547 of the Bankruptcy Code in the event of the filing of a petition thereunder by or against the Issuer or the Obligor or any Insider of the Issuer or the Obligor.

Notwithstanding the foregoing, when used with respect to the payment of any amounts due in respect of Pledged Bonds, the term "Eligible Funds" shall mean any moneys held by the Trustee and the proceeds from the investment thereof, except for moneys realized under the Letter of Credit.

"Event of Default" means any of the events specified in Section 601 hereof.

"Financing Statements" means any and all financing statements (including continuation statements) or other instruments filed or recorded to perfect the security interests created in this Indenture.

"First Optional Redemption Date" means the December 1 occurring in the year which is the number of years after the Conversion Date equal to the number of years between the December 1 immediately following the Conversion Date (unless the Conversion Date is December 1, in which case from such December 1) and December 1, 2015 multiplied by one-half (1/2) and rounded up to the nearest whole number.

"Fixed Rate" means the Fixed Rate for each Series 1995 Bond established in accordance with Sections 203 and 204 hereof.

"Fixed Rate Period" means the period from and including the Conversion Date to and including the date of payment in full of the Series 1995 Bonds.

"Fixed Rate Tender Date" means the date which is one (1) Business Day prior to the Conversion Date.

"Government Obligations" means obligations of the United States of America or its agencies or obligations the payment of principal and interest on which is unconditionally guaranteed by the United States of America or its agencies.

"Government Obligations Funds" means funds which are composed solely of Government Obligations.

"Immediate Notice" means notice by telephone, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in Section 904 hereof or such other phone number or address as the addressee shall have directed in writing, promptly followed by written notice by overnight carrier or delivery service, expenses prepaid, to such addresses.

"Indenture" means this indenture, as amended or supplemented from time to time as permitted hereby.

"Insider" means an "insider" as defined in the United States Bankruptcy Reform Act of 1978, as amended from time to time, or any substitute or replacement legislation (the "Bankruptcy Code").

"Interest Payment Date" means (i) during the Variable Rate Period, each March 1, June 1, September 1 and December 1, commencing March 1, 1996, (ii) the Conversion Date, and (iii) following the Conversion Date, each June 1 and December 1.

"Issue Date" means the date on which the Series 1995 Bonds are executed and delivered against payment therefor to or upon the order of the purchaser or purchasers thereof upon original issuance.

"Issuer" means the City of Chicago, Illinois, or any successor to its rights and obligations under the loan agreement and this Indenture.

"Letter of Credit" means the original letter of credit or, upon acceptance by the trustee of any alternate letter of credit in accordance with Section 3.7 of the loan agreement, such alternate letter of credit, provided, that,

for purposes of drawing on the letter of credit on a mandatory purchase date, "Letter of Credit" shall mean the letter of credit in effect immediately prior to the acceptance of any Alternate Letter of Credit which is to be effective on such mandatory purchase date.

"Letter of Representations" means the letter of representations filed with D.T.C. by the Issuer and the trustee, and any similar letters with respect to a successor Depository.

"Loan Agreement" means the loan agreement dated as of December 1, 1995, between the Issuer and the Obligor, as the same may be amended or supplemented from time to time as permitted thereby.

"Loan Repayments" means all amounts required to be paid by the Obligor to the Issuer (and the trustee as the assignee of the Issuer) pursuant to the promissory note and Section 3.2 of the Loan Agreement.

"Mandatory Purchase Date" means the effective date of an Alternate Letter of Credit on which the Series 1995 Bonds are required to be purchased in accordance with Section 205(d) hereof.

"Mandatory Purchase Tender Date" means the date which is one (1) Business Day prior to a Mandatory Purchase Date.

"Obligor" means Groot Industries, Inc., a Delaware corporation, which is the borrower from the Issuer under the Loan Agreement, and its successors and assigns.

"Optional Tender Date" means any Business Day during the variable rate period on which Series 1995 Bonds are required to be purchased by the trustee at the option of the holder thereof in accordance with Section 205(a) hereof.

"Original Letter of Credit" means the Letter of Credit issued by the Bank to the trustee on the Issue Date, which is scheduled to expire not earlier than December 15, 2005, including any amendment, reissuance, replacement, renewal or extension thereof.

"Outstanding", when used with reference to the Bonds at any date as of which the amount of outstanding Bonds is to be determined, means all Bonds which have been authenticated and delivered by the Trustee hereunder, except:

(a) Bonds cancelled or delivered for cancellation at or prior to such date;

(b) Bonds deemed to be paid in accordance with Section 502 hereof;

(c) Bonds in lieu of which others have been authenticated under Sections 212, 213 and 214 hereof;

(d) Untendered Bonds; and

(e) For purposes of any consent, request, demand, authorization, direction, notice, waiver or other action to be taken by the holders of a specified percentage of Outstanding Bonds hereunder, all Bonds held by or for the account of the Issuer or the Obligor, except that for purposes of any such consent, request, demand, authorization, direction, notice, waiver or action the Trustee shall be obligated to consider as not being Outstanding only Bonds known by the Trustee by actual notice thereof to be so held.

"Participants" means securities brokers and dealers, banks, trust companies and clearing corporations which participate in the Depository with respect to the Bonds.

"Permitted Investments" means any of the following which are not prohibited under applicable law:

(i) government obligations;

(ii) obligations of a state of the United States, the District of Columbia or any possession of the United States, or any political subdivision thereof, which are described in Section 103(a) of the Code and are rated in one of the highest three major grades at the time of purchase as determined by at least one national rating service or are secured, as to payments of principal and interest, by a letter of credit provided by a financial institution or insurance provided by a bond insurance company which itself or its debt is rated in one of the highest three major grades as determined by at least one national rating service;

(iii) banker's acceptances, commercial accounts, certificates of deposit, or depository receipts issued by a bank, trust company, savings and loan association, savings bank, credit union or other financial institution whose deposits are, as appropriate, insured by the Federal

Deposit Insurance Corporation or the National Credit Union Administration or any successor entities and whose reported capital and surplus equal at least Fifty Million Dollars ($50,000,000); provided, however, that the Fifty Million Dollar ($50,000,000) capital and surplus requirement will not apply to any financial institution owned by or affiliated with the Bank;

(iv) commercial paper rated at the time of purchase within the two highest classifications established by not less than two national rating services, and which matures within two hundred seventy (270) days after the date of issue;

(v) repurchase agreements against obligations itemized in paragraph (i) above which must be executed by a bank or a trust company or by members of the Association of Primary Dealers or other recognized dealers in United States securities, the market value of which must be maintained at levels at least equal to the amounts advanced and which must be held in the custody of the Trustee or the Trustee's agent; provided, however, that the Trustee or its agent shall not be required to determine market value of the obligations more frequently than monthly;

(vi) any fund or other pooling arrangement which exclusively purchases and holds the investments itemized in (i) through (v) above; or

(vii) an investment agreement or guaranteed investment contract with a provider whose unsecured long-term debt is rated within the two highest rating classifications at the time of purchase established by at least one national rating service or an investment agreement or guaranteed investment contract which is guaranteed by an entity meeting the provider requirements described in this subparagraph (vii).

"Person" means any natural person, firm, partnership, association, corporation, or public body.

"Placement Agreement" means the placement agreement, dated as of December 1, 1995, among NBD Bank, N.A., the Issuer and the Obligor.

"Pledge Agreement" means the pledge and security agreement dated as of December 1, 1995 among the Obligor, the Trustee and the Bank.

"Pledged Bonds" means Series 1995 Bonds purchased by the Trustee with payments made under the Letter of Credit as described in Section

205(f)(ii) hereof and registered in the name of the Obligor or its nominee and held by the Trustee as agent for the Bank pursuant to the provisions of the Pledge Agreement, until such time as such Bonds are remarketed by the remarketing agent.

"Project" means the acquisition of land and buildings and the construction of solid waste disposal facilities and the acquisition and installation of equipment for solid waste disposal and facilities functionally related and subordinate thereto, all as more fully described in attached (Sub)Exhibit D to the Loan Agreement.

"Project Fund" means the fund created by Section 402 of this Indenture.

"Promissory Note" means the promissory note given by the Obligor pursuant to the Loan Agreement, in the form of attached (Sub)Exhibit C to the Loan Agreement, as the same may be amended, modified or supplemented in accordance with the terms of the Loan Agreement.

"Purchase Date" shall have the meaning set forth in Section 206(a) hereof.

"Purchase Price" means one hundred percent (100%) of the principal amount of the Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) to be purchased pursuant to the provisions of Section 205 hereof plus, in the case of tender for purchase pursuant to Section 205(a), (c) or (d) hereof, accrued interest, if any, thereon to the Optional Tender Date, Conversion Date or Mandatory Purchase Date, as the case may be.

"Rating Agency" means Moody's Investor Services, Inc., or Standard & Poor's Corporation, or their successors and assigns, and, if both such corporations shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Rating Agency" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Obligor with the approval of the remarketing agent, by notice to the Issuer, the Bank, the Trustee and the remarketing agent.

"Record Date" means with respect to each Interest Payment Date (i) on and prior to the Conversion Date, the Trustee's close of business on the Business Day next preceding such Interest Payment Date, and (ii) after the Conversion Date, the Trustee's close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, regardless whether such day is a Business Day.

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

"Reimbursement Agreement" means the reimbursement agreement, dated as of December 1, 1995, among, inter alia, the Bank and the Obligor, as the same may be amended or supplemented from time to time as permitted thereby, and any similar agreement with respect to an Alternate Letter of Credit.

"Related Person", with reference to any substantial user, means a "related person" within the meaning of Section 147(a) of the Code, and, with reference to any Principal User, means a "related person" within the meaning of Section 144(a)(3) of the Code.

"Remarketing Agent" means the remarketing agent appointed and serving in such capacity under Section 711 hereof.

"Replacement Bonds" means Bonds issued pursuant to Section 214 hereof.

"Security" means the revenues (including Loan Repayments), funds, rights and interests specified in Section 301 of this Indenture.

"Security Interest" or "Security Interests" refer to the security interests created herein and shall have the meanings set forth in the U.C.C..

"Series 1995 Bonds" means the Bonds authorized to be issued pursuant to Sections 201 and 202 hereof.

"State" means the state of Illinois.

"Substantial User" means, with respect to any "facilities" (as the term "facilities" is used in Section 147(a) of the Code), a "substantial user" of such "facilities" within the meaning of Section 147(a) of the Code.

"Surplus Bond Proceeds" means all moneys in the Project Fund designated as such to the Trustee in the completion certificate signed by the Obligor substantially in the form of (Sub)Exhibit A attached to the Loan Agreement and any moneys earned thereon remaining after the Trustee's receipt of such certificate.

"Trustee" means American National Bank and Trust Company of Chicago, and any permitted successor trustee under Article VII of this Indenture.

"U.C.C." means the Uniform Commercial Code of the State as now or hereafter amended, whether or not such code is applicable to the parties or the transaction.

"Untendered Bonds" means Untendered Bonds as defined in subsections (a) and (e) of Section 205.

"Variable Rate" means the interest rate on each Series 1995 Bond established pursuant to Section 203(b) hereof.

"Variable Rate Period" means the period from and including the Issue Date to the earlier of (i) the Conversion Date or (ii) the day of payment in full of the Series 1995 Bonds.

Article II.

The Bonds.

Section 201. Authorized Amount Of Series 1995 Bonds.

No Series 1995 Bonds may be issued under the provisions of this Indenture except in accordance with this Article. Pursuant to the Bond Ordinance, the total principal amount of Series 1995 Bonds that may be issued and outstanding hereunder is expressly limited to Fourteen Million Dollars ($14,000,000), subject to the provisions of Sections 212, 213 and 214.

Section 202. Issuance Of Series 1995 Bonds.

The Series 1995 Bonds (i) shall be designated "City of Chicago Illinois Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995", (ii) shall be dated the Issue Date, (iii) shall bear interest from the date thereof or such later date to which interest has been paid (including with respect to Series 1995 Bonds so tendered, a Mandatory Purchase Date, Conversion Date or Optional Tender Date), until paid, at the rates set forth in Section 203 (computed on the basis of a 365/366-day year, as the case may be, on actual days elapsed prior to the Conversion Date and a 360-day year of twelve (12) thirty (30) day months thereafter, and (iv) shall mature, unless sooner paid, on December 1, 2015.

The Series 1995 Bonds shall be issued as registered bonds without coupons and shall be issued prior to the Conversion Date in the denomination of One Hundred Thousand Dollars ($100,000) or any integral multiple thereof, and on and after the Conversion Date in the denomination of Five Thousand Dollars ($5,000) or any integral multiple thereof. The Series 1995 Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Trustee.

The principal of and the redemption premium, if any, and the interest on the Series 1995 Bonds shall be payable in lawful money of the United States of America. The principal of and redemption premium, if any, on the Series 1995 Bonds and the Purchase Price of the Series 1995 Bonds shall be payable at the principal corporate trust office of the Trustee. The interest on the Series 1995 Bonds shall be paid by check or draft mailed by the Trustee to the Persons in whose names the Series 1995 Bonds are registered on the registration books maintained by the Trustee at the close of business on the Record Date next preceding each Interest Payment Date; provided, however, (i) any registered holder of Series 1995 Bonds in the aggregate principal amount of One Million Dollars ($1,000,000) or more as of the close of business on the Record Date preceding any Interest Payment Date may, by prior written instructions filed with the Trustee on or before the second (2nd) Business Day preceding such Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), instruct that interest payments for any period be made by wire transfer to any bank located in the continental United States, and (ii) interest accruing on any Pledged Bonds since the immediately prior Interest Payment Date shall be paid by the Trustee to the Bank pursuant to the terms of the Pledge Agreement.

If any payment of interest or principal or redemption premium on the Series 1995 Bonds is due on a date not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

The provisions of the Series 1995 Bonds shall control to the extent of any conflict with the provisions hereof.

Section 203. Interest Rates On Series 1995 Bonds.

(a) The Series 1995 Bonds shall bear interest as provided herein from the Issue Date to the date of payment in full of the Series 1995 Bonds. Interest accrued on the Series 1995 Bonds shall be paid on each Interest Payment Date. The interest rate on the Series 1995 Bonds will be determined as provided in this section, provided that the Variable Rate shall not exceed the lesser of twelve percent (12%) per annum or the maximum rate permitted by applicable law and, provided further, the Fixed Rate shall not exceed the maximum rate permitted by applicable law. Interest on the Series 1995 Bonds will be payable at the Variable Rate from the Issue Date until the earlier of the Conversion Date or the date of payment in full of the Series 1995 Bonds.

(b) The Variable Rate on the Issue Date shall be ____% per annum. Thereafter, during the Variable Rate Period, the Variable Rate shall be determined by the Remarketing Agent by 3:00 P.M., Chicago, Illinois time on each Wednesday (or the immediately preceding Business Day if

Wednesday is not a Business Day) for the next Calendar Week and shall be the rate of interest which, if borne by the Series 1995 Bonds, would, in the judgment of the Remarketing Agent, having due regard to the prevailing financial market conditions for tax-exempt revenue bonds or other tax-exempt securities of the same general nature as the Series 1995 Bonds or tax-exempt securities which are comparable as to credit and maturity (or period for tender) with the credit and maturity (or period for tender) of the Series 1995 Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds (exclusive of accrued interest, if any) at a price of par at the time such interest rate is determined. The Variable Rate as so determined shall be uniform during each Calendar Week for all Series 1995 Bonds. If no Remarketing Agent shall be serving hereunder, or if for any reason the Remarketing Agent has not determined the Variable Rate on a Wednesday (or immediately preceding Business Day if such Wednesday is not a Business Day) for the next Calendar Week, the Variable Rate effective for any Series 1995 Bond for such Calendar Week shall be the Variable Rate most recently determined by the Remarketing Agent for such Series 1995 Bond as aforesaid.

(c) The Series 1995 Bonds shall bear interest at the Fixed Rate during the Fixed Rate Period. The Fixed Rate for the Series 1995 Bonds shall be determined by the Remarketing Agent on the Computation Date and shall be the rate determined by the Remarketing Agent on the Computation Date to be the rate which, if borne by the Series 1995 Bonds would, in the judgment of the Remarketing Agent having due regard to prevailing market conditions for tax-exempt revenue bonds or other tax-exempt securities comparable to the Series 1995 Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Series 1995 Bonds or portion thereof tendered (or deemed to have been tendered) for purchase at a price of par (exclusive of accrued interest, if any) on the Computation Date; provided, however, that the Fixed Rate shall not exceed the maximum rate permitted by applicable law. If for any reason the Remarketing Agent fails to determine the Fixed Rate by the close of business on the Computation Date, the Series 1995 Bonds shall continue to bear interest at the Variable Rate determined in accordance with Section 203(b) hereof. The Fixed Rate for the Series 1995 Bonds shall be set forth in a written notice of the Remarketing Agent (or, if no Remarketing Agent is serving hereunder, the Trustee) sent to the Obligor, the Issuer and the Trustee by the Remarketing Agent (or, if no Remarketing Agent is serving hereunder, the Trustee) on the Computation Date.

(d) The determination of the Variable Rate or the Fixed Rate by the Remarketing Agent shall be conclusive and binding upon the Issuer, the Obligor, the Trustee, the Remarketing Agent and the Bondholders.

(e) In determining the interest rate that the Series 1995 Bonds shall bear as provided in this section, neither the Remarketing Agent nor the Trustee

shall have any liability to the Issuer, the Obligor, the Trustee or any Bondholder except for its gross negligence or willful misconduct.

(f) The Remarketing Agent shall give the Trustee, the Obligor and the Bank prompt telephonic notice by 3:00 P.M. Chicago, Illinois time on the date of determination confirmed in writing, of the Variable Rate for each Calendar Week as determined pursuant to Section 203(b) hereof. Any other change in the Variable Rate with respect to any Series 1995 Bond or Bonds shall be communicated promptly by the Remarketing Agent to the Trustee, the Obligor and the Bank, via telephonic notice and confirmed in writing, by 3:00 P.M. Chicago, Illinois time on the day on which such change is determined by the Remarketing Agent. Any Bondholder may request the Variable Rate with respect to any Series 1995 Bond or Bonds from the Trustee, the Remarketing Agent or the Bank.

Section 204. Conversion Of Interest Rate On Series 1995 Bonds.

(a) During the Variable Rate Period, the interest rate(s) on the Series 1995 Bonds, at the option of the Obligor, shall be converted from the Variable Rate to the Fixed Rate, upon delivery by the Obligor to the Trustee, the Remarketing Agent, the Bank and the Issuer:

(1) on any Business Day during the Variable Rate Period, of (i) a notice (the "Conversion Notice") stating that the Obligor intends to convert the interest rate(s) on the Series 1995 Bonds to the Fixed Rate and specifying the Conversion Date, which date shall be the first (1st) Business Day of the second (2nd) calendar month after the calendar month during which the Trustee receives the Conversion Notice; (ii) a written commitment from the Bank to amend the Letter of Credit then in effect or another bank to issue an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of the Loan Agreement; and (iii) an opinion of Bond Counsel stating that under the laws existing on the date of the Conversion Notice, the conversion of the interest rate(s) on the Series 1995 Bonds to the Fixed Rate will not cause the interest on the Series 1995 Bonds to be included in gross income for federal income tax purposes; and

(2) by 10:00 A.M. Chicago, Illinois time on the Business Day immediately preceding the Conversion Date, of (i) a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (A) the conversion of the interest rate(s) on the Series 1995 Bonds will not cause the interest on the Series 1995 Bonds to be included in gross income for federal income tax purposes and (B) the Fixed Rate does not exceed the maximum rate permitted by applicable law; and (ii) an amendment to the Letter of Credit then in effect or an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of the Loan Agreement.

(b) Upon receipt from the Obligor of a Conversion Notice and an opinion of Bond Counsel described in Section 204(a)(1) hereof, the Trustee shall within five (5) Business Days give notice by mail to the Bondholders as provided in Section 904, which notice shall be in substantially the form of notice attached hereto as (Sub)Exhibit A. Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. At the direction of the Obligor, the Trustee shall also mail to the Bondholders any disclosure materials provided by the Obligor with respect to the Obligor and the issuer of the Letter of Credit which will secure the Fixed Rate Bonds.

(c) If the Trustee receives written notification from the Obligor by 10:00 A.M. Chicago, Illinois time on the Business Day immediately preceding the Conversion Date of its decision not to elect the conversion of the interest rate(s) on the Series 1995 Bonds to the Fixed Rate on the Conversion Date or if the Obligor fails to deliver to the Trustee by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date, the supplemental opinion of Bond Counsel as required by subsection (a)(2) of this section, the interest rate on the Series 1995 Bonds shall not be converted to the Fixed Rate on the Conversion Date and the Series 1995 Bonds shall continue to bear interest at the Variable Rate. In such event, Series 1995 Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be purchased on the Conversion Date in accordance with the provisions of Section 205(f) hereof. Further, the Issuer, the Obligor, the Trustee and the Bondholders, other than those Bondholders whose Series 1995 Bonds were tendered (or deemed tendered) for purchase on the Conversion Date, shall be restored to their former positions and rights hereunder with respect to the Series 1995 Bonds, and all rights of the Issuer, the Trustee and the Obligor hereunder shall continue as if no such proceedings for the conversion of the interest rate on the Series 1995 Bonds had been taken. The Trustee shall promptly notify the Issuer and the Bondholders by mail (and shall immediately notify the Bank and the Remarketing Agent by telephone) in the event that the interest rate on the Series 1995 Bonds is not converted on the Conversion Date as provided herein.

(d) No conversion of the interest rate on the Series 1995 Bonds shall occur under this section if at the time of such conversion an Event of Default shall have occurred hereunder and be continuing with respect to the Series 1995 Bonds.

(e) No Conversion Notice may be given if a Mandatory Purchase Date has been established and is existing pursuant to Section 205(d).

(f) The Series 1995 Bonds shall not be subject to purchase as provided in Section 205 after the Conversion Date.

Section 205. Tender Of Series 1995 Bonds For Purchase.

(a) During the Variable Rate Period, the holders of the Series 1995 Bonds shall have the right to tender any Series 1995 Bond or Bonds (or portion thereof in an amount of One Hundred Thousand Dollars ($100,000) or any integral multiple thereof) to the Trustee as tender agent for purchase at the Purchase Price on any Optional Tender Date, but only upon:

(1) delivery to the Trustee at its principal corporate trust office at the address set forth in Section 904 hereof of an irrevocable written notice (such notice may be delivered by facsimile, with an original executed notice promptly sent by first class mail) in substantially the form of Exhibit I to the Form of Variable Rate Bond attached hereto as (Sub)Exhibit C at least seven (7) days prior to the Optional Tender Date, in which event the Trustee shall give the Remarketing Agent, the Obligor and the Bank prompt telephonic notice of the receipt of such written notice. If a Letter of Representations is in effect, a Beneficial Owner of Bonds shall effect delivery of Bonds in accordance with this Section 205 by causing its Participants in the Depository to transfer its interest in the Bonds (equal to such Beneficial Owner's interest) on the records of the Depository to the participant account of the Trustee with the Depository and the requirement for physical delivery of the Bonds hereunder shall be deemed satisfied when the ownership rights in the Bonds are transferred by Participants on the records of the Depository; and

(2) delivery of such Series 1995 Bond or Bonds (with an appropriate instrument of transfer duly executed in blank) to the Trustee as tender agent at its principal corporate trust office at the address set forth in Section 904 hereof at or prior to 10:00 A.M., Chicago, Illinois time, on such Optional Tender Date; provided, however, that no Series 1995 Bond (or portion thereof in an Authorized Denomination) shall be purchased unless the Series 1995 Bond so delivered to the Trustee shall conform in all respects to the description thereof in the aforesaid notice.

Any election of a Bondholder to tender a Series 1995 Bond or Bonds (or portion thereof as aforesaid) for purchase on any Optional Tender Date in accordance with this subsection (a) shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If a Bondholder fails to deliver such Bond or Bonds (or portion thereof as aforesaid) to the Trustee as tender agent on or prior to 10:00 A.M., Chicago, Illinois time, on such Optional Tender Date, such Series 1995 Bond or Bonds (or portion thereof as aforesaid) which are not delivered to the Trustee shall be deemed to have been properly tendered to the Trustee and, to the extent that there shall be on deposit with the Trustee on or before the Optional Tender Date an amount sufficient to pay the Purchase Price (such Series 1995 Bond or Bonds being hereinafter referred to as an "Untendered Bond" or "Bonds"), such Untendered Bond or Bonds shall cease to constitute or represent a right to payment of principal or interest therein and shall

constitute and represent only the right to the payment of the Purchase Price payable on the Optional Tender Date. The foregoing shall not limit the entitlement of any bondholder on any Record Date immediately preceding the Optional Tender Date to receipt of interest on such Optional Tender Date.

(b) Any Series 1995 Bond or Bonds tendered to the Trustee, as tender agent, by a holder for purchase on any date occuring after the date notice is given by the Trustee to the Bondholders as provided in Section 204(b) hereof through the Conversion Date may not be remarketed except to a purchaser who delivers to the Trustee at the time of such purchase a written statement to the effect that such purchaser agrees to accept the Fixed Rate on the Conversion Date or to deliver such Bond or Bonds for purchase pursuant to subsection (c) of this section.

(c) Upon any conversion of the interest rate on the Series 1995 Bonds to the Fixed Rate, the holders of the Bonds shall tender all Series 1995 Bonds (with appropriate instruments of transfer duly executed in blank) to the Trustee as tender agent at its principal corporate trust office at the address set forth in Section 904 hereof on or before the Fixed Rate Tender Date for purchase on the Conversion Date at the Purchase Price, except for any Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) the holder of which shall deliver to the Trustee at its principal corporate trust office at the address set forth in Section 904 hereof at least ten (10) business days prior to the Conversion Date an irrevocable written notice in substantially the form of Exhibit II to the form of Variable Rate Series 1995 Bond attached hereto as (Sub)Exhibit C.

(d) During the Variable Rate Period, the Series 1995 Bonds shall be subject to purchase on each Mandatory Purchase Date as hereinafter provided:

(1) If the Obligor delivers to the Trustee not less than sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect satisfactory evidence that the Obligor has obtained an Alternate Letter of Credit to be effective upon or prior to the fifteenth (15th) day immediately preceding such stated expiration date and specifying the name of the issuer of the Alternate Letter of Credit, the holders of the Bonds shall tender all Series 1995 Bonds (with appropriate instruments of transfer duly executed in blank), except those Series 1995 Bonds which the holder thereof elects not to tender pursuant to clause (3) of this subsection (d), to the Trustee as tender agent at its principal corporate trust office at the address set forth in Section 904 hereof on or before the applicable Mandatory Purchase Tender Date for purchase on the applicable Mandatory Purchase Date at the Purchase Price. If the Obligor fails to deliver such satisfactory evidence and fails to provide the Trustee not less than sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect an extension of such Letter of Credit for a period of not less than one (1) year ending on a December 15, then the Series 1995

Bonds will be called for special mandatory redemption pursuant to the provisions of Section 217(c) hereof.

(2) Upon the Series 1995 Bonds becoming subject to tender for purchase as provided in clause (1) above, the Trustee shall within five (5) Business Days after receipt of the letter specified in clause (1) above, give telephonic notice to the Remarketing Agent and the Bank and give notice by certified mail to the Bondholders, which notice shall be in substantially the form of notice attached hereto as (Sub)Exhibit B. Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. At the direction of the Obligor, the Trustee shall also mail to the Bondholders any disclosure materials provided by the Obligor with respect to the Alternate Letter of Credit.

(3) The Series 1995 Bonds shall be tendered for purchase as provided in this subsection (d), except for any Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) the holder of which shall deliver to the Trustee at its principal corporate trust office at the address set forth in Section 904 hereof at least five (5) Business Days prior to the Mandatory Purchase Date an irrevocable written notice in substantially the form of (Sub)Exhibit III to the form of Variable Rate Series 1995 Bond attached hereto as (Sub)Exhibit C.

(4) If the Obligor fails to deliver the Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date, such failure shall constitute an Event of Default hereunder and the payment of the principal of and interest on the Series 1995 Bonds shall be declared due and payable pursuant to Section 602 hereof.

(e) Any election by a Bondholder to retain any Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) and not to tender such Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) for purchase on the Conversion Date or applicable Mandatory Purchase Date, as the case may be, in accordance with subsection (c) or (d), shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If a Bondholder fails to give notice of such an election with respect to any Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) and thereafter fails to deliver such Series 1995 Bond or Bonds to the Trustee as tender agent on or before the Fixed Rate Tender Date or Mandatory Purchase Tender Date, as the case may be, as required by subsection (c) or (d), such Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) which are not delivered to the Trustee shall be deemed to have been properly tendered to the Trustee and, to the extent that there shall be on deposit with the Trustee on or before the Conversion Date or Mandatory Purchase Date, as the case may be, an amount sufficient to pay the Purchase Price (such Series 1995 Bond or Bonds being hereinafter referred to as an "Untendered Bond" or "Bonds"), such Untendered Bond or

Bonds shall cease to constitute or represent a right to payment of principal or interest thereon and shall constitute and represent only the right to the payment of Purchase Price payable on or after the Conversion Date or Mandatory Purchase Date, as the case may be. The foregoing shall not limit the entitlement of any Bondholder on any Record Date immediately preceding the Conversion Date or Mandatory Purchase Date to receipt of interest due on such date. The Trustee will inform the Remarketing Agent by telephone on each date on which the Trustee receives notice from a Bondholder or Bondholders to retain any Series 1995 Bonds on the Fixed Rate Tender Date or a Mandatory Purchase Tender Date, as the case may be, of the principal amount of Series 1995 Bonds to be retained on each such date.

(f) On each Optional Tender Date and Mandatory Purchase Date and on the Conversion Date, there shall be purchased (but solely from funds received by the Trustee in accordance with the terms hereof) the Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) tendered (or deemed to have been tendered) to the Trustee for purchase in accordance with this section at the Purchase Price. Funds for the payment of the Purchase Price shall be paid by the Trustee solely from the following sources and in the following order of priority:

(i) proceeds of the remarketing of such tendered Series 1995 Bonds pursuant to Section 206 which constitute Eligible Funds and which have been delivered to the Trustee;

(ii) moneys drawn under the Letter of Credit by the Trustee pursuant to clause (ii) of Section 308(a); and

(iii) any other moneys furnished by the Obligor for purchase of Series 1995 Bonds.

Series 1995 Bonds (or portions thereof in Authorized Denominations) purchased as provided above shall be delivered as provided in Section 207. In the event that only a portion of any Bond or Bonds shall be tendered (or deemed to have been tendered) for purchase by the holder thereof, there shall be issued to the holder of such Bond or Bonds, without charge therefor, a new Bond or Bonds as provided in Section 213 of this Indenture in any Authorized Denomination or Denominations (as specified by such Bondholder by written notice) and in an aggregate principal amount equal to the principal amount of such Bond or Bonds not tendered or not deemed to have been tendered for purchase.

(g) With respect to any Untendered Bond, the Trustee shall do the following:

(i) promptly notify by first class mail the holder of such Untendered Bond that:

(A) the Untendered Bond is no longer Outstanding; and

(B) funds equal to the applicable Purchase Price for such Bond are being held on behalf of such holder, without interest, in the Bond Purchase Fund;

(ii) enter on the register that the Untendered Bond is no longer Outstanding; and

(iii) hold an amount equal to the Purchase Price for such Bond, without interest, and pay such amount to such holder upon presentation of the certificate representing the Untendered Bond.

Section 206. Remarketing Of Series 1995 Bonds.

(a) Upon receipt of any notice given pursuant to Section 205 that any Series 1995 Bonds will be or are required to be tendered for purchase in accordance with Section 205, the Remarketing Agent shall, unless otherwise directed by the Obligor, use its best efforts to remarket such Series 1995 Bonds (or portions thereof in Authorized Denominations) for purchase on or after any Optional Tender Date, the Conversion Date or any Mandatory Purchase Date at a price of one hundred percent (100%) of the principal amount of such Bonds (plus accrued interest, if any). The Remarketing Agent shall direct any purchasers obtained by it to deliver the Purchase Price to the Trustee by no later than 10:00 A.M., Chicago, Illinois time, on the Optional Tender Date, Mandatory Purchase Date or Conversion Date, as the case may be (each of the foregoing dates is hereinafter referred to as a "Purchase Date"). Prior to 12:00 Noon, Chicago, Illinois time, on the Business Day immediately preceding the Purchase Date, the Remarketing Agent shall give notice communicated by means of telephone, confirmed within one (1) Business Day in writing, to the Trustee which notice shall state the principal amount of Series 1995 Bonds remarketed, the names, addresses and taxpayer identification numbers of the purchasers and the denominations in which the Series 1995 Bonds are to be issued to each purchaser. If less than all of the Series 1995 Bonds to be tendered on the Purchase Date have been remarketed, then the Remarketing Agent shall include in the notice described in the immediately preceding sentence of this section a description of the principal amount of Series 1995 Bonds which have not been remarketed (the "Deficiency"). The Trustee, upon receipt of a notice from the Remarketing Agent that less than all of the Bonds to be tendered on the Purchase Date have been remarketed as provided in the previous two sentences of this section, shall, prior to 4:00 P.M., Chicago, Illinois time, on the same day that such notice is received, make a Bond Purchase Draft (as defined in the Letter of Credit) drawing under the Letter

of Credit in the amount of the Deficiency, payment to be made thereunder to the Trustee, in immediately available funds, not later than 12:00 Noon, Chicago, Illinois time, on the Purchase Date. By 10:00 A.M., Chicago, Illinois time, on the Purchase Date, the Trustee shall by means of telephone, confirmed within one (1) Business Day in writing, notify the Remarketing Agent, the Obligor and the Bank of any Series 1995 Bonds which have been remarketed for which payment has not been received. By 11:00 A.M., Chicago, Illinois time, on the Purchase Date, the Trustee shall make a Bond Purchase Draft drawing under the Letter of Credit in the amount of such reduction in the remarketing proceeds, payment to be made thereunder to the Trustee, in immediately available funds, not later than 1:00 P.M., Chicago, Illinois time on the Purchase Date. All remarketing proceeds described in Section 205(f)(i) which have been received by the Trustee on the Purchase Date prior to any Bond Purchase Draft drawing as described in the preceding sentence and any payments received by the Trustee as a result of a Bond Purchase Draft drawing under the Letter of Credit shall be deposited in the Bond Purchase Fund. Such moneys deposited in the Bond Purchase Fund shall not be commingled with any other funds which do not constitute Eligible Funds. All other remarketing proceeds so transferred to the Trustee shall be promptly remitted by the Trustee to the Bank to the extent of any amounts due the Bank pursuant to the Reimbursement Agreement and, during any such time held by the Trustee, shall be held in trust by the Trustee for the Bank in the Bank Reimbursement Fund until remitted to the Bank. In the event that such remarketing proceeds are not received by the Trustee by 1:00 P.M., Chicago, Illinois time, on any Business Day, such proceeds shall not be used to cause a reinstatement of the amount available to be drawn under the Letter of Credit, and the Trustee shall not deliver any Series 1995 Bonds to be purchased with such proceeds, until the next succeeding Business Day.

(b) The Remarketing Agent shall not be required to remarket any Series 1995 Bonds pursuant to this section if it has actual knowledge that an Event of Default under subsections (a), (b), (c), (f) or (g) of Section 601 hereof shall have occurred and be continuing hereunder with respect to the Series 1995 Bonds.

(c) The Remarketing Agent shall not knowingly remarket any Series 1995 Bonds, other than Pledged Bonds, to the Issuer, the Obligor or any Insider of the Issuer or the Obligor pursuant to this section prior to the expiration or earlier termination of the Letter of Credit unless, prior to such remarketing, the Trustee and the Remarketing Agent shall have received an unqualified opinion of Counsel experienced in bankruptcy matters and satisfactory to the Trustee to the effect that such remarketing would not result in a preferential payment pursuant to the provisions of Section 547 of the United States Bankruptcy Code, in the event of an Act of Bankruptcy by the Obligor, the Issuer or an Insider of the Obligor or the Issuer following such remarketing.

Section 207. Delivery Of Purchased Series 1995 Bonds.

(a) Series 1995 Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in Section 205(f)(i) hereof shall be delivered by the Trustee to the purchasers thereof upon receipt of payment therefor.

(b) Series 1995 Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in Section 205(f)(ii) hereof shall be registered in the name of the Obligor or its nominee and be held by the Trustee as Pledged Bonds or cancelled by the Trustee at the written direction of the Bank pursuant to the Pledge Agreement. Upon the release of any Series 1995 Bonds as Pledged Bonds pursuant to the Pledge Agreement, such Series 1995 Bonds remarketed pursuant to the provisions of Section 206 hereof shall be delivered to or upon the order of the purchasers thereof.

(c) Series 1995 Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in Section 205(f)(iii) shall, at the direction of the Obligor, be (A) delivered as instructed by the Obligor or (B) delivered to the Trustee for cancellation; provided, however, that any Series 1995 Bonds so purchased after the selection thereof by the Trustee for redemption shall be delivered to the Trustee for cancellation.

Series 1995 Bonds delivered as provided in this section shall be registered in the manner directed by the recipient thereof.

Section 208. Execution; Limited Obligation.

The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or facsimile signature of its City Clerk, and shall have impressed or imprinted thereon the corporate seal of the Issuer or a facsimile thereof. Any facsimile signatures shall have the same force and effect as if the Mayor or City Clerk, as the case may be, had manually signed each of the Bonds. In case any official whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the Issuer by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the Issuer, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

The Bonds And The Obligation To Pay Interest Thereon And Any Redemption Premium With Respect Thereto Shall Be Limited Obligations Of The Issuer Payable Solely From The Revenues and Income Derived From The Loan Agreement, The Promissory Note And The Letter Of Credit And

From Amounts On Deposit With The Trustee Pursuant Hereto. No Owner Of The Bonds Shall Have The Right To Compel The Exercise Of The Taxing Power Of The Issuer Thereof To Pay Any Principal Installment Of, Redemption Premium, If Any, Or Interest On the Bonds, And The Bonds Shall Not Constitute An Indebtedness Of The Issuer Thereof Or A Loan Of Credit Thereof Within The Meaning Of Any Constitutional Or Statutory Provision.

No Recourse Shall Be Had For The Payment Of The Principal Of, Redemption Premium, If Any, And Interest On Any Of The Bonds Or For Any Claim Based Thereon Or Any Obligation, Covenant Or Agreement Contained In This Indenture Or The Loan Agreement Against Any Past, Present Or Future Member, Alderman, Officer, Employee Or Agent Or Other Elected Or Appointed Officials Of The Issuer, Or Any Incorporator, Member, Officer, Employee Or Agent Of Any Successor Entity, As Such, Either Directly Or Through The Issuer Or Any Successor Entity, Under Any Rule Of Law Or Equity, Statute Or Constitution Or By The Enforcement Of Any Assessment Or Penalty Or Otherwise, And All Such Liability Of Any Such Incorporator, Member, Officer, Employee Or Agent, As Such, Is Hereby Expressly Waived And Released As A Condition Of And Consideration For The Execution Of This Indenture And The Loan Agreement And The Issuance Of The Bonds.

Section 209. Certificate Of Authentication.

No Bonds shall be secured hereby or entitled to the benefit hereof or shall be or become valid or obligatory for any purpose unless there shall be endorsed thereon a certificate of authentication, substantially in the form as set forth in the forms of Series 1995 Bonds attached hereto as (Sub)Exhibits C and D, executed by the Trustee by manual signature of one of its authorized signers; and such certificate on any Bond issued by the Issuer shall be conclusive evidence and the only competent evidence that it has been duly authenticated and delivered hereunder.

Section 210. Form Of Series 1995 Bonds.

(a) Prior to the Conversion Date, the Series 1995 Bonds, the Trustee's certificate of authentication and the form of assignment shall be in substantially the form set forth in (Sub)Exhibit C attached hereto, with such appropriate variations, omissions, substitutions and insertions as are permitted or required hereby or are required by law and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon as may be required to comply with any applicable laws or rules or regulations, or as may, consistently herewith, be determined by the officers executing such Series 1995 Bonds, as evidenced by their execution of the Series 1995 Bonds.

(b) The Bonds shall be in either typewritten or printed form, as the Obligor with the consent of the Remarketing Agent shall direct, on behalf of the Issuer, provided that any expenses incurred in connection therewith shall be paid by the Obligor.

(c) On and after the Conversion Date, Series 1995 Bonds authenticated and delivered hereunder, and the Trustee's Certificate of Authentication and the form of assignment, shall be in substantially the form of the Series 1995 Bond set forth in (Sub)Exhibit D attached hereto, with such changes as permitted in paragraph (a) of this section.

Section 211. Delivery Of Series 1995 Bonds.

Upon the execution and delivery hereof, the Issuer shall execute the Series 1995 Bonds and deliver them to the Trustee, and the Trustee shall authenticate the Series 1995 Bonds and deliver them to such purchaser or purchasers as shall be directed by the Issuer as hereinafter in this section provided.

Prior to the direction by the Issuer to the Trustee to deliver any of the Series 1995 Bonds there shall be filed with the Trustee:

(a) a copy, certified by an authorized officer of the Issuer, of all ordinances adopted and proceedings had by the Issuer authorizing the issuance of the Series 1995 Bonds, including the Bond Ordinance;

(b) an original executed counterpart of this Indenture, the Loan Agreement, the Pledge Agreement and the Placement Agreement and the original executed Promissory Note;

(c) the executed Original Letter of Credit;

(d) an original Remarketing Agreement dated as of December 1, 1995 between the Remarketing Agent and the Obligor, pursuant to which the Remarketing Agent accepts the obligations imposed upon it pursuant to this Indenture;

(e) copies of any Financing Statements filed to perfect the security interests;

(f) a copy of completed IRS Form 8038 to be filed by or on behalf of the Issuer pursuant to Section 149(e) of the Code;

(g) an original executed counterpart of the certificate of the Issuer establishing its reasonable expectations to the effect that the Series 1995 Bonds will not be "arbitrage bonds" within the meaning of Section 148(a) of the Code;

(h) an opinion of Bond Counsel for the Issuer addressed to the Issuer and the Trustee to the effect that the interest on the Series 1995 Bonds is excludable from gross income for federal income tax purposes and that this Indenture and the Loan Agreement have been duly authorized, executed and delivered by the Issuer and are valid and binding agreements of the Issuer;

(i) an opinion of Counsel for the Obligor, addressed to the Issuer and the Trustee to the effect that the Loan Agreement, the Promissory Note, the Pledge Agreement, the Security Documents and the Placement Agreement have been duly authorized, executed and delivered by the Obligor and are legal, valid and binding agreements of the Obligor;

(j) an opinion of Counsel for the Bank, addressed to the Issuer and the Trustee to the effect that the Letter of Credit has been duly executed and delivered by the Bank and is a legal, valid and binding obligation of the Bank;

(k) a request and authorization to the Trustee on behalf of the Issuer directing the Trustee to authenticate and deliver the Series 1995 Bonds in such specified denominations as permitted herein to the initial purchaser or purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of a specified sum of money; and

(l) such other documents, opinions of Counsel and certificates as the Trustee may require.

Upon receipt of the foregoing, the Trustee shall authenticate and deliver the Series 1995 Bonds as provided above.

Section 212. Mutilated, Lost, Stolen Or Destroyed Bonds.

If any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate and deliver a new Bond of the same series and the same maturity, interest rate, principal amount and tenor in lieu of and in substitution for the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer and the Trustee evidence satisfactory to each of them of the ownership of such Bond and of such loss, theft or destruction, together with indemnity satisfactory to the Trustee and the Issuer and compliance with such other reasonable requirements as the Issuer and Trustee may prescribe. If any such Bond shall have matured or a redemption date pertaining thereto shall have passed, instead of issuing a new Bond the Issuer may pay the same without surrender thereof. The Issuer and the Trustee may charge the holder of such Bond with their reasonable fees and expenses in this connection.

Section 213. Exchangeability And Transfer Of Bonds; Persons Treated As Owners.

The Issuer shall cause books for the registration of the Bonds and for the registration of transfer of the Bonds as provided herein to be kept by the Trustee, which is hereby constituted and appointed the bond registrar for the Bonds.

Any holder of a Bond, in person or by his duly authorized attorney, may transfer title to his Bond on the books of registration kept by the Trustee, upon surrender thereof at the principal corporate trust office of the Trustee, together with a written instrument of transfer (in substantially the form of assignment attached to the Bond) executed by the holder or his duly authorized attorney, and upon surrender for registration of transfer of any Bond, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same series and the same aggregate principal amount and tenor as the Bond surrendered and of any Authorized Denomination.

Bonds may be exchanged upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee executed by the Bondholder or his attorney duly authorized in writing, for an equal aggregate principal amount of Bonds of the same series and the same aggregate principal amount and tenor as the Bonds being exchanged and of any Authorized Denomination. The Issuer shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

Such registrations of transfers or exchanges of Bonds shall be without charge to the holders of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the holder of the Bond requesting such registration of transfer or exchange as a condition precedent to the exercise of such privilege. Any service charge made by the Trustee for any such registration, transfer or exchange shall be paid by the Obligor.

The Trustee shall not register any transfer of any Bond (or portion thereof) after notice calling such Bond (or portion thereof) for redemption or partial redemption has been given and prior to such redemption, except for such transfer to a holder who delivers to the Trustee at the time of such transfer a written statement to the effect that such holder acknowledges that such Bond has been called for redemption and the date of such redemption.

The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, except that payment of or on account of either principal, premium, if any, or interest shall be made only to or upon the order of the holder of record as of the Record Date or its duly authorized attorney, but such registration may be

changed as hereinabove provided. All such 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.

By Acceptance Of Any Bond, The Bondholder Agrees That It Will Not Transfer Or Grant Participations In Such Bond In Denominations Of Less Than One Hundred Thousand Dollars ($100,000) During The Variable Rate Period.

So long as the Bonds are held in book-entry form as described in Section 221 hereof, the Issuer shall execute and the Trustee shall authenticate a Bond to be held by the Depository, which (i) shall be denominated in an amount equal to the aggregate principal amount of Bonds to be held by the Depository (provided that, unless such Bond is being issued on the Issue Date, the Trustee has received a like aggregate principal amount of Bonds for transfer in accordance with this Section 213), (ii) shall be registered in the name of the Depository or its nominee in accordance with this Section 213, (iii) shall be delivered by the Trustee to the Depository or pursuant to the Depository's instructions, and (iv) shall bear a legend substantially to the effect that unless the Bond is presented by an authorized representative of the Depository to the Issuer or its agent for registration of transfer, exchange or payment, any transfer, exchange, pledge or other use for value or otherwise is wrongful.

All Bonds issued upon any transfer or exchange of Bonds shall be valid and binding limited obligations of the Issuer, evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Bonds surrendered upon such transfer or exchange.

In executing any Bond upon any exchange or transfer provided for in this section, the Issuer may rely conclusively on a representation of the Trustee that such execution is required.

Section 214. Replacement Bonds.

The Issuer shall execute and the Trustee shall authenticate and deliver Replacement Bonds to replace (i) Series 1995 Bonds outstanding upon conversion of the interest rate on the Series 1995 Bonds to the Fixed Rate pursuant to Section 204, in which case such Replacement Bonds shall be in substantially the form of Series 1995 Bond attached hereto as (Sub)Exhibit D, provided that Series 1995 Bonds which have been retained by the holders thereof upon such conversion pursuant to Section 205(c) hereof shall be replaced only upon due presentment and surrender of such Series 1995 Bonds to the Trustee, and (ii) Series 1995 Bonds purchased on an Optional Tender Date or a Mandatory Purchase Date pursuant to Section 205(f) hereof, in which case such Replacement Bonds shall be in substantially the form of Series 1995 Bond attached hereto as (Sub)Exhibit C and containing such terms and provisions as are applicable to the Series 1995 Bonds

following the Optional Tender Date or the Mandatory Purchase Date, as the case may be, and having excised therefrom the terms and provisions which are not so applicable. Any such Replacement Bond shall be executed and authenticated as provided in this Indenture. The Obligor shall bear all expenses in connection with the preparation and delivery of the Replacement Bonds.

Section 215. Cancellation.

All Bonds which have been surrendered pursuant to Section 212, 213 or 214 of this Indenture or for the purpose of purchase upon tender as provided herein, payment upon maturity or redemption prior to maturity shall be cancelled by the Trustee. All Untendered Bonds shall be deemed cancelled. Upon final maturity or payment in full of all Bonds, the Trustee shall cancel all Bonds held as inventory.

Section 216. Ratably Secured.

All Bonds, except for Untendered Bonds, issued hereunder are and are to be, to the extent provided in this Indenture (except that the Letter of Credit shall only secure the Series 1995 Bonds), equally and ratably secured by this Indenture without preference, priority or distinction on account of the actual time or times of the authentication or delivery or maturity of the Bonds so that, subject as aforesaid all Bonds at any time outstanding hereunder shall have the same right, lien and preference under and by virtue of this Indenture and shall all be equally and ratably secured hereby with like effect as if they had all been executed, authenticated and delivered simultaneously on the date hereof, whether the same, or any of them, shall actually be disposed of at such date, or whether they, or any of them, shall be disposed of at some future date. Notwithstanding the foregoing, any Bond which is registered in the name of the Obligor or held by the Bank pursuant to the Pledge Agreement shall not be entitled to any benefit of the Letter of Credit.

Section 217. Redemption Of Series 1995 Bonds.

The Series 1995 Bonds shall be subject to redemption prior to maturity as follows:

(a) Optional Redemption. On or prior to the Conversion Date, the Series 1995 Bonds are subject to redemption by the Issuer, at the option of the Obligor, at any time upon the giving of notice pursuant to Section 219 hereof, in whole or in part in multiples of One Hundred Thousand Dollars ($100,000), at the redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. Unless sufficient Eligible Funds are on deposit in the Bond Fund for such

optional redemption, any such redemption shall be subject to the prior written consent of the Bank.

After the Conversion Date, the Series 1995 Bonds are subject to redemption by the Issuer, at the option of the Obligor, but subject to the receipt by the Trustee of the written consent of the Bank (unless sufficient Eligible Funds are on deposit in the Bond Fund), on or after the First Optional Redemption Date, in whole at any time or in part in multiples of Five Thousand Dollars ($5,000) on any Interest Payment Date for which notice can be given pursuant to Section 219 hereof, at the redemption prices (expressed as percentages of principal amount) as set forth in the following table plus accrued interest to the redemption date:

Length Of Period From The Interest Payment Date Immediately Succeeding The Conversion Date To The Maturity Date	Redemption Price As A Percentage Of Principal Amount (Measured From And Including The Interest Payment Date Immediately Succeeding The Conversion Date)	Call Protection*
greater than 10 years	after 5 five years at 102%, declining ½% per 6 months	5 years
less than or equal to 10 years and greater than 7 years	after 3 three years at 101½%, declining ½% per 6 months	3 years
less than or equal to 7 years and greater than 4 years	after 2 years at 101%, declining ½% per 6 months	2 years
less than or equal to 4 years and greater than 3 years	after 2 years at 100½%, declining ½% per 6 months	2 years

*Length of time (measured from the Interest Payment Date immediately succeeding the Conversion Date) before Bonds may be called.

Length Of Period From The Interest Payment Date Immediately Succeeding The Conversion Date To The Maturity Date	Redemption Price As A Percentage Of Principal Amount (Measured From And Including The Interest Payment Date Immediately Succeeding The Conversion Date)	Call Protection*
less than or equal to 3 years and greater than 2 years	after 1 year at 100½%, declining ½% per 6 months	1 year
less than or equal to 2 years and greater than 1 year	after 1 year at 100%	1 year
less than or equal to 1 year	on or after the second Interest Payment Date during such period at 100%	the portion of such period prior to the second Interest Payment Date therein

(b) Mandatory Redemption. The Series 1995 Bonds shall be called for redemption in the event (1) insurance or condemnation proceeds are deposited in the Bond Fund pursuant to Article VII of the Loan Agreement or (2) of a Determination of Taxability. If called for redemption pursuant to (1) above, the Series 1995 Bonds shall be subject to redemption to the extent of such insurance or condemnation proceeds deposited in the Bond Fund at any time upon the giving of notice pursuant to Section 219 hereof at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. If called pursuant to (2) above, the Series 1995 Bonds shall be subject to redemption by the Issuer in whole at the earliest practicable date for

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*Length of time (measured from the Interest Payment Date immediately succeeding the Conversion Date) before Bonds may be called.

which notice can be given pursuant to Section 219 hereof following a Determination of Taxability at one hundred percent (100%) of the aggregate principal amount of Series 1995 Bonds outstanding plus accrued interest to the redemption date.

(c) Special Mandatory Redemption. In the event that, at least sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect, the Trustee has not been provided with an extension of such Letter of Credit for the applicable period required by Section 3.7 of the Loan Agreement or satisfactory evidence that an Alternate Letter of Credit is to be issued for such period, then the Series 1995 Bonds will be called for special mandatory redemption on the December 1 next preceding the stated expiration date of the then existing Letter of Credit at a redemption price determined as follows: (a) during the Variable Rate Period, the redemption price shall be one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date; and (b) during the Fixed Rate Period, the redemption price shall be the lesser of (i) one hundred three percent (103%) of the principal amount thereof plus accrued interest to the redemption date, or (ii) the redemption price shall be the redemption price which would apply as of the redemption date if the Bonds were optionally redeemed pursuant to Section 217(a).

The Obligor shall have the right to purchase in lieu of redemption all or a portion of the Series 1995 Bonds to be redeemed pursuant to this Section 217(c) by delivering to the Trustee on or prior to the redemption date (a)(i) and Alternate Letter of Credit and all options as required by Section 3.7 of the Loan Agreement or (ii) an extension of the Letter of Credit then in effect for the applicable period required by Section 3.7 of the Loan Agreement, and (b) a written notice specifying the principal amount of Series 1995 Bonds to be so purchased. As and when Series 1995 Bonds to be so purchased by the Obligor are delivered to the Trustee, the Trustee shall pay the purchase price for such Series 1995 Bonds (which shall be equal to the scheduled redemption price) for moneys drawn under the Letter of Credit and shall hold such Series 1995 Bonds as Pledged Bonds until such time as such Series 1995 Bonds are remarketed by the Remarketing Agent pursuant to Section 206 of this Indenture. Provided moneys are on deposit with the Trustee to pay the purchase price of such Series 1995 Bonds on the date fixed for redemption, Series 1995 Bonds to be so purchased by the Obligor which are not delivered to the Trustee on such date shall nonetheless be deemed to have been tendered for purchase of and to have been purchased by the Obligor, which shall thereafter be the owner of such Series 1995 Bonds for all purposes. Series 1995 Bonds so purchased by the Obligor shall not be cancelled on the scheduled redemption date but shall be treated as if tendered for purchase pursuant to Section 205 of this Indenture.

Section 218. Partial Redemption Of Bonds.

If less than all the outstanding Bonds of the same series and maturity shall be called for redemption, the Trustee shall select, or arrange for the selection of, the Bonds of such series and maturity to be redeemed by lot, in such manner as it shall in its discretion determine; provided that any such Bonds selected for redemption shall be in One Hundred Thousand Dollar ($100,000) portions thereof if prior to the Conversion Date and in Five Thousand Dollar ($5,000) portions thereof if on and after the Conversion Date. Notwithstanding the foregoing, Pledged Bonds shall be selected by the Trustee for redemption before any other Series 1995 Bonds are selected for redemption. If there shall be called for redemption less than the principal amount of a Bond, the Issuer shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the holder thereof, in exchange for the unredeemed principal amount of such Bond, at the option of such holder, Bonds in any of the Authorized Denominations.

Section 219. Notice Of Redemption.

Upon receipt by the Trustee of notice from the Issuer, as directed by the Obligor at least forty-five (45) days prior to the redemption date that the Bonds shall be redeemed as provided herein (except for Special Mandatory Redemption or a Mandatory Redemption on a Determination of Taxability, which shall not require any such notice from the Issuer to the Trustee), notice of redemption shall be mailed by the Trustee by certified mail prior to the Conversion Date and thereafter by first class mail at least thirty (30) days but not more than forty-five (45) days before the redemption date to each holder of the Bonds to be redeemed in whole or in part at his last address appearing on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond, or portion thereof with respect to which no such failure or defect has occurred. In addition, the Trustee may give such other notice or notices as may be recommended in releases, letters, pronouncements or other writings of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. No defect in or delay or failure in giving any recommended notice described in the preceding sentence of this Section 219 shall in any manner affect the notice of redemption described in the first sentence of this Section 219. Any notice mailed as provided in this Section 219 shall be conclusively presumed to have been duly given, whether or not the Bondholder receives the notice. All Bonds so called for redemption will cease to bear interest on the Specified Date set for redemption, provided funds for their redemption have been duly deposited with the Trustee and, thereafter, the holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed.

Section 220. Additional Bonds.

The Issuer reserves the right, at the request of the Obligor and with the consent of the Bank, to issue Additional Bonds without limit in one or more series for the purposes set forth in, and subject to Section 12.2 of, the Loan Agreement. All Bonds issued under this Indenture shall be of the same priority and shall be equally and ratably payable from and secured by the Security (except that the Letter of Credit will only secure the Series 1995 Bonds), but the Additional Bonds may bear such dates and interest rates, have maturity dates and redemption dates and prices, and be issued at such prices as shall be approved in writing by the Issuer, the Bank and the Obligor. The Trustee shall, at the request of the Issuer, authenticate and deliver the Additional Bonds as specified in the request, but only upon receipt of:

(1) an indenture supplemental hereto:

(a) establishing the series to be issued and providing the terms of the Bonds thereof;

(b) authorizing the execution and delivery of the Bonds to be issued;

(c) stating the purpose of the issue;

(d) if the purpose is refunding, authorizing the payment and redemption of the Bonds to be refunded; and

(e) setting forth any other matters relating to the issuance of the Additional Bonds or the purpose for which they are to be issued;

(2) a Certificate of the Obligor:

(a) stating that no Event of Default under the Loan Agreement has occurred and is continuing; and

(b) if the purpose is refunding, stating (i) that notice of redemption of the Bonds to be refunded has been duly given or that provision has been made therefor and (ii) that the proceeds of the issue plus any other amounts stated to be available for the purpose will be sufficient to pay the principal of such Bonds at maturity or the redemption price (including premium) on the applicable redemption date, plus interest accrued to such date or dates together with all other costs and expenses related to the refunding;

(3) an executed counterpart of any amendment or supplement to the Loan Agreement not previously delivered;

(4) an additional Promissory Note with respect to the Additional Bonds;

(5) the proceeds of the sale of the Additional Bonds;

(6) an opinion of Bond Counsel to the effect that:

(a) the purpose of the issue is one for which Bonds may be issued under this section and the Bond Ordinance;

(b) all conditions prescribed herein as precedent to the issuance have been fulfilled;

(c) the Additional Bonds have been validly authorized and executed and, when authenticated and delivered pursuant to the request of the Issuer, will be valid obligations of the Issuer entitled to the benefit of the trust created hereby; and

(d) the issuance of such Additional Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds then outstanding;

(7) an opinion of Counsel for the Obligor that the Loan Agreement, including any amendment thereto, and the additional Promissory Note have been duly authorized, executed and delivered and are valid and binding obligations of the Obligor; and

(8) such other documents, opinions of Counsel and certificates as the Trustee may request.

Upon the adoption, execution and delivery in each instance of appropriate supplements to the Indenture and to the Loan Agreement, the Issuer shall execute and deliver to the Trustee, and the Trustee, upon the written order of the Issuer, shall authenticate and deliver such Additional Bonds to the purchaser or purchasers as directed by the Issuer.

Section 221. Book-Entry Only Registration Of The Bonds.

(a) Except as provided in subparagraph (c) of this Section 221, the Registered Owner of all of the Bonds shall be, and the Bonds shall be registered in the name of, Cede and Co. ("Cede"), as nominee of the Depository. Payment of interest on any Bond, as applicable, shall be made in accordance herewith for the account of Cede on each Interest Payment Date at the address indicated for Cede in the registry books of the Issuer kept by the Trustee.

(b) The Bonds shall be initially issued in the form of a single fully registered Bond in the aggregate principal amount of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registry books of the Issuer kept by the Trustee in the name of Cede, as nominee of the Depository. With respect to the Bonds so registered in the name of Cede, the Issuer, the Obligor, the Bank and the Trustee, shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, Cede or any Depository participant or any nominee of a beneficial owner with respect to any beneficial ownership interferes in the Bonds, (ii) the delivery to any Depository participant, beneficial owner or other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Depository participant, beneficial owner or other person, other than Cede, as nominee of the Depository, of any amount with respect to the principal, purchase price or redemption price of, or interest on, the Bonds. The Issuer, the Obligor, the Bank and the Trustee may treat and deem Cede, as nominee of the Depository, as the absolute owner of each Bond for all purposes whatsoever, including (but not limited to) (i) payment of the principal, purchase price or redemption price of, and interest on, each such Bond, (ii) giving notices of redemption and other matters with respect to such Bonds and (iii) registering transfers with respect to such Bonds. The Trustee shall pay the principal, purchase price or redemption price of, and interest on, all Bonds only to or upon the order of Cede, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to such principal, purchase price, redemption price and interest, to the extent of the sum or sums so paid. So long as the Bonds are book-entry-only, no person other than the Depository shall receive a Bond evidencing the obligation of the Issuer to make payments of principal of and interest on, the Bonds pursuant to the Indenture. Upon delivery by the Depository to the Trustee of written notice to the effect that the Depository has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of the Indenture, the word "Cede" herein shall refer to such new nominee of the Depository; provided that, notwithstanding any provision of the Indenture to the contrary, until the termination of the book-entry-only system, the Bonds may be transferred in whole, but not in part, only to a nominee of the Depository, or by a nominee of the Depository to the Depository or any nominee thereof.

(c) (1) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving not less than thirty (30) days prior written notice to the Issuer, the Obligor and the Trustee and discharging its responsibilities with respect thereto under applicable law.

(2) The Issuer, at the sole discretion and direction of the Obligor and without the consent of any other person, may terminate the services of the Depository with respect to the Bonds if the Obligor determines that the continuation of the system of book-entry-only transfers through the

Depository is not in the best interests of the beneficial owners of the Bonds or is burdensome to the Issuer or the Obligor.

(3) Upon the termination of the services of the Depository with respect to the Bonds pursuant to subsection (c)(1) or (2) hereof the Bonds shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede as nominee of the Depository. In such event, the Issuer shall issue and the Trustee shall transfer and exchange Bond certificates of like principal amount, in authorized denominations to the Depository participants or the identifiable beneficial owners (as identified by the Depository or the Depository participants) in replacement of such beneficial owners' beneficial interests in the Bonds. Notwithstanding the preceding sentence, if the Obligor designates a successor Depository, the Issuer shall issue and the Trustee shall transfer and exchange a Bond certificate, in such name as is directed by the successor Depository, in the amount of Bonds then Outstanding and the Trustee shall take such other action as is necessary so that the beneficial ownership interests of the beneficial owners are properly reflected on the records of the successor Depository and its participants. In such event, references herein to "Cede" shall be deemed to refer to the successor Depository, or its nominee, as the context requires.

(d) The Issuer, the Trustee and the Remarketing Agent may conclusively rely on (A) a certificate of the Depository as to the identity of the participants in the book-entry system, and (B) a certificate of such participants as to the identity of, and the respective principal amounts of Bonds beneficially owned by, the Beneficial Owners.

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

(f) Notwithstanding anything in this Indenture to the contrary, the Issuer and the Trustee hereby agree as follows with respect to the Bonds, if and to the extent any Bond is registered in the name of Cede as nominee of the Depository: (i) the Trustee shall give the Depository all special notices required by the Letter of Representations at the times, in the forms and by the means required by the Letter of Representations; (ii) the Trustee shall make payments to Cede at the times and by the means specified in the Letter of Representations; (iii) Cede shall not be required to surrender Bonds which have been partially paid or prepaid to the extent permitted by the Letter of Representations; and (iv) the Trustee shall set a special record date (and shall notify the registered owners of the Bonds thereof in writing) prior to soliciting any Bondholder consent or vote, such notice to be given not less than fifteen (15) calendar days prior to such record date (any Bond

transferred by a registered owner subsequent to the establishment of the special record date and prior to obtaining such consent or vote shall have attached to it a copy of the notice to Bondholders by the Trustee).

Section 222. C.U.S.I.P. Numbers.

All payments of principal, premium and interest, whether by check or draft or wire transfer, shall be accompanied by the appropriate C.U.S.I.P. number identification with appropriate dollar amounts for each C.U.S.I.P. number.

Article III.

Security.

Section 301. Security.

The Bonds and the interest and any premium thereon shall be a limited obligation of the Issuer as provided in Section 208, and shall be secured by and payable only from the following:

(i) all Loan Repayments received by the Issuer under the Loan Agreement, which Loan Repayments are to be paid directly by the Obligor to the Trustee and deposited in the Bond Fund;

(ii) all moneys in the Bond Fund and the Project Fund, including the proceeds of the Bonds pending disbursement thereof;

(iii) all of the Issuer's rights and interest in the Promissory Note;

(iv) all of the Issuer's rights and interest in the Loan Agreement, except the right to make all determinations and approvals and receive all notices accorded to it under the Loan Agreement and to enforce in its name and for its own benefit the provisions in Sections 3.5, 6.3, 6.4, 8.5 and 10.4 of the Loan Agreement with respect to Issuer fees and expenses, and indemnity payments as the interests of the Issuer and related persons shall appear; and

(v) all of the proceeds of the foregoing, including without limitation investments thereof.

The foregoing are collectively the "Security", and in consideration of the purchase of the Bonds and to secure payment of the principal of, premium, if any, and interest on the Bonds and any other cost or pecuniary liability of

the Issuer relating to the Bonds or any proceeding, document or certification incidental to the issuance of the Bonds, and to secure performance and observance of all covenants, terms and conditions upon which the Bonds are to be issued, including without limitation this Indenture, the Issuer, without warranty, pursuant to law hereby conveys, assigns and pledges all of its right, title and interest in, and grants a security interest in, the Security to the Trustee, and its successors and assigns, in trust for the benefit of the Bondholders and for the benefit of the Bank pursuant to the Reimbursement Agreement, and their successors and assigns. For reference purposes, the Letter of Credit shall also be deemed part of the Security for the Series 1995 Bonds.

Section 302. Payment Of Bonds And Performance Of Covenants.

The Issuer shall promptly pay, but only out of the Security, the principal of, premium, if any, and interest on the Bonds at the place, on the dates and in the manner provided in the Bonds. The Issuer shall promptly perform and observe all covenants, undertakings and obligations set forth herein, in the Loan Agreement or the Bonds on its part to be performed or observed. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce against the Obligor or any Person any rights of the Issuer under or arising from the Bonds or the Loan Agreement whether or not the Issuer is in default hereunder or under the Loan Agreement, but the Trustee shall not be deemed to have hereby assumed the obligations of the Issuer under the Loan Agreement, but rather shall have no obligations under the Loan Agreement except as specifically provided therein. The Issuer shall fully cooperate with the Trustee in the enforcement by the Trustee of any such rights. At the request of the Trustee, the Issuer, upon being reasonably indemnified, shall in its name commence legal action or take such other actions as the Trustee shall reasonably request to enforce the rights of the Issuer or the Trustee under or arising from the Bonds or the Loan Agreement.

Section 303. Authority.

The undersigned signatories of the Issuer represent and warrant, to their knowledge, that (i) the Issuer is duly authorized under the Constitution of the State and the Issuer's home rule powers to issue the Bonds, and to execute, deliver and perform the terms of the Loan Agreement and this Indenture; (ii) all action on the part of the Issuer for the issuance of the Bonds and execution and delivery of the Loan Agreement and this Indenture have been duly taken; (iii) the Bonds upon issuance and authentication, and the Loan Agreement and this Indenture upon delivery, shall be valid and enforceable against the Issuer in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights and by general principles of equity; (iv) the Issuer has not heretofore conveyed, assigned, pledged, granted a security

interest in or otherwise disposed of the Security; (v) the Issuer has not received any payments under the Promissory Note and the entire principal balance remains outstanding; (vi) there is no right of set-off, defense or counterclaim to payment or performance of the terms or conditions of the Promissory Note and the Loan Agreement, and (vii) the execution, delivery and performance of the Loan Agreement and this Indenture are not in contravention of law by which the Issuer is bound.

Section 304. No Litigation.

The undersigned signatories of the Issuer represent and warrant that, to their knowledge, (i) no litigation or administrative action of any nature has been served upon the the Issuer for the purpose of restraining or enjoining the issuance or delivery of the Bonds or the execution and delivery of this Indenture or the Loan Agreement or in any manner questioning the proceedings or authority under which they have occurred, or affecting their validity; (ii) no contest is pending as to its existence or authority of its present officers; (iii) no authority or proceeding for the issuance of the Bonds or for the payment or security thereof has been repealed, revoked or rescinded; (iv) no petition seeking to initiate any resolution or other measure affecting the same or the proceedings therefor has been filed; and (v) to the knowledge of the officers of the Issuer executing this Indenture, none of the foregoing actions is threatened.

Section 305. Further Assurances.

The Issuer covenants that it will cooperate to the extent necessary with the Obligor, the Trustee and the Bank in their defenses of the Security against the claims and demands of all Persons, and will do, execute, acknowledge and deliver or cause to be done, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee or the Bank may reasonably require for the better pledging of the Security. The Issuer shall not cause or permit to exist any amendment, modification, supplement, waiver or consent with respect to the Loan Agreement or the Promissory Note without the prior written consent of the Trustee, which consent shall be governed by Article VIII of this Indenture. The Issuer and the Obligor shall promptly furnish the certificate described in Section 701(1) of this Indenture upon the request of the Trustee.

Section 306. No Other Encumbrances.

The Issuer covenants that except as otherwise provided herein and in the Loan Agreement, it will not sell, convey, mortgage, encumber or otherwise dispose of any portion of the Security.

Section 307. No Personal Liability.

No member, alderman, officer, employee or agent of the Issuer or other elected or appointed officials of the Issuer, past, present or future, including any person executing this Indenture or the Bonds, shall be liable personally on the Bonds or subject to any personal liability for any reason relating to the issuance of the Bonds.

Section 308. Letter Of Credit.

(a) Except with respect to Bonds registered in the name of the Obligor or its nominee pursuant to Section 207 (which Bonds shall not be entitled to any benefit of the Letter of Credit): (i) the Trustee shall draw moneys under the Letter of Credit to the extent available in accordance with the terms thereof to the extent necessary to make timely payments of principal and interest on the Series 1995 Bonds to the extent other Eligible Funds are not available which are to be used to effect such payment, all as contemplated by Section 401, (ii) the Trustee shall draw moneys under the Letter of Credit to the extent available in accordance with the terms thereof on each date on which Series 1995 Bonds are to be purchased hereunder to effect the purchase of Series 1995 Bonds (or portions thereof in Authorized Denominations) required on such dates, except, in the case of each such date, to the extent of remarketing proceeds which are available as contemplated by clause (i) of Section 205(f) and Section 206(a) and (iii) upon the occurrence of an Event of Default specified in Section 601(f) or (h) or upon declaration of acceleration of the Series 1995 Bonds pursuant to any other Event of Default, the Trustee shall immediately draw on the Letter of Credit to the extent available in an amount equal to the full unpaid principal and accrued interest on the Series 1995 Bonds to the extent other Eligible Funds are not available therefor. Notwithstanding any provision to the contrary which may be contained in this Indenture, (i) in computing the amount to be drawn under the Letter of Credit on account of the payment of the principal or Purchase Price of, or interest on the Series 1995 Bonds, the Trustee shall exclude any such amounts in respect of any Bonds which are Pledged Bonds on the date such payment is due, and (ii) amounts drawn by the Trustee under the Letter of Credit shall not be applied to the payment of the principal or Purchase Price of, or interest on, any Bonds which are Pledged Bonds on the date such payment is due.

(b) Upon any redemption or defeasance of any Series 1995 Bonds or upon cancellation of any Series 1995 Bonds upon purchase thereof as contemplated by Section 207, the Trustee shall send notice to the Bank to reduce the amounts available to be drawn on the Letter of Credit.

(c) The Trustee shall promptly surrender the Letter of Credit to the Bank for cancellation upon discharge of this Indenture pursuant to Section 501 or following the effective date of an Alternate Letter of Credit (or, if such

Alternate Letter of Credit results in a Mandatory Purchase Date, following such Mandatory Purchase Date).

(d) On the effective date of an Alternate Letter of Credit the Trustee shall accept the Alternate Letter of Credit upon satisfaction of the requirements set forth in Section 3.7 of the Loan Agreement and shall give prompt written notice to the Bondholders, the Remarketing Agent and the Bank, which notice shall state the name of the bank issuing the Alternate Letter of Credit and the effective date thereof. In the event that the Trustee does not receive the Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date, such failure shall constitute an Event of Default under Section 601(h) hereunder, and the payment of principal and interest on the Series 1995 Bonds shall be declared due and payable in accordance with the provisions of Section 602 hereof.

Section 309. Required Co-Trustee.

If at any time the Trustee and the Bank are affiliated, the Trustee shall enter into an agreement delegating responsibility for drawing under the Letter of Credit to an institutional co-trustee. Should the Trustee and the Bank at any time cease to be affiliated, or should the Trustee present sufficient evidence, to the satisfaction of the Issuer, that such co-trustee is no longer required, there shall be no requirement for the services of such an institutional co-trustee hereunder.

Section 310. Initial Co-Trustee.

(a) Pursuant to Section 309 hereof, the Trustee hereby appoints Seaway National Bank, Chicago, Illinois, as co-trustee hereunder for the purpose of drawing under the Letter of Credit and acting as successor trustee under those circumstances set forth in the Co-Trustee Agreement. The Trustee and the Co-Trustee shall enter into the Co-Trustee Agreement specifying the allocation of responsibility between them. The Trustee shall cooperate with and provide any necessary information or documentation to assist the Co-Trustee in the timely performance of its duties hereunder, but shall have no right or power to direct the Co-Trustee to perform its duties hereunder other than in strict conformance with the terms hereof. The Trustee shall verify the timely performance of the duties of the Co-Trustee hereunder, and (i) if the Trustee determines that the Co-Trustee has failed to timely perform any of its duties hereunder, the Trustee shall use its best efforts to cause the Co-Trustee to correct such nonperformance in a timely manner, and (ii) failing to cause such timely correction, the Trustee shall provide written notice to the Issuer, the Bank, the Remarketing Agent and the Bondholders

of such failure by the Co-Trustee to timely perform its duties hereunder. The Trustee shall have the right, with the prior written consent of the Issuer, to replace the Co-Trustee at any time with another qualified institutional co-trustee.

(b) Neither the Trustee nor the Bank shall be deemed to be an agent of the Co-Trustee for any purpose, and the Co-Trustee shall not be responsible for compliance by the Trustee and the Bank with their respective obligations hereunder and under the Letter of Credit. The Co-Trustee's sole obligation hereunder shall be to draw on the Letter of Credit in accordance with its terms and the terms hereof. The Co-Trustee shall not be responsible for the legality, sufficiency or validity of this Indenture or the Letter of Credit. The Co-Trustee may engage or be interested in any financial or other transaction with the Trustee or the Bank; provided, however, that if the Co-Trustee determines that any such relationship is in conflict with its duties under this Indenture, it shall eliminate the conflict or resign as Co-Trustee hereunder.

(c) The Co-Trustee may resign from its duties hereunder by giving written notice to the Issuer, the Bank, and the Remarketing Agent, and shall so resign whenever it ceases to be qualified to act as Co-Trustee hereunder. Such resignation shall take effect only upon the appointment by the Trustee with the written approval of the Issuer of a successor Co-Trustee. If no successor Co-Trustee is appointed by the Trustee within thirty (30) days after the delivery of such notice, a temporary successor may be appointed by the Issuer. If no successor Co-Trustee or temporary Co-Trustee is appointed within forty-five (45) days after delivery of such notice, the resigning Co-Trustee may petition any court of competent jurisdiction for the appointment of a successor Co-Trustee.

(d) The Co-Trustee may be removed at any time by an instrument or substantially concurrent instruments in writing delivered to the Co-Trustee, the Remarketing Agent, and the Bank and signed by the Issuer, the Trustee, and the Obligor. The Co-Trustee may also be removed at any time by an instrument or substantially concurrent instruments in writing delivered to the Co-Trustee, the Remarketing Agent, the Trustee, the Bank and the Issuer, and signed by the owners of a majority in aggregate principal amount of the Bonds then outstanding. Any such removal shall take effect only upon the appointment of a successor Co-Trustee by the Trustee with the written approval of the Issuer.

Article IV.

Funds.

Section 401. Establishment And Use Of Bond Fund And Current Account.

There is hereby created and established with the Trustee a special fund to be designated "City of Chicago, Illinois Bond Fund -- Groot Industries, Inc. Project -- Series 1995" and within such Fund a special account designated the "Current Account", into which Account all moneys in the Bond Fund shall be deposited and held until such moneys become Eligible Funds. Once any such moneys become Eligible Funds, they shall be withdrawn from the Current Account but kept in the Bond Fund until used pursuant to the terms hereof. There shall be deposited in the Bond Fund (a) any accrued interest received on the sale of the Bonds; (b) all moneys received by the Trustee under the Loan Agreement for deposit in the Bond Fund; (c) all moneys drawn under the Letter of Credit to pay principal of or interest on the Series 1995 Bonds; and (d) any other moneys received by the Trustee with directions for deposit in the Bond Fund.

At all times the Trustee shall maintain adequate books and records relating to the Bond Fund (including any investment income thereon) so that the Trustee may at all times ascertain the date of deposit of the moneys in the Current Account and account for the same on a first in/first out basis and identify all funds therein, which represent Eligible Funds. Moneys received by the Trustee under or pursuant to the Letter of Credit shall not be commingled with other moneys in the Bond Fund.

Moneys in the Bond Fund shall be held in trust first for the Bondholders and then for the Bank subject to the provisions of Section 501 hereof, and, except as otherwise expressly provided herein, shall be used first solely for the payment of the interest on the Bonds and for the payment of principal of and premium, if any, on the Bonds upon maturity, whether stated or accelerated, or mandatory or optional redemption, and then, to the extent of any moneys remaining on deposit therein, for the payment of any amounts owed by the Obligor to the Issuer, the Trustee and and any Co-Trustee and then to the Bank pursuant to the Obligor's reimbursement obligation under the Reimbursement Agreement, provided, however, that any Surplus Bond Proceeds transferred from the Project Fund to the Bond Fund as provided in Section 5.4 of the Loan Agreement may only be used by the Trustee as provided in Section 11.1 of the Loan Agreement.

The Issuer hereby authorizes and directs the Trustee, and the Trustee hereby agrees, to withdraw sufficient funds from the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, only, in the following order of payment:

First: Eligible Funds, other than amounts received by the Trustee in respect to drawings under the Letter of Credit.

Second: Amounts drawn by the Trustee under the Letter of Credit.

Third: Any other amounts (whether or not Eligible Funds) in the Bond Fund.

If a Letter of Representations is then in effect, the Trustee is hereby directed to give notice to the Depository on every Interest Payment Date occurring during a period in which Pledged Bonds are in existence that the Depository is not to pay, and will not be receiving from the Trustee, interest on the Pledged Bonds recorded in the books of the Depository for the account of the Obligor (and identifying the principal amount of such Bonds). Interest on such Pledged Bonds will be paid by the Obligor to the Bank pursuant to the Pledge Agreement.

To the extent that sufficient Eligible Funds in the Bond Fund described under First above are not available to pay in full the principal of, premium, if any, and interest on the Series 1995 Bonds at 1:00 P.M., Chicago, Illinois time, on the Business Day immediately preceding the Business Day when due, whether by maturity, redemption or acceleration, the Trustee shall draw upon the Letter of Credit, as provided in Section 308, on such Business Day in an amount which together with other Eligible Funds available in the Bond Fund under First above is sufficient to make prompt payment of all principal of, premium, if any (but only if the Letter of Credit is amended to cover premium) and interest due on the Series 1995 Bonds on such payment date.

If moneys in the Bond Fund available pursuant to items First and Second are insufficient to make any payment of principal of, premium, if any, or interest on the Bonds, whether due by maturity, acceleration, redemption or otherwise, and if the Letter of Credit no longer is in effect or if the Bank has wrongfully dishonored its obligations with respect to the Letter of Credit, the Trustee, on or after the date such payment is due, shall apply any moneys described in Third above.

After provision is made for the payment or redemption of any Series 1995 Bonds on a given payment date, the Trustee shall pay moneys in the Current Account to the Bank, but only to the extent of any moneys owing under the Reimbursement Agreement.

Any amounts remaining in the Bond Fund after payment in full of the Bonds and all other amounts required to be paid under this Indenture or the Loan Agreement, shall be paid to the Bank, to the extent of any amounts owing under the Reimbursement Agreement, or, if there are no such amounts or obligations of the Obligor existing under the Reimbursement

Agreement as certified in writing by the Bank to the Trustee, to the Obligor upon the expiration or sooner cancellation or termination of the term of the Loan Agreement as provided in the Loan Agreement.

Section 402. Establishment And Use Of Project Fund.

There is hereby created and established with the Trustee a special fund to be designated "City of Chicago Illinois Project Fund -- Groot Industries, Inc. Project -- Series 1995". The proceeds of the Series 1995 Bonds, as described in Section 404 hereof, shall be delivered to the Trustee for deposit into the Project Fund.

Funds in the Project Fund shall be expended and disbursed in accordance with the provisions of the Loan Agreement. While the Obligor is not in default under the Loan Agreement and upon the request of the Trustee, the Issuer covenants and agrees to take all necessary and appropriate action promptly in approving and ordering all disbursements from the Project Fund for which the approval or order of the Issuer is either necessary or desirable.

Section 403. Establishment And Use Of Bond Purchase Fund.

There is hereby established and created with the Trustee a special fund to be designated "City of Chicago, Illinois Bond Purchase Fund -- Groot Industries, Inc. Project -- Series 1995". There shall be deposited in the Bond Purchase Fund (a) all money drawn by the Trustee under the Letter of Credit for the purpose of paying the Purchase Price of Bonds due on any Purchase Date, (b) all payments specified in Section 3.4 of the Loan Agreement, (c) the proceeds of any remarketing of Bonds by the Remarketing Agent, and (d) all other moneys received by the Trustee under or pursuant to this Indenture or the Loan Agreement which are required or directed to be paid into the Bond Purchase Fund. Any moneys deposited in the Bond Purchase Fund which do not constitute Eligible Funds shall be kept in a separate subaccount established by the Trustee and shall not be commingled with any other Eligible Funds which may be deposited into the Bond Purchase Fund.

Moneys in the Bond Purchase Fund shall be held in trust for the Bondholders and, except as otherwise expressly provided herein, shall be used solely for the payment of the Purchase Price of the Series 1995 Bonds required to be purchased by the Trustee on each Optional Tender Date and on the Conversion Date and on the Mandatory Purchase Date.

The Trustee is hereby authorized and directed, and the Trustee hereby agrees, to withdraw as contemplated by Section 205(f)(i) and (ii) by 2:00 P.M., Chicago, Illinois time, on each Optional Tender Date and on the Mandatory Purchase Date and on the Conversion Date, funds from the Bond

Purchase Fund to pay the Purchase Price of Series 1995 Bonds tendered for purchase pursuant to Section 205.

Any amounts remaining in the Bond Purchase Fund after payment in full of the Series 1995 Bonds and all other amounts required to be paid under this Indenture or the Loan Agreement, shall be paid to the Bank, to the extent of any amounts owing under the Reimbursement Agreement or, if there are no such amounts or obligations of the Obligor existing under the Reimbursement Agreement as certified in writing by the Bank to the Trustee, to the Obligor upon the expiration or sooner cancellation or termination of the Loan Agreement as provided in the Loan Agreement.

Section 404. Deposit Of Series 1995 Bond Proceeds.

The proceeds from the sale of the Series 1995 Bonds shall be deposited in the Project Fund.

Section 405. Account Statements.

The Trustee shall cause to be kept and maintained adequate account statements, including receipts and statements of disbursements, deposits and investmetns, pertaining to the Project Fund, Bond Fund and Bond Purchase Fund and all disbursements therefrom. The Trustee shall provide such account statements pertaining to such Funds and the disbursements therefrom to the Issuer, the Bank and the Obligor upon request.

Section 406. Investment Of Project Fund, Bond Fund And Bond Purchase Fund Moneys.

Moneys held as part of the Project Fund, Bond Fund and Bond Purchase Fund shall be invested and reinvested in Permitted Investments in accordance with the provisions of Section 5.3 of the Loan Agreement and only upon receipt of verbal instructions promptly confirmed in writing by the Obligor to the Trustee, provided, however, that any moneys from a drawing under the Letter of Credit shall remain uninvested and any other moneys held by the Trustee in the Bond Fund and in the Bond Purchase Fund may only be invested and reinvested in Government Obligations or Government Obligations Funds. Any Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund and account which was used to purchase the same. All interest accruing thereon and any profit realized from Permitted Investments shall be credited to the respective fund or account and any loss resulting from Permitted Investments shall be similarly charged. At the direction of the Obligor, the Trustee shall cause to be sold and reduced to cash a sufficient amount of Permitted Investments whenever the cash balance is or will be insufficient to make a requested or required disbursement from the Project

Fund. The Trustee shall not be accountable for any depreciation in the value of any Permitted Investment or for any loss resulting from such sale.

Section 407. Arbitrage.

The Issuer recognizes that investment of the Bond proceeds will be at the written direction of the Obligor, but agrees that it will commit no act that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. The Trustee covenants that, while recognizing that investment of Bond proceeds will be at the written direction of the Obligor, should the Issuer file with the Trustee, or should the Trustee otherwise receive, an opinion of Bond Counsel, to the effect that any proposed investment or other use of proceeds of the Bonds would cause the Bonds to become "arbitrage bonds", then the Trustee will comply with any instructions of the Issuer or such Bond Counsel regarding such investment or use so as to prevent the Bonds from becoming "arbitrage bonds". The Trustee shall file a copy of any such opinion of Bond Counsel with the Issuer, the Obligor and the Bank.

Section 408. Establishment And Use Of Bank Reimbursement Fund.

There is hereby created and established with the Trustee a special fund to be designated "City of Chicago, Illinois Bank Reimbursement Fund -- Groot Industries, Inc. -- Series 1995". Proceeds of the remarketing of Series 1995 Bonds which have not been used to pay the Purchase Price of Tendered Bonds shall be deposited in the Bank Reimbursement Fund pursuant to Section 206 hereof and shall be disbursed therefrom pursuant to such section.

Article V.

Discharge Of Lien.

Section 501. Discharge Of Lien And Security Interest.

Subject to the next paragraph, upon payment in full of the Bonds, then these presents and the security interests shall cease, determine and be void, and thereupon the Trustee, upon determining that all conditions precedent to the satisfaction and discharge of this Indenture have been complied with, and upon payment of the Trustee's and Co-Trustee's fees, costs and expenses hereunder, shall cancel and discharge this Indenture and the security interests, execute and deliver to the Issuer and the Obligor such instruments in writing as shall be required to cancel and discharge this Indenture and the security interests, reconvey to the Issuer and the Obligor the Security,

and assign and deliver to the Issuer and the Obligor so much of the Security as may be in its possession or subject to its control, except for moneys and Government Obligations held in the Bond Fund for the purpose of paying Bonds and except for moneys held in the Bond Purchase Fund for the purpose of paying the Purchase Price of the Bonds which have been purchased by the Trustee; provided, however, such cancellation and discharge of this Indenture shall not terminate the powers and rights granted to the Trustee with respect to the payment, transfer and exchange of the Bonds; and provided further, that the rights of the Issuer, the Trustee, the Co-Trustee and the Remarketing Agent to indemnity and payment of all reasonable fees and expenses shall survive.

Notwithstanding any other provision to the contrary in this Indenture and unless otherwise agreed to by the Bank, to the extent that moneys are drawn by the Trustee or Co-Trustee under the Letter of Credit or the Obligor is otherwise indebted to the Bank under the Reimbursement Agreement and the fees, costs and expenses of the Issuer, the Trustee and the Co-Trustee hereunder have been paid, the lien of this Indenture shall not be discharged but the Bank shall be subrogated to such extent to all rights of the Bondholders to enforce the payment of the Series 1995 Bonds from the Security and all other rights of the Bondholders under the Series 1995 Bonds, this Indenture and the Loan Agreement, shall be entitled in its own right upon payment in full of the principal of and interest on the Series 1995 Bonds to exercise all rights of enforcement and remedies set forth in Article VI hereof, and the Bondholders will be deemed paid to the extent of moneys drawn by the Trustee under the Letter of Credit. The Trustee further agrees to sign, execute and deliver all documents or instruments and do all things which may be reasonably required by the Bank in order to effect the Bank's subrogation of rights of enforcement and remedies set forth in Article VI hereof in accordance with the intent of this Article V including without limitation a conveyance and assignment of the Promissory Note to the Bank.

If payment or provision therefor has been made with respect to all the Bonds of any one series, the interest of the Trustee in the Promissory Note in respect of such series shall cease and the Trustee shall, subject to the rights of the Bank set forth in the preceding paragraph including without limitation the right to have an assignment of such Promissory Note, cancel such Promissory Note and return the same to the Obligor. Neither the obligations nor moneys deposited with the Trustee pursuant to this Article V shall be withdrawn or used for any purpose other than, and shall be segregated and held in trust, for the payment of the principal, premium, if any, and interest on said Bonds or for payment to the Bank in accordance with the terms of this Indenture.

Section 502. Provision For Payment Of Bonds During Fixed Rate Period.

During the Fixed Rate Period, Bonds shall be deemed to have been paid within the meaning of Section 501 if:

(a) there shall have been irrevocably deposited in the Bond Fund either:

(i) sufficient moneys constituting Eligible Funds, or

(ii) noncallable Government Obligations purchased with Eligible Funds, of such maturities and interest payment dates and bearing such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), be sufficient together with any moneys referred to in subsection (i) above, for the payment at their respective maturities or redemption dates prior to maturity, of the principal thereof and the redemption premium (if any) and interest to accrue thereon to such maturity or redemption dates, as the case may be;

(b) there shall have been paid all fees, costs and expenses of the Issuer, the Trustee, the Co-Trustee and the Remarketing Agent due or to become due or there shall be sufficient moneys in the Bond Fund to make said payments; and

(c) if any Bonds are to be redeemed on any date prior to their maturity, the Trustee shall have received in form satisfactory to it irrevocable instructions to redeem such Bonds on such date and either evidence satisfactory to the Trustee that all redemption notices required by this Indenture have been given or irrevocable power authorizing the Trustee to give such redemption notices.

Limitations elsewhere specified herein regarding the investment of moneys held by the Trustee in the Bond Fund shall not be construed to prevent the depositing and holding in the Bond Fund of the obligations described in the preceding subparagraph (a)(ii) for the purpose of defeasing the lien of this Indenture as to Bonds which have not yet become due and payable. In addition, all moneys so deposited with the Trustee as provided in this Section 502 may also be invested and reinvested, at the direction of the Obligor, in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Trustee pursuant to this Section 502 which is not required for the payment of the Bonds and interest and redemption premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

Section 503. Discharge Of This Indenture.

Notwithstanding the fact that the lien of this Indenture upon the Security may have been discharged and cancelled in accordance with Section 501, this Indenture and the rights granted and duties imposed hereby, to the extent not inconsistent with the fact that the lien upon the Security may have been discharged and cancelled, shall nevertheless continue and subsist after payment in full of the Bonds and all of the Obligor's obligations to the Bank under the Reimbursement Agreement until the Trustee shall have returned to the Obligor all funds held by the Trustee in the Bond Fund, Project Fund and the Bond Purchase Fund pursuant to Sections 401, 402 and 403 of this Indenture.

Article VI.

Default Provisions And Remedies.

Section 601. Events Of Default.

Any one of the following shall constitute an Event of Default hereunder:

(a) default in the payment of any interest on any Bond when and as the same shall have become due;

(b) default in the payment of the principal of or any premium on any Bond when and as the same shall become due, whether at the stated maturity or redemption date thereof or by acceleration;

(c) default in the payment of the Purchase Price of any Bond required to be purchased hereunder when and as the same shall become due;

(d) default in the observance or performance of any other of the covenants, agreements or conditions on the part of the Issuer included in this Indenture or in the Bonds and the continuance thereof for a period of thirty (30) days after written notice to the Issuer, the Bank and the Obligor given by the Trustee;

(e) the occurrence of an Event of Default as defined in the Loan Agreement;

(f) the Trustee shall have received a written notice from the Bank of the occurrence and continuance of an Event of Default as defined in the Reimbursement Agreement;

(g) the Bank shall wrongfully dishonor any draft or other request for payment under the Letter of Credit presented in strict accordance with its terms, the Letter of Credit shall, for any reason, become unavailable to or unenforceable by the Trustee, or the Bank (i) shall generally not pay its debts as they become due, (ii) shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, (iv) shall institute any proceeding or voluntary case (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, (v) shall take any action to authorize any of the actions described above in this subsection (g), or (vi) shall have instituted against it any proceeding (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, and, if each such proceeding is being contested by the Bank in good faith, each such proceeding shall remain undismissed or unstayed for a period of sixty (60) days, and the Obligor shall not have obtained an Alternate Letter of Credit within sixty (60) days after receipt of notice of each such occurrence;

(h) the Obligor shall fail to deliver to the Trustee an Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date, as set forth in Section 205(d)(4) hereof.

Any default described in Section 601(d) hereof may be waived by the Trustee with the consent of the Bank from time to time if the Issuer (or the Obligor, on behalf of the Issuer) is proceeding with all due diligence to cure such default and the Issuer is not otherwise in default hereunder.

Section 602. Acceleration.

Subject to the requirement that the Bank's consent to any acceleration must be obtained in the case of an Event of Default described in subsection (d) or (e) of Section 601 hereof, upon the occurrence of any Event of Default hereunder, the Trustee may and upon (i) the written request of the holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding or (ii) the occurrence of an Event of Default under subsection (f) or (h) of Section 601 hereof, the Trustee shall, by notice in writing sent to the Issuer, declare the principal of and any premium on all

Bonds then Outstanding (if not then due and payable) and the interest accrued thereon to be due and payable immediately, and, upon said declaration, such principal and premium, if any, and interest shall become and be immediately due and payable. Pursuant to such declaration, interest on the Bonds shall accrue to the date of such declaration; provided, however, in the event of a declaration resulting from an Event of Default under subsection (h) of Section 601 hereof, interest on the Bonds shall accrue to the earlier of (A) the fifteenth (15th) day following such declaration or (B) the stated expiration date of the Letter of Credit. Upon any declaration of acceleration hereunder, the Trustee shall immediately exercise such rights as it may have under the Loan Agreement to declare all payments thereunder to be immediately due and payable and, to the extent it has not already done so and to the extent necessary, shall immediately draw upon the Letter of Credit as provided in clause (iii) of Section 308(a).

Immediately following any such declaration of acceleration, the Trustee shall mail notice of such declaration by certified mail prior to the Conversion Date and by first class mail thereafter to each holder of Bonds at his last address appearing on the registration books of the Trustee. Any defect in or failure to give such notice of such declaration shall not affect the validity of such declaration.

Section 603. Other Remedies; Rights Of Bondholders.

Upon the happening and continuance of an Event of Default hereunder the Trustee may, but only with the prior written consent of the Bank, with or without taking action under Section 602 hereof, pursue any available remedy to enforce the performance of or compliance with any other obligation or requirement of this Indenture, the Loan Agreement or the Promissory Note.

Subject to Section 602 hereof and the requirement that the Bank's consent to the exercise by the Trustee of any such available remedy must be obtained, upon the happening and continuance of an Event of Default, and if requested to do so by the holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding and the Trustee is indemnified as provided in Section 701 hereof, the Trustee shall exercise such of the rights and powers conferred by this section and by Section 602 hereof as the Trustee, being advised by Counsel, shall deem most effective to enforce and protect the interests of the Bondholders and, except to the extent inconsistent with the interests of the Bondholders, the Bank.

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

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

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

The Trustee, as the assignee of all right, title and interest of the Issuer in and to the Loan Agreement, shall be empowered to enforce each and every right granted to the Issuer under the Loan Agreement.

Section 604. Right Of Bondholders And Bank To Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, and subject to the rights of the Bank to direct proceedings as provided in Sections 602 and 603, the holders of at least a majority in aggregate principal amount of Bonds then Outstanding shall have the right at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee shall be indemnified to its satisfaction (except for actions required under Section 308 (a)(iii) or Section 602). No Bondholder shall individually, or collectively, except through the Trustee or Co-Trustee, have the right to present a draft to the Bank to collect amounts available under the Letter of Credit.

No Bondholder shall have the right to institute any proceeding for the enforcement of this Indenture unless such Bondholder has given the Trustee and the Obligor written notice of an Event of Default, the holders of a majority in aggregate principal amount of the Bonds then Outstanding shall have requested the Trustee in writing to institute such proceeding, the Trustee shall have been afforded a reasonable opportunity to exercise its powers or to institute such proceeding, and there shall have been offered to the Trustee indemnity and the Trustee shall have thereafter failed or refused to exercise such powers or to institute such proceeding within a reasonable time. Nothing in this Indenture shall affect or impair any right of enforcement conferred on any Bondholder hereof by applicable law to enforce (i) the payment of principal of and premium (if any) and interest on the Bonds at and after the maturity thereof, or (ii) the obligation of the Issuer to pay the principal of and premium (if any) and interest on Bonds to such Bondholder at the time, place, from the source and in the manner as provided in this Indenture.

Section 605. Discontinuance Of Default Proceedings.

Prior to the drawing on the Letter of Credit pursuant to clause (iii) of Section 308(a), in case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Bank and the Trustee shall be restored to their former positions and rights hereunder and all rights, remedies and powers of the Trustee and Bank shall continue as if no such proceedings had been taken subject to the limits of any adverse determination.

Section 606. Waiver.

To the extent not precluded by the applicable law and Section 10.5 of the Loan Agreement, the Trustee, with the consent of the Bank, may waive any default or Event of Default hereunder and its consequences and rescind any declaration of acceleration of maturity of principal, and shall do so upon being indemnified to its satisfaction and upon the written request of the Bank; provided, however, that there shall be no such waiver or rescission unless the Purchase Price and all principal, premium, if any, and interest on the Bonds in arrears together with interest thereon (to the extent permitted by law) at the applicable rate of interest borne by the Bonds and all fees and expenses of the Trustee and the Issuer shall have been paid or provided for. The Trustee may not waive any default or Event of Default hereunder following a draw on the Letter of Credit until the amount available to be drawn thereunder in respect of the Purchase Price of the Bonds (including both principal and interest, if any) and principal and interest on the Bonds has been reinstated in full and the Trustee has received the written consent of the Bank to such waivers and acknowledgement of such reinstatement.

Section 607. Application Of Moneys.

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VI shall be deposited in the Bond Fund and, after payment (out of moneys derived from a source other than the Letter of Credit) of (i) the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities, and advances incurred or made by the Trustee, including reasonable attorneys fees, and all other current outstanding fees and expenses of the Trustee, and (ii) any sums due to the Issuer under the Loan Agreement (other than Loan Repayments), such moneys shall be applied in the order set forth below:

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

First: To the payment of all installments of interest then due on the Bonds and, if the amount available shall not be sufficient to pay in full any particular installment, then to the ratable payment of the amounts due on such installment; and

Second: To the payment of the unpaid principal and premium of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), with interest on such Bonds from the respective dates upon which they became due (at the rate borne by the Bonds, to the extent permitted by law) and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the ratable payment of the amounts due on such date.

(b) If the principal of all the Bonds shall have become or been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority as between principal, premium or interest, installments of interest or Bonds, ratably according to the amounts due respectively for principal, premium and interest to the Persons entitled thereto.

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

Notwithstanding the foregoing, the Trustee shall be obligated to apply moneys received under the Letter of Credit only to principal and interest on the Bonds (except Bonds which are not entitled to any benefit of the Letter of Credit, as contemplated by Section 308). Subject to Section 602 hereof, whenever moneys are to be applied pursuant to this section, the Trustee shall fix the date of declaration of acceleration (which shall be the earliest practical date, in the sole discretion of the Trustee, for which the requisite notice to the Issuer can be given) upon which such application is to be made and upon such date of declaration interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date.

Article VII.

The Trustee, The Co-Trustee And The Remarketing Agent.

Section 701. Appointment.

The Trustee is hereby appointed and does hereby agree to act in such capacity, and to perform the express duties of the Trustee under this Indenture, but only upon and subject to the following express terms and conditions (and no implied covenants or other obligations shall be read into this Indenture against the Trustee):

(a) The Trustee may execute any of its trusts or powers and perform any of its duties herein by or through attorneys, agents, receivers or employees, and shall be entitled to rely on advice of Counsel and other professionals concerning all matters of such trusts, powers and duties. The Trustee shall not be answerable for the default or misconduct of any attorney, agent, receiver or employee selected by it with reasonable care, and may in all cases pay such Persons reasonable compensation. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with its trusts, powers and duties herein, except only for its gross negligence or willful misconduct.

(b) The Trustee shall not be responsible for any recital herein or in the Bonds (other than the Certificate of Authentication), or for the recording, re-recording, filing or re-filing of this Indenture, the Security or any financing statements or continuation statements, or for insuring the Security or the Project or collecting any insurance moneys, or for the validity of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the Security, or for the value or title of the Project or otherwise as to the maintenance of the Security, but the Trustee may require of the Issuer or the Obligor full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the Project. Except as otherwise provided in Sections 308 and 602 hereof, the Trustee shall have no obligation to perform any of the duties of the Issuer under the Loan Agreement, and the Trustee shall not be liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 406 hereof. The Trustee shall have no duty or responsibility to examine or review and shall have no liability for the contents of any documents submitted to or delivered to any Bondholder in the nature of a preliminary or final placement memorandum, official statement, offering circular or similar disclosure document.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder after such Bonds shall have been

delivered in accordance with instructions of the Issuer or for the use by the Obligor of the proceeds of the Loan (as defined in the Loan Agreement). The Trustee may become the owner of Bonds secured hereby with the same rights as any other Bondholder.

(d) The Trustee shall be protected in acting upon opinions of Counsel and upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed to be genuine and correct and to have been signed or sent by an authorized representative of such Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the owner of any Bond (such ownership to be established as provided in the form of the Bond referred to in Section 210 of this Indenture), shall be conclusive and binding upon all future owners or holders of the same Bond and upon Bonds issued in exchange therefor or in place thereof. The Trustee may conclusively rely upon a certificate furnished by the Bank as to amounts owing under the Reimbursement Agreement.

(e) The permissive right of the Trustee to do things enumerated in this Indenture or the Loan Agreement shall not be construed as duties. The Trustee shall only be responsible for the performance of the duties expressly set forth herein and shall not be answerable for other than its gross negligence or willful misconduct in the performance of those express duties.

(f) The Trustee shall not be personally liable for any debts contracted or for damages to Persons or to personal property injured or damaged, or for salaries or non-fulfillment of contracts, relating to the Project.

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

(h) Before taking any action requested hereunder (except for acceleration of the Bonds as required by Section 602 and for drawing on the Letter of Credit as required by Section 308(a)), the Trustee may require satisfactory security or indemnity bond for the reimbursement of all fees and expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its own gross negligence or willful misconduct by reason of any action so taken.

(i) Before taking any action requested by the Bondholder or Bondholders under or pursuant to Article VI or this Article VII, the Trustee may require satisfactory security or indemnity bond from such Bondholder or Bondholders for the reimbursement of all fees and expenses to which it may be put and to protect it against all liability, except liability

which is adjudicated to have resulted from its own gross negligence or willful misconduct by reason of any action so taken.

(j) All moneys received by the Trustee, until used or applied or invested as herein provided, shall be held as special trust funds for the purposes specified in this Indenture and for the benefit and security of the holders of the Bonds and the Bank as herein provided. Such moneys need not be segregated from other funds except to the extent required by law or herein provided, and the Trustee shall not otherwise be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(k) The Trustee shall not be bound to ascertain or inquire as to the performance of the obligations of the Obligor under the Loan Agreement or the Issuer under this Indenture, and shall not be deemed to have, or required to take, notice of a Determination of Taxability or an Event of Default under this Indenture, except (i) in the event of an insufficient amount in the Bond Fund (or any account therein) to make a principal or interest payment on the Bonds, (ii) written notification actually received by the Trustee of a Determination of Taxability from the Obligor, the Issuer or the holder of any Bonds, (iii) written notification actually received by the Trustee of such default by holders of combined holdings of not less than twenty-five percent (25%) of the principal amount of Outstanding Bonds, (iv) written notification actually received by the Trustee from the Bank pursuant to Section 601(f) hereof, or (v) failure by the Obligor to deliver the Alternate Letter of Credit and opinions on or prior to the expiration date of the Letter of Credit then in effect pursuant to Section 601(h) hereof, and in the absence of such notice the Trustee may conclusively presume there is no Determination of Taxability and no Event of Default except as aforesaid. The Trustee may nevertheless require the Issuer and the Obligor to furnish information regarding performance of their obligations under the Loan Agreement and this Indenture, but is not obligated to do so.

(l) The Trustee may request a No Act of Bankruptcy Certificate from the Obligor and Issuer, and the Trustee may conclusively rely upon such certificate as to the matters set forth therein.

(m) The Trustee shall, prior to any Event of Default and after the curing of all Events of Default which may have occurred, perform such duties and only such duties of the Trustee as are specifically set forth in this Indenture and the Loan Agreement. The Trustee shall, during the existence of any Event of Default (which has not been cured), exercise such of the rights and powers vested in it by this Indenture and the Loan Agreement and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. The foregoing shall not limit the Trustee's obligations under Section 308(a)(iii) or Section 602.

(n) In the event that the Trustee receives direction from Bondholders under any section of this Indenture which permits Bondholders to direct the actions of the Trustee, the Trustee shall only be required to act pursuant to the direction of the Bondholders which represent the largest percentage in aggregate principal amount of the Outstanding Bonds at the time such direction is issued to the Trustee (the "Majority Direction"). The Trustee may act pursuant to other directions of Bondholders to the extent that such direction is not inconsistent with the Majority Direction. The Trustee shall not be liable for a failure to act upon any direction except the Majority Direction when acting pursuant to this Section 701(n). Nothing in this Section 701(n) shall be construed to modify or amend any section which requires a minimum number of Bondholders to direct the Trustee to take certain action before the taking of such action by the Trustee becomes mandatory.

Section 702. Fees, Expenses.

The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefore, and to reimbursement for reasonable extraordinary expenses in connection therewith; provided, that if such extraordinary services, or extraordinary expenses are occasioned by the gross negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore.

The Trustee and Co-Trustee shall also be indemnified by the Obligor as provided in the Loan Agreement. The Trustee recognizes that all fees, charges and other compensations to which it may be entitled under the provisions of this Indenture are required to be paid by the Obligor under the terms of the Loan Agreement or from funds derived from the Project or from the proceeds of the Bonds and accordingly, the Trustee agrees that except for moneys that the Issuer may derive from the foregoing (excluding, however, the moneys for the issuance fee, administrative costs, taxes and other public service charges and indemnity under Sections 3.3, 3.5, 6.2, 6.4, 8.5 and 10.4 of the Loan Agreement) the Issuer shall not be liable for any such fees, charges and other compensation to which the Trustee and the Remarketing Agent may be entitled. Payment of all such amounts shall, however, be secured by the Security (except the Letter of Credit and any moneys on deposit with the Trustee which are being held in the Bank Reimbursement Fund or for the purpose of paying to Bondholders principal or Purchase Price of, premium, if any, or interest which has previously become payable with respect to the Bonds) as set forth herein.

As security for the payment of the Trustee's and Co-Trustee's fees, costs and expenses and for the indemnity provided in this Section 702, the Trustee shall have a first lien on all moneys and property coming into its possession (except for any moneys on deposit with the Trustee which are being held in the Bank Reimbursement Fund or for the purpose of paying to Bondholders principal or Purchase Price of, premiums, if any, or interest which has previously become payable with respect to the Bonds).

When the Trustee or Co-Trustee incurs expenses or renders services after the occurrence of an Act of Bankruptcy with respect to the Issuer or the Obligor, the expenses and the compensation for the services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

The Obligor's payment obligations under this section shall survive the discharge of this Indenture, and shall not be limited by any law affecting the compensation of a trustee of an express trust.

Section 703. Intervention In Litigation.

In any judicial proceedings to which the Issuer is a party, the Trustee may intervene on behalf of Bondholders, and shall intervene if requested in writing by the holders of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding.

Section 704. Resignation.

The Trustee and any successor Trustee may resign only upon giving sixty (60) days prior written notice to the Issuer, the Bank, the Obligor and to each registered owner of Bonds then Outstanding as shown on the records of the Trustee. Such resignation shall take effect only upon the appointment of a successor Trustee by the Issuer with the written consent of the Obligor and the Bank and the acceptance of such appointment by the successor Trustee. If no successor is appointed within sixty (60) days after the notice of resignation, the resigning party may appoint a successor or petition a court to appoint a successor. Upon appointment of a successor Trustee, the resigning Trustee shall, after payment of its fees, costs and expenses, assign all of its right, title and interest in the Security, and transfer and assign its right, title and interest in the Indenture and the Letter of Credit, pursuant to the terms of the Letter of Credit, to the successor Trustee. The successor Trustee shall be a national banking association or a bank or trust company organized under the laws of the United States of America or any state of the United States, having a combined capital stock, surplus and undivided profits aggregating at least Fifty Million Dollars ($50,000,000) and shall accept in writing its duties and responsibilities hereunder and such writing shall be filed with the Issuer, the Bank and the Obligor.

Section 705. Removal Of Trustee.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the Bank, the Issuer and the Obligor and signed by the owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) delivered to the Trustee and the Issuer and signed by the Obligor and the Bank, provided that if an Event of Default shall have occurred and be continuing hereunder, the Trustee may not be removed without the consent of the owners of a majority in aggregate principal amount of the Bonds then Outstanding. No removal of the Trustee and no appointment of a successor Trustee shall become effective until the successor Trustee has accepted its appointment under Section 704. Upon such removal and the payment of its fees, costs and expenses, the Trustee shall assign to the successor Trustee all of its right, title and interest in the Security in the same manner as provided in Section 704 hereof, and transfer and assign its right, title and interest in the Letter of Credit pursuant to the terms of the Letter of Credit.

Section 706. Appointment Of Alternate Paying Agents.

The Issuer, with the approval of the Obligor and the Trustee, may designate alternate paying agents which are national banking associations or banks or trust companies organized under the laws of the United States of America or any state of the United States, having a combined capital stock, surplus and undivided profits aggregating at least Fifty Million Dollars ($50,000,000) and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties normally imposed on paying agents by this Indenture. In such event, arrangements shall be made through the Trustee whereby funds will be made available for the payment of such of the Bonds as are presented to such alternate paying agent or agents when due.

Section 707. Resignation Or Removal Of Alternate Paying Agents; Successors.

Any alternate paying 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 Issuer, the Obligor, the Bank and the Trustee. Any alternate paying agent may be removed at any time by an instrument filed with such paying agent and the Trustee and signed by the Obligor. In the event of the resignation or removal of any alternate paying agent, such paying agent shall pay over, assign and deliver any moneys held by it as alternate paying agent to its successors, or if there is no successor, to the Trustee.

Section 708. Instruments Of Bondholders.

Any instrument required by this Indenture to be executed by Bondholders may be in any number of writings of similar tenor and may be executed by Bondholders in person or by an agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent shall be sufficient for any of the purposes of this Indenture if it is established by a certificate of any officer in any jurisdiction who by law has power to take acknowledgements within such jurisdiction that the person signing such writing acknowledged before him the execution thereof. Proof of the ownership of Bonds shall be established by the ownership records noted in the registration books of the Issuer maintained by the Trustee.

The Trustee may rely on such an instrument of Bondholders unless and until the Trustee receives notice in the form specified above that the original such instrument is no longer trustworthy. In the event that the Trustee shall receive conflicting directions from two (2) groups of Bondholders, each with combined holdings of not less than twenty-five percent (25%) of the principal amount of Outstanding Bonds, the directions given by the group of Bondholders which hold the largest percentage of Bonds shall be controlling and the Trustee shall follow such directions as elsewhere required herein.

Section 709. Power To Appoint Co-Trustees.

In addition to the requirement of a Co-Trustee and the Initial Co-Trustee as set forth in Sections 309 and 310 above, at any time or times, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Project may at the time be located, the Issuer and the Trustee, with the written consent of the Bank, shall have power to appoint, and, upon the request of the Trustee or of the holders of not less than a majority of the aggregate principal amount of the Bonds then Outstanding, the Issuer shall, with the written consent of the Bank, for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint one or more Persons approved by the Trustee either to act as additional co-trustee or co-trustees, jointly with the Trustee of all or any part of the Project, or to act as separate trustee or separate co-trustees of all or any part of the Project, and to vest in such Person or Persons, in such capacity, such title to the Project or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer and the Trustee may consider necessary or desirable, subject to the remaining provisions of this section.

Other than as set forth in Sections 309 and 310 above, the Bank shall not be required to honor a draft on the Letter of Credit from a co-trustee unless the Trustee has transferred and assigned to such co-trustee its right, title and interest in the Letter of Credit in accordance with the terms of the Letter of Credit.

If the Issuer shall have not joined in such appointment within thirty (30) days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustee alone shall have the power to make such appointment.

The Issuer shall execute, acknowledge and deliver all such instruments as may be required by any such co-trustee or separate trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such co-trustee or separate trustee.

Every co-trustee or separate trustee shall, to the extent permitted by law or any applicable contract, be appointed subject to the following terms, namely:

(a) This Indenture shall become effective once the Bonds shall be authenticated and delivered, and thereupon the Trustee shall have all rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of the custody, control or management of moneys, papers, securities and other personal property.

(b) Other than as set forth in Sections 309 and 310 above, all rights, powers, trusts, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and such co-trustee or co-trustees, or separate trustee or separate trustees, as shall be provided in the instrument appointing such co-trustee or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

(c) Other than as set forth in Sections 309 and 310 above, any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking, or the refraining from taking, of such action by such co-trustee or separate trustee.

(d) Other than as set forth in Sections 309 and 310 above, any co-trustee or separate trustee to the extent permitted by law may delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(e) Other than as set forth in Sections 309 and 310 above, the Trustee at any time, by an instrument in writing, with the concurrence of the Issuer evidenced by a resolution, or ordinance, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section 709, and, in case an Event of Default shall have occurred and be

continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Issuer. Upon the request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section 709.

(f) No Trustee hereunder shall be personally liable by reason of any act or omission of any other Trustee hereunder.

(g) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing executed by any Bondholder and delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee.

(h) Any moneys, papers, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, it or he shall be vested with the security interest in the Security and with such rights, powers, duties, trusts or obligations, as shall be specified in the instrument of appointment jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee.

In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the security interest in the Security and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the same manner as provided for with respect to the appointment of a successor Trustee pursuant to Section 704 hereof.

Section 710. Filing Of Financing Statements.

From time to time the Obligor or the Trustee at the request of the Obligor shall file or record or cause to be filed or recorded all Financing Statements which are required to be filed or recorded in order fully to protect and preserve the security interests and the priority thereof and the rights and powers of the Trustee in connection therewith, including without limitation all continuation statements for the purpose of continuing without lapse the effectiveness of (i) those Financing Statements which shall have been filed at or prior to the issuance of the Bonds in connection with the security for the

Bonds pursuant to the authority of the U.C.C., and (ii) any previously filed continuation statements which shall have been filed as herein required. The Issuer shall sign all such Financing Statements as may be required for the purposes specified in the preceding sentence. The Obligor shall pay any costs for such filings incurred by the Trustee.

Section 711. Remarketing Agent.

At the request of the Obligor, NBD Bank, N.A., is hereby appointed as the initial Remarketing Agent. The Obligor, with the consent of the Bank, which consent shall not be unreasonably withheld, shall appoint any successor Remarketing Agent for the Bonds, subject to the conditions set forth in Section 712. Any Remarketing Agent shall designate to the Issuer and the Trustee its principal office for purposes hereof, which shall be the office of such Remarketing Agent at which all notices and other communications in connection herewith may be delivered to it, and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Obligor, the Trustee and the Bank under which such Remarketing Agent will agree particularly to (i) perform its obligations under Section 203 with respect to the determination of the Variable Rate and the Fixed Rate, (ii) perform its obligations under Section 206 with respect to any Bond delivered or deemed to have been delivered to the Trustee as tender agent for purchase pursuant to Section 205, and (iii) keep books and records with respect to all its activities hereunder available for inspection by the Issuer, the Trustee, the Obligor and the Bank at all reasonable times.

Section 712. Qualifications Of Remarketing Agent; Resignation; Removal.

The Remarketing Agent shall be a financial institution or corporation with the ability to perform all the duties imposed upon it by this Indenture. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least thirty (30) days notice to the Issuer, the Obligor, the Trustee and the Bank. The Remarketing Agent may be removed at any time, without cause, upon at least thirty (30) days written notice to the Remarketing Agent, at the direction of the Obligor, by an instrument signed by the Obligor and filed with the Remarketing Agent, the Trustee, the Issuer and the Bank. In no event shall the resignation or removal of the Remarketing Agent be effective until a qualified successor has accepted appointment as such.

In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any moneys and Bonds held by it in such capacity to its successor. Upon the resignation or removal of the Remarketing Agent, the Obligor, with the written consent of the Bank, which consent shall not be unreasonably withheld, shall appoint a

successor Remarketing Agent. The Bank may appoint a successor Remarketing Agent if the Obligor fails to do so within thirty (30) days after the resignation or removal of the prior Remarketing Agent.

Section 713. Trustee As Custodian Of The Funds, Bond Registrar, Paying Agent And Tender Agent.

The Trustee, so long as it is Trustee, shall be custodian of the funds, bond registrar and paying agent for principal of and premium (if any) and interest on the Series 1995 Bonds. The Trustee, so long as it is Trustee, shall be tender agent for the Series 1995 Bonds as provided in Article II hereof. The Trustee hereby agrees that in performing its duties as tender agent referred to in Article II hereof that it is acting as the agent and representative of the Obligor and the Bondholders and not the agent or representative of the Issuer.

Section 714. Several Capacities.

Anything in this Indenture to the contrary notwithstanding, the same entity may serve hereunder as the Bank, the Trustee and the Remarketing Agent and in any other combination of such capacities, to the extent not prohibited by law, except the Bank and the Trustee may not be the same entity during the Fixed Rate Period. Notwithstanding the foregoing, if at any time the same entity or affiliated entities is or are serving as both the Bank and the Trustee and a situation arises where there is a conflict of interest in such entity or entities serving in both capacities, the Trustee shall resign or appoint a co-trustee as set forth in Section 310 above.

Section 715. Representations, Warranties And Covenants Of The Trustee.

The Trustee represents, warrants and covenants as follows:

(a) All federal, state and local governmental, public, and regulatory authority approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings that are required to have been obtained or made by Trustee with respect to the authorization, execution, delivery, and performance by, or the enforcement against or by, the Trustee of the Indenture have been obtained and are in full force and effect and all conditions of such approvals, consents, notices, authorizations, registrations, licenses, exemptions and filings have been fully complied with.

(b) The Trustee has a combined capital and surplus base of at least Fifty Million Dollars ($50,000,000). The Trustee has an operations group of at least four (4) experienced trust officers, with primary responsibility for

municipal bond issues and the Trustee administers at least twenty-five (25) municipal bond indentures aggregating at least Twenty-five Million Dollars ($25,000,000) under its administration.

Article VIII.

Amendments, Supplemental Indentures.

Section 801. Supplemental Indentures.

The Issuer and the Trustee, with the consent of the Bank but without the consent of or notice to any Bondholders, may enter into an indenture or indentures supplemental to this Indenture and not inconsistent herewith for one or more of the following purposes:

(a) to cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental indenture which may be defective or inconsistent with any provision contained herein or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under this Indenture which shall not adversely affect the interest of the Bondholders or the Bank;

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

(c) to grant or pledge to the Trustee for the benefit of Bondholders and the Bank any additional security other than that granted or pledged under this Indenture;

(d) to modify, amend or supplement this Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute then in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States;

(e) to appoint a successor Trustee, separate trustees or co-trustees in the manner provided in Article VII or Sections 309 and 310 hereof;

(f) to provide for the issuance of Additional Bonds;

(g) to obtain a rating on the Series 1995 Bonds from a national rating service; and

(h) to make any other change which, in the judgment of the Trustee acting in reliance upon an opinion of counsel, is not to the prejudice of the Trustee or the Bondholders.

When requested by the Issuer or the Obligor, and upon receipt of an opinion of Bond Counsel to the effect that all conditions precedent under this Indenture have been met, the Trustee shall join the Issuer in the execution of any such supplemental indenture. A copy of all such supplemental indentures shall be promptly furnished to the Bank and the Obligor.

Section 802. Amendments To Indenture; Consent Of Bondholders, The Bank And The Obligor.

Exclusive of supplemental indentures covered by Section 801 and subject to the terms and provisions contained in this Section 802, and not otherwise, the holders of not less than a majority of the aggregate principal amount of the Bonds then Outstanding and affected by such indenture or indentures supplemental hereto, with the consent of the Bank, shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and direct the execution by the Trustee of such other indenture or indentures supplemental hereto as shall be consented to by the Issuer, which consent shall not be unreasonably withheld, for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this section contained shall permit, or be construed as permitting (a) without the consent of the holders of all Bonds then Outstanding (i) an extension of the maturity of the principal of, or the mandatory redemption date of, or interest on, any Bond, (ii) a reduction in the principal amount of, or the premium or the rate of interest on, any Bond, (iii) a preference or priority of any Bond or Bonds over any other Bond or Bonds, (iv) the creation of a lien prior to the lien of this Indenture, (v) a reduction in the aggregate principal amount of the Bonds required for consent to any supplemental indenture, or (vi) a modification or change which impairs the ability of a Bondholder to tender Series 1995 Bonds for purchase pursuant to Section 205(a) hereof or (b) a modification or change in the duties of the Trustee hereunder without the consent of the Trustee. The giving of notice to and consent of the Bondholders to any such proposed supplemental indenture shall be obtained pursuant to Section 806.

Anything herein to the contrary notwithstanding, a supplemental indenture, amendment or other document described under this Article VIII which affects any rights or obligations of the Obligor shall not become effective unless and until the Obligor shall have consented to the execution of such supplemental indenture, amendment or other document.

Copies of any such supplemental indentures shall be filed with the Obligor and the Bank.

Section 803. Amendments To Loan Agreement Not Requiring Consent Of Bondholders.

The Issuer may, with the consent of the Bank and the Trustee but without the consent of or notice to any of the Bondholders, enter into or permit any amendment of the Loan Agreement acceptable to the Obligor as may be required (i) for the purpose of curing any ambiguity or formal defect or omission which shall not adversely affect the interest of the Bondholders; (ii) to grant or pledge to the Issuer or Trustee, for the benefit of the Bondholders or the Bank, any additional security; (iii) to provide for the issuance of Additional Bonds for the purposes set forth in, and subject to, Section 12.2 of the Loan Agreement and Section 220 hereof; or (iv) in connection with any other change therein which, in the judgment of the Trustee acting in reliance upon an opinion of counsel, is not to the prejudice of the Trustee and the holders of the Bonds.

Copies of any such amendments to the Loan Agreement shall be filed with the Trustee and the Bank.

Section 804. Amendments To Loan Agreement Requiring Consent Of Bondholders And The Bank.

Except as provided in Section 803 hereof, the Issuer shall not enter into, and the Trustee shall not consent to, any other modification or amendment of the Loan Agreement, nor shall any such modification or amendment become effective, without the consent of the Bank and the consent of the holders of not less than a majority of the aggregate principal amount of the Bonds at the time Outstanding, such consent to be obtained in accordance with Section 806 hereof. No such amendment may, without the consent of the owners of all the Outstanding Bonds, reduce the amounts or delay the times of payment of Loan Repayments under the Loan Agreement.

Copies of any such amendments to the Loan Agreement shall be filed with the Trustee and the Bank.

Section 805. Amendments, Changes And Modifications To The Letter Of Credit And The Promissory Note.

Except as otherwise provided in the Loan Agreement or in this Indenture, subsequent to the initial issuance of Series 1995 Bonds and prior to payment of the Series 1995 Bonds in full (or provision for the payment thereof having been made in accordance with the provisions of this Indenture), the Letter of

Credit may not be effectively amended, changed or modified without the prior written consent of the Trustee, the Co-Trustee and the Bank; provided, that the Original Letter of Credit may be extended upon similar terms (except that the amount of the Letter of Credit may be reduced to reflect any corresponding redemption of Series 1995 Bonds) without the written consent of the Trustee. The Trustee may, without the consent of the owners of the Series 1995 Bonds, consent to any amendment of the Letter of Credit as may be required (a) for purposes of curing any ambiguity, formal defect or omission which, in the Trustee's judgment, does not prejudice in any material respect the interests of the Bondholders and (b) pursuant to Section 3.7(c) of the Loan Agreement as a result of a conversion of the Bonds to a Fixed Rate. Except for such amendments, the Letter of Credit may be amended only with the consent of the Issuer, the Trustee, the Co-Trustee and the owners of a majority in aggregate principal amount of Outstanding Series 1995 Bonds, except that no such amendment may be made which would reduce the amounts required to be paid thereunder, extend the time for payment of such amounts or accelerate the expiration date of the Letter of Credit without the written consent of the owners of all Outstanding Series 1995 Bonds. The foregoing shall not limit the Trustee's obligation to send notice to the Bank to reduce amounts available to be drawn under the Letter of Credit under the circumstances set forth therein.

The Trustee may, with the consent of the Bank but without the consent of the owners of the Bonds, consent to any amendment of the Promissory Note as may be required for purposes of curing any ambiguity, formal defect or omission which, in the Trustee's judgment, does not prejudice in any material respects the interest of the Bondholders. Except for such amendments, the Promissory Note may be amended only with the consent of the Issuer, the Trustee, the Bank and the owners of a majority in aggregate principal amount of Outstanding Bonds, except that no such amendment may be made which would reduce the amounts required to be paid or the time for payment of such amounts under the Promissory Note without the written consent of the owners of all the Outstanding Bonds.

Copies of any such amendments, changes or modifications to the Promissory Note shall be filed with the Trustee and the Bank.

Section 806. Notice To And Consent Of Bondholders.

If consent of the Bondholders is required under the terms of this Indenture for the amendment of this Indenture, the Loan Agreement, the Letter of Credit, or the Promissory Note for any other similar purpose, the Trustee shall cause notice of the proposed execution of the amendment or supplemental indenture to be given by certified mail prior to the Conversion Date and by first class mail thereafter to the last known holders of the Outstanding Bonds then shown on the Bond register. Such notice shall briefly set forth the nature of the proposed amendment, supplemental indenture or other action and shall state that copies of any such amendment,

supplemental indenture or other document are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days or such longer period as shall be prescribed by the Trustee following the mailing of such notice the holders of a majority or all, as the case may be, of the principal amount of the Bonds Outstanding by instruments filed with the Trustee shall have consented to the amendment, supplemental indenture or other proposed action, then the Trustee may execute such amendment, supplemental indenture or other document or take such proposed action and the consent of the Bondholders shall thereby be conclusively presumed.

Section 807. Waivers.

The Trustee shall not waive on its own behalf or on behalf of the Issuer any obligation of the Obligor under the Loan Agreement without the consent of the Bank and the Trustee shall do so if directed by the Bank.

Article IX.

Miscellaneous.

Section 901. Limitation Of Rights.

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

Section 902. Rights Of The Bank.

All rights of the Bank under this Indenture to consent to certain extensions, remedies, waivers, actions and amendments hereunder shall cease, determine and become null and void (i) for so long as the Bank wrongfully dishonors any draft presented in strict conformity with the requirements of the Letter of Credit and until it has honored a subsequent draft, if any, thereunder or (ii) if the Letter of Credit is no longer in effect and any and all of the Obligor's obligations to the Bank pursuant to the Reimbursement Agreement have been paid.

Section 903. Severability.

If any provision of this Indenture is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other part or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

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

Section 904. Notices.

Except as otherwise provided herein, it shall be sufficient service or giving of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the Issuer, the Trustee, the Co-Trustee, the Bank, the Remarketing Agent, or the Obligor if the same shall be duly mailed by first-class mail, postage pre-paid, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed in writing by first-class mail, postage pre-paid or sent by telegram, telecopy or telex or other similar communication, on the same day (provided that notice of any Event of Default shall be given by Immediate Notice), addressed as follows:

If To The Issuer:

City of Chicago
City Hall, Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Financial Officer
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

With Copies To:

City of Chicago
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

And

City of Chicago
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner, Department of Planning and Development
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

If To The Obligor:

Groot Industries, Inc.
1759 Elmhurst Road
Elk Grove Village, Illinois 60007
Attention: Mr. Larry Groot, President
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

If To The Trustee:

American National Bank and Trust Company of Chicago
13th Floor
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Corporate Trust Department
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

If To The Co-Trustee:

Seaway National Bank
645 East 87th Street
Chicago, Illinois 60619
Attention: Dedra DeLaney
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

If To The Bank:

NBD Bank
611 Woodward Avenue
Detroit, Michigan 48226
Attention: Capital Markets Division -- Revenue Bond Group
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

With Copy To:

NBD Bank
100 East Higgins Road
Elk Grove Village, Illinois 60007
Attention: Commercial Loan Manager
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

If To The Remarketing Agent:

NBD Bank, N.A.
611 Woodward Avenue
Detroit, Michigan 48226
Attention: Bank Investment Division
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

The Issuer, the Obligor, the Bank, the Trustee, the Co-Trustee and the Remarketing Agent, by notice given hereunder, may designate any different addresses to which subsequent notices, certificates or other communications shall be sent, but no notice directed to any one such entity shall thereby be required to be sent to more than two (2) addresses. All notices to the Bondholders shall be sufficiently given when mailed certified mail, postage prepaid, prior to the Conversion Date and thereafter by first class mail, postage prepaid, to the Bondholders at addresses last appearing on the registration books of the Trustee.

Section 905. Payments Due On Non-Business Days.

In any case where the date of maturity of interest on or premium, if any, or principal of the Bonds or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of such interest, premium or principal need not be made on such date but shall be made on the next succeeding Business Day, with the same force and effect as if made on the date of

maturity or the date fixed for redemption, and, in the case of such payment, no interest shall accrue for the period from and after such date.

Section 906. Interest Computation.

The interest on the Bonds shall be computed on the basis of a 365/366-day year, as the case may be, on actual days elapsed prior to the Conversion Date and a 360-day year comprised of twelve (12) thirty (30) day months thereafter.

Section 907. Binding Effect.

This instrument shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their respective successors and assigns, subject, however, to the limitations contained in this Indenture.

Section 908. 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 909. Governing Law.

This Indenture shall be governed by and interpreted in accordance with the laws of the State.

Section 910. Execution In Counterparts.

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

In Witness Whereof, The Issuer has executed this Indenture by its Chief Financial Officer and attested by its City Clerk, and its official seal to be affixed hereon and the Trustee has caused this Indenture to be executed in its name and behalf by its duly authorized officer and its official seal to be affixed hereto and attested by its duly authorized officer, all as of the day and year first above written.

City of Chicago, Illinois

By: _____

Its: Chief Financial Officer

Attest:

American National Bank and Trust Company of Chicago, as Trustee

By: _____

Its: Trust Officer

By: _____

Its: Second Vice President

[Seal]

(Sub)Exhibits "A", "B", "C", "D" and "E" referred to in this Trust Indenture read as follows:

(Sub)Exhibit "A".
(To Trust Indenture)

Notice Of Conversion Of Interest Rate From Variable Rate To Fixed Rate.

Re: $14,000,000 City of Chicago, Illinois Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995 (the "Bonds")

To: Holders of the Bonds

This notice is given in accordance with the provisions of the Bonds and the Trust Indenture dated as of December 1, 1995, between the City of Chicago, Illinois and American National Bank and Trust Company of Chicago, as Trustee (the "Indenture"), under which the Bonds were issued. All

capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Bonds and the Indenture.

(1) The interest rate(s) on the Bonds shall be converted to the Fixed Rate on [specify Conversion Date] (the "Conversion Date") if the conditions specified in this notice are satisfied on or before such date.

(2) The Obligor has delivered to the Trustee (A) a written commitment [to amend the Letter of Credit] [to issue an Alternate Letter of Credit], to be effective on the Conversion Date, and meeting the requirements of the Loan Agreement, and (B) an opinion of Bond Counsel stating that under the laws existing on [specify date of the Conversion Notice], the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes.

(3) The interest rate(s) on the Bonds shall not be converted to the Fixed Rate unless the Obligor delivers to the Trustee on the Business Day immediately preceding the Conversion Date (A) a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (i) the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to included in gross income for federal income tax purposes, and (ii) the Fixed Rate does not exceed the maximum rate permitted by applicable law; and (B) [an amendment to the Letter of Credit then in effect] [an Alternate Letter of Credit], to be effective on the Conversion Date and meeting the requirements of the Loan Agreement. If (i) the Trustee receives written notification from the Obligor by 10:00 A.M., Chicago, Illinois time, on the Business Day immediately preceding the Conversion Date of the Obligor's decision not to elect the conversion of the interest rate(s) on the Bonds to the Fixed Rate on the Conversion Date or (ii) the Obligor fails to deliver such supplemental opinion of Bond Counsel and an [amendment to the Letter of Credit then in effect] [Alternate Letter of Credit] by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date, the interest rate(s) on the Bonds shall not be converted to the Fixed Rate on the Conversion Date, and the Bonds shall continue to bear interest at the Variable Rate. In such event, Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be purchased as set forth in paragraph (4) hereof.

(4) All Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) for purchase by the holders thereof shall be purchased on the Conversion Date at the purchase price equal to the principal amount of such Bonds plus accrued interest to the Conversion Date (the "Purchase Price"). Holders of the Bonds, as registered on the registration books maintained by the Trustee on the Business Day next preceding the Conversion Date, shall also be entitled to interest on the Bonds to the Conversion Date.

(5) To the extent that there shall be on deposit with the Trustee on or before the Conversion Date an amount of money sufficient to pay the Purchase Price, all Bonds (or portions thereof in authorized denominations) not delivered to the Trustee as tender agent on [specify Fixed Rate Tender Date] (the "Fixed Rate Tender Date") shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the holder thereof to the payment of principal and/or interest thereon and shall represent and constitute only the right to payment of the Purchase Price, without interest accruing thereon, on deposit with the Trustee; provided that any Bond (or portions thereof in authorized denominations) the holder of which shall have delivered to the Trustee at its principal corporate trust office as provided in paragraph 7 hereof at least ten (10) Business Days prior to the Conversion Date a written notice in substantially the form attached to the Bonds as (Sub)Exhibit II shall not be deemed to have been tendered for purchase and shall constitute and continue to represent the right of the holder thereof to payment of principal and interest, if any, thereon in accordance with the terms of such Bond and, in the event of such election, unless the interest rate on the Bonds is not converted to the Fixed Rate on the Conversion Date in accordance with paragraph (3) hereof, a Replacement Bond in substantially the form of (Sub)Exhibit D to the Indenture shall be delivered by the Trustee pursuant to Section 214 of the Indenture upon due presentment and surrender of such Bond to the Trustee.

(6) The Fixed Rate shall be determined by NBD Bank, the Remarketing Agent, on [specify Computation Date] (the "Computation Date") and shall be for all Bonds the rate determined by the Remarketing Agent on the Computation Date to be the rate which, if borne by the Bonds would, in the judgment of the Remarketing Agent having due regard to prevailing market conditions for tax-exempt revenue bonds or other tax-exempt securities comparable to the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds or portion thereof tendered (or deemed to have been tendered) for purchase at a price of par (exclusive of accrued interest, if any) on the Computation Date; provided, however, that the Fixed Rate shall not exceed the maximum rate permitted by law. If for any reason the Remarketing Agent fails to determine the Fixed Rate by the close of business on the Computation Date, the Bonds shall continue to bear interest at the Variable Rate as determined in accordance with the Indenture.

(7) The address of the principal corporate trust office of the undersigned is:

American National Bank and Trust Company of Chicago
33 North LaSalle Street, 13th Floor
Chicago, Illinois 60690
Attention: Corporate Trust Department

(8) The Bonds are presently secured by a Letter of Credit issued by [insert name of Bank]. As of the Conversion Date, [insert name of Bank amending the Letter of Credit or issuing an Alternate Letter of Credit] [will amend the Letter of Credit] [will issue an Alternate Letter of Credit securing the Bonds in lieu of the Letter of Credit]. Such [Alternate] Letter of Credit will have an initial expiration date of not later than _____, ____. [Enclosed herewith are disclosure materials provided by the Obligor with respect to the issuer of the Alternate Letter of Credit. The Trustee Has Not Prepared, Examined Or Reviewed The Disclosure Materials And Disclaims Any Liability Resulting From Or Arising Out Of The Contents Of Such Materials.]

(9) From and after the Conversion Date, the Bonds will no longer be subject to purchase as provided in Section 205 of the Indenture.

(10) The Trustee shall promptly notify by mail all Bondholders which have elected, in accordance with the provisions of paragraph (4) hereof, not to tender Bonds in the event that the interest rate is not converted to the Fixed Rate on the Conversion Date.

American National Bank and
Trust Company of Chicago,
as Trustee

By: _____

Its: _____

(Sub)Exhibit "B".
(To Trust Indenture)

Notice Of Mandatory Purchase Date.

Re: $14,000,000 City of Chicago Illinois Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995 (the "Bonds")

To: Holders of the Bonds

This notice is given in accordance with the provisions of the Bonds and the Trust Indenture dated as of December 1, 1995, between the City of Chicago, Illinois and American National Bank and Trust Company of Chicago, as Trustee (the "Indenture"), under which the Bonds were issued. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Bonds and the Indenture.

(1) The Bonds are presently secured by a Letter of Credit issued by [insert name of Bank]. As of [insert effective date of Alternate Letter of Credit] (the "Mandatory Purchase Date"), [insert name of bank issuing Alternate Letter of Credit] will issue an Alternate Letter of Credit securing the Bonds in lieu of the Letter of Credit.

(2) All Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) shall be purchased on the Mandatory Purchase Date at a purchase price equal to one hundred percent (100%) of the principal amount of such Bonds plus accrued interest, if any, to the Mandatory Purchase Date (the "Purchase Price").

(3) To the extent that there shall be on deposit with the Trustee on or before the Mandatory Purchase Date an amount of money sufficient to pay the Purchase Price, all Bonds (or portions thereof in authorized denominations not delivered to the Trustee as tender agent on [specify Mandatory Purchase Tender Date] (the "Mandatory Purchase Tender Date") shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the holder thereof to the payment of principal and/or interest thereon and shall represent and constitute only the right to payment of the Purchase Price, without interest accruing thereon, on deposit with the Trustee; provided that Bonds (or portions thereof in authorized denominations) the holder of which shall have delivered to the Trustee at its principal corporate trust office at least five (5) Business Days prior to the Mandatory Purchase Date a written notice in substantially the form of (Sub)Exhibit III attached to the Bonds shall not be deemed to have been tendered for purchase and shall constitute and continue to represent the right of the holder thereof to

payment of principal and interest, if any, thereon in accordance with the terms of such Bond.

(4) Enclosed herewith are disclosure materials provided by the Obligor with respect to the Alternate Letter of Credit. The Trustee Has Not Prepared, Examined Or Reviewed The Disclosure Materials And Disclaims Any Liability Resulting From Or Arising Out Of The Contents Of Such Materials.

(5) The address of the principal corporate trust office of the undersigned is:

American National Bank and Trust Company of Chicago
33 North LaSalle Street, 13th Floor
Chicago, Illinois 60690
Attention: Corporate Trust Department

American National Bank and
Trust Company of Chicago, as
Trustee

By: _____

Its: _____

(Sub)Exhibit "C".
(To Trust Indenture)

Form Of Variable Rate Series 1995 Bond.

United States Of America.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("D.T.C."), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of D.T.C. (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of D.T.C.), Any Transfer, Pledge, Or Other Use Hereof For Value Or

Otherwise By Or To Any Person Is Wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

State Of Illinois

City Of Chicago, Illinois

Solid Waste Disposal Facility Revenue Bond
(Groot Industries, Inc. Project)
Series 1995.

Interest Rate	Maturity Date	Date Of Original Issue	C.U.S.I.P.
Variable	December 1, 2015	December 14, 1995	

Registered Owner:

Principal Amount:

For Value Received, The City of Chicago, Illinois, a municipal corporation and home rule unit of government of the State of Illinois (the "Issuer") hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, at the principal corporate trust office of the Trustee named below, on the Maturity Date specified above, unless redeemed prior thereto, the Principal Amount specified above, together with interest thereon at the rates determined as set forth herein from the date hereof or such later date to which interest has been paid, but only from the sources and in the manner hereinafter provided on each Interest Payment Date (as hereinafter defined) until the principal hereof is paid or duly provided for upon redemption or maturity. Payment of the principal of, premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which at the time of payment is legal tender for payment of public and private debts. Unless other arrangements are made pursuant to Section 202 of the Indenture, interest is payable by check or draft mailed by the Trustee, when due, to the registered holder hereof at the close of business on the Record Date (as hereinafter defined) immediately preceding any Interest Payment Date at the address of such holder as it appears on the Bond register maintained by the Trustee.

Interest on this Bond shall be computed on the basis of a three hundred sixty-five/three hundred sixty-six (365/366) day year, as the case may be, on actual days elapsed prior to the Conversion Date (as hereinafter defined) and a three hundred sixty (360) day year consisting of twelve (12) months of thirty (30) days each thereafter.

This Bond is one of an authorized series of Bonds of the Issuer designated "Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995" and issued in the aggregate principal amount of Fourteen Million Dollars ($14,000,000) (the "Bonds"), for the purpose of making a loan of the full principal amount of the Bonds to Groot Industries, Inc., a Delaware corporation (the "Obligor"), in accordance with the Loan Agreement betwen the Issuer and the Obligor dated as of December 1, 1995 (the "Loan Agreement"), so as to enable the Obligor to construct and equip a solid waste disposal facility (the "Project").

The Bonds are issued pursuant to and in full compliance with the constitution and laws of the State of Illinois, particularly Section 6(a) of Article VII of the 1970 constitution, and pursuant to an ordinance of the City Council of the Issuer adopted on December 13, 1995 (the "Ordinance") and a Trust Indenture (the "Indenture") dated as of December 1, 1995, between the Issuer and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee").

The Bonds and interest due thereon shall not be a general obligation, a debt or a liability of the Issuer and do not constitute or give rise to any pecuniary liability or charge against the general credit of the Issuer or the credit or taxing power of the Issuer, but shall be limited obligations of the Issuer payable solely from and secured by the "Security", including the moneys available to be drawn by the Trustee under a certain letter of credit (the "Original Letter of Credit", and together with any Alternate Letter of Credit (as defined in the Indenture) delivered to and accepted by the Trustee in accordance with the Loan Agreement, the "Letter of Credit"), issued by NBD Bank, a Michigan banking organization (together with the issuer of any alternate or replacement letter of credit delivered to and accepted by the Trustee in accordance with the Loan Agreement, the "Bank"), all as defined in and subject to limitations set forth in the Indenture, for the equal and ratable benefit of the holders, from time to time, of the Bonds (the "Bondholders"), except as otherwise provided in the Indenture. The Bonds do not constitute an indebtedness, or obligation of the Issuer within the purview of any constitutional limitation or provision.

Limited Obligations. The Bonds and the obligation to pay interest thereon and any redemption premium with respect thereto do not constitute a general obligation of the Issuer, but are limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and income derived from the Loan Agreement, the Note, the Letter of Credit and as otherwise provided in the Indenture and the Loan Agreement. The Bonds

and the obligation to pay interest thereon and any redemption premium with respect thereto shall not be deemed to constitute an indebtedness or obligation of the Issuer within the purview of any constitutional limitation or provision. No Bondholder has the right to compel any exercise of the taxing power of the Issuer to pay the Bonds.

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

The Issuer has no taxing power. Reference is hereby made to the Indenture for a description of the nature and extent of the Security, and to the Letter of Credit for the terms thereof. The Original Letter of Credit is being issued pursuant to the terms of a Reimbursement Agreement (the "Reimbursement Agreement") dated as of December 1, 1995, between the Bank and the Obligor.

The Bonds are issuable as fully registered Bonds in the denomination of One Hundred Thousand Dollars ($100,000) or any integral multiple thereof during the Variable Rate Period (hereinafter defined) and in the denomination of Five Thousand Dollars ($5,000) or an integral multiple thereof during the Fixed Rate Period (hereinafter defined). This Bond, upon surrender hereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee executed by the registered holder hereof or his attorney duly authorized in writing, may, at the option of the registered holder hereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denomination. This Bond is transferable as provided in the Indenture, subject to certain limitations therein contained, only upon the Bond register of the Issuer kept by the Trustee, and only upon surrender of this Bond for transfer to the Trustee duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered holder hereof or his attorney duly authorized in writing. Thereupon, one or more new Bonds of authorized denominations and in the same aggregate principal amount will be issued to the designated transferee or transferees.

Any service charge made by the Trustee for any such registration, transfer or exchange hereinbefore referred to shall be paid by the Obligor. The Trustee or the Issuer may require payment by the Bondholder of a sum

sufficient to cover any tax or other governmental charge payable in connection therewith. Neither the Issuer nor the Trustee shall make any such exchange or registration of transfer of any Bond after notice calling such Bond for redemption or partial redemption has been given and prior to such redemption.

The Issuer, the Obligor, the Trustee and any other agent of the Issuer may treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes, except that payment of or on account of either principal, premium, if any, or interest shall be made only to or upon the order of the holder of record as of the Record Date or its duly authorized attorney, but such registration may be changed as provided in the Indenture. Neither the Issuer, the Obligor, the Trustee nor any other such agent shall be affected by notice to the contrary.

By Acceptance Of This Bond, The Bondholder Agrees That It Will Not Transfer Or Grant Participations In Such Bond In Denominations Of Less Than One Hundred Thousand Dollars ($100,000) During The Variable Rate Period.

Interest Rates On The Bonds.

(a) Interest on the Bonds will be payable at the Variable Rate (as hereinafter defined) from the Date of Original Issue until the earlier of the Conversion Date or the date of payment in full of the Bonds (the "Variable Rate Period"). During the Variable Rate Period, the Variable Rate shall be determined by NBD Bank, N.A., Indianapolis, Indiana, as Remarketing Agent under the Indenture (together with any successor Remarketing Agent under the Indenture, the "Remarketing Agent"), by 3:00 P.M. Chicago, Illinois time on each Wednesday (or the immediately preceding Business Day if Wednesday is not a Business Day for the next Calendar Week (as hereinafter defined) and shall be the rate of interest which, if borne by the Bonds, would, in the judgment of the Remarketing Agent, having due regard to the prevailing financial market conditions for tax-exempt revenue bonds or other tax-exempt securities of the same general nature as the Bonds or tax-exempt securities which are comparable as to credit and maturity (or period for tender) with the credit and maturity (or period for tender) of the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to place the Bonds (exclusive of accrued interest, if any) at a price of par at the time such interest rate is determined. The Variable Rate as so determined shall be uniform during each Calendar Week for all Series 1995 Bonds. Notwithstanding the foregoing, the Variable Rate shall not exceed the lesser of ____% per annum or the maximum rate permitted by applicable law. If no Remarketing Agent shall be serving under the Indenture, or if for any reason the Remarketing Agent has not determined the Variable Rate on a Wednesday (or immediately preceding Business Day if Wednesday is not a Business Day) for the next Calendar Week, the Variable Rate effective for such Calendar

Week shall be the Variable Rate most recently determined by the Remarketing Agent as aforesaid.

As used herein, "Calendar Week" means the period of seven (7) days from and including Thursday to and including the following Wednesday; provided, however, that the first Calendar Week means the period from the date on which the Bonds are delivered to the purchaser or purchasers thereof upon original issuance to and including the following Wednesday.

(b) The Bonds shall bear interest at the Fixed Rate (as hereinafter defined) during the Fixed Rate Period. The Fixed Rate for the Bonds shall be determined by the Remarketing Agent on the date which is five (5) Business Days prior to the Conversion Date (the "Computation Date") and shall be the rate determined by the Remarketing Agent on the Computation Date to be the rate which, if borne by the Bonds would, in the judgment of the Remarketing Agent having due regard to prevailing market conditions for tax-exempt revenue bonds or other tax-exempt securities comparable to the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds or portion thereof tendered (or deemed to have been tendered) for purchase at a price of par (exclusive of accrued interest, if any) on the Computation Date; provided, however, that the Fixed Rate shall not exceed the maximum rate permitted by applicable law. If for any reason the Remarketing Agent fails to determine the Fixed Rate by the close of business on the Computation Date, the Bonds shall continue to bear interest at the Variable Rate determined in accordance with the Indenture.

(c) The determination of the Variable Rate or the Fixed Rate by the Remarketing Agent shall be conclusive and binding upon the Issuer, the Obligor, the Trustee, the Remarketing Agent and the Bondholders.

(d) In determining the interest rate that the Bonds shall bear as provided herein, neither the Remarketing Agent nor the Trustee shall have any liability to the Issuer, the Obligor, the Trustee or any Bondholder except for its gross negligence or willful misconduct.

As used herein, "Business Day" means any day other than (i) a Saturday, (ii) a Sunday, (iii) a day on which banking institutions in the City in which the principal corporate trust office of the Trustee or Co-Trustee (or its bond registrar, paying agent or tender agent offices) is located or the principal office of the Remarketing Agent is located or the office of the Bank at which action is to be taken to realize moneys under the Letter of Credit are required or authorized by law or executive order to be closed, or (iv) a day on which the New York Stock Exchange is closed.

As used herein, "Interest Payment Date" means (i) during the Variable Rate Period, each March 1, June 1, September 1 and December 1, commencing March 1, 1996, (ii) the Conversion Date and (iii) following the Conversion Date, each June 1 and December 1.

As used herein, "Record Date" means with respect to each Interest Payment Date (i) on and prior to the Conversion Date, the Trustee's close of business on the Business Day next preceding such Interest Payment Date, and (ii) after the Conversion Date, the Trustee's close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, regardless of whether such day is a Business Day.

Conversion Of Interest Rate On Bonds.

(a) During the Variable Rate Period, the interest rate(s) on the Bonds, at the option of the Obligor, shall be converted from the Variable Rate to the Fixed Rate, upon delivery by the Obligor to the Trustee, the Remarketing Agent, the Bank and the Issuer:

(1) on any Business Day of any calendar month during the Variable Rate Period, of (A) a notice (the "Conversion Notice") stating that the Obligor has elected to convert the interest rate(s) on the Bonds to the Fixed Rate and specifying the Conversion Date, which date shall be the first Business Day of the second calendar month after the calendar month during which the Trustee receives the Conversion Notice (which Conversion Date shall be an Interest Payment Date regardless of whether the interest rate on the Bonds is in fact converted to the Fixed Rate on such date), (B) a written commitment from the Bank to amend the Letter of Credit then in effect or another bank to issue an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of Section 3.7(c)(1) of the Loan Agreement, and (C) an opinion of Bond Counsel stating that under the laws existing on the date of the Conversion Notice, the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes; and

(2) by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date, of (A) a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (i) the conversion of the interest rate(s) on the Bonds will not cause the interest on the Bonds to be included in gross income for federal income tax purposes and (ii) the Fixed Rate does not exceed the maximum rate permitted by applicable law; and (B) an amendment to the Letter of Credit then in effect or an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of the Loan Agreement. No Conversion Notice may be given if a Mandatory Purchase Date (as hereinafter defined) has been established and is existing as provided in paragraph (d) under the heading "Tender of Bonds for Purchase" herein.

(b) Upon receipt from the Obligor of a Conversion Notice, a commitment to amend the Letter of Credit then in effect or to issue an Alternate Letter of Credit and an opinion of Bond Counsel described in paragraph (a)(1) above, the Trustee shall within five (5) Business Days give notice by mail to the Bondholders, which notice shall state in substance:

(1) that the interest rate(s) on the Bonds shall be converted to the Fixed Rate on the Conversion Date if the conditions specified in such notice are satisfied on or before such date;

(2) the Conversion Date;

(3) that the Obligor has delivered to the Trustee an opinion of Bond Counsel stating that under the laws existing on the date of the Conversion Notice, the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes;

(4) that the interest rate(s) on the Bonds shall not be converted to the Fixed Rate unless the Obligor delivers to the Trustee on the Business Day immediately preceding the Conversion Date a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (A) the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes, and (B) the Fixed Rate does not exceed the maximum rate permitted by applicable law, and if (i) the Trustee receives written notification from the Obligor by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date of the Obligor's decision not to elect the conversion of the interest rate(s) on the Bonds to the Fixed Rate on the Conversion Date or (ii) the Obligor fails to deliver such supplemental opinion of Bond Counsel on such date, the interest rate(s) on the Bonds shall not be converted to the Fixed Rate on the Conversion Date and the Bonds shall continue to bear interest at the Variable Rate, and that, in such event, Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be purchased as set forth in paragraph (6) hereof;

(5) the date which is one (1) Business Day prior to the Conversion Date (the "Fixed Rate Tender Date");

(6) that all Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) for purchase by the holders thereof shall be purchased on the Conversion Date at a purchase price equal to the principal amount of such Bonds plus accrued interest to the Conversion Date;

(7) that, to the extent that there shall be on deposit with the Trustee on or before the Conversion Date an amount of money sufficient to pay the

purchase price thereof, all Bonds (or portions thereof in authorized denominations) not delivered to the Trustee as tender agent on the Fixed Rate Tender Date shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the holder thereof to the payment of principal and/or interest thereon and shall represent and constitute only the right to payment of the purchase price thereof, without interest accruing thereon, on deposit with the Trustee; provided that any Bond (or portions thereof in authorized denominations) the holder of which shall deliver to the Trustee at its principal corporate trust office at least ten (10) Business Days prior to the Conversion Date a written notice in substantially the form attached hereto as (Sub)Exhibit II shall not be deemed to have been tendered for purchase and shall constitute and continue to represent the right of the holder thereof to payment of principal and interest, if any, thereon in accordance with the terms of such Bond and in such event, unless the interest rate on the Bonds is not converted to the Fixed Rate on the Conversion Date in accordance with paragraph (4) above, a replacement Bond in substantially the form of (Sub)Exhibit D to the Indenture shall be delivered by the Trustee pursuant to Section 214 of the Indenture upon due presentment and surrender of such Bond to the Trustee.

(8) the method for determining the Fixed Rate and the name of the Remarketing Agent;

(9) the address of the principal corporate trust office of the Trustee;

(10) the name of the Bank issuing the Letter of Credit or Alternate Letter of Credit that will secure the Bonds after the Conversion Date and the scheduled expiry date of such Letter of Credit; and

(11) that from and after the Conversion Date and if such conversion is consummated, the Bonds will no longer be subject to purchase as provided herein.

Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice.

(c) If the Trustee receives written notification from the Obligor by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date of the Obligor's decision not to elect the conversion of the interest rate(s) on the Bonds to the Fixed Rate on the Conversion Date or if the Obligor fails to deliver to the Trustee by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date the supplemental opinion of Bond Counsel as required by paragraph (a)(2) above, respectively, the interest rate(s) on the Bonds shall not be converted to the Fixed Rate on the Conversion Date and the Bonds shall continue to bear interest at the Variable Rate. In such event, Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date, shall be

purchased on the Conversion Date in accordance with the provisions of paragraph (f) under the heading "Tender of Bonds for Purchase" herein. Further, the Issuer, the Obligor, the Trustee and the Bondholders, other than Bondholders whose Bonds were tendered (or deemed to have been tendered) for purchase on the Conversion Date, shall be restored to their former positions and rights hereunder with respect to the Bonds, and all rights of the Issuer, the Trustee and the Obligor hereunder shall continue as if no such proceedings for the conversion of the interest rate on the Bonds had been taken. The Trustee shall promptly notify the Issuer and the Bondholders by mail (and shall immediately notify the Bank and the Remarketing Agent by telephone) in the event that the interest rate on the Bonds is not converted on the Conversion Date as provided herein.

(d) No conversion of the interest rate on the Bonds shall occur as provided herein if at the time of such conversion an Event of Default shall have occurred under the Indenture and be continuing with respect to the Bonds.

(e) No Conversion Notice may be given if a Mandatory Purchase Date has been established and is existing pursuant to the Indenture.

(f) The Bonds shall not be subject to purchase as provided herein after the Conversion Date.

"Bond Counsel" means a firm of nationally recognized attorneys at law acceptable to the Issuer experienced in legal work relating to the issuance of bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, as amended.

Tender Of Bonds For Purchase.

(a) During the Variable Rate Period, the holders of the Bonds shall have the right to tender any Bond or Bonds (or portion thereof in an amount of One Hundred Thousand Dollars ($100,000) or any integral multiple thereof) to the Trustee as tender agent for purchase on any Optional Tender Date (as hereinafter defined) at a purchase price equal to one hundred percent (100%) of the principal amount of Bonds to be purchased plus interest thereon, if any, to the Optional Purchase Date, but only upon:

(1) delivery to the Trustee at its principal corporate trust office of an irrevocable written notice in substantially the form attached hereto as (Sub)Exhibit I at least seven (7) days prior to the date on which the Bonds are to be purchased (the "Optional Tender Date"), in which event the Trustee shall give the Remarketing Agent, the Obligor and the Bank prompt telephonic notice of the receipt of such written notice; and

(2) delivery of such Bond or Bonds (with an appropriate instrument of transfer duly executed in blank) to the Trustee as tender agent at its

principal corporate trust office at or prior to 10:00 A.M., Chicago, Illinois time, on such Optional Tender Date; provided, however, that no Bond (or portion thereof in an authorized denomination) shall be purchased unless the Bond so delivered to the Trustee shall conform in all respects to the description thereof in the aforesaid notice.

Any election of a Bondholder to tender a Bond or Bonds (or portion thereof as aforesaid) for purchase on any Optional Tender Date as provided in this paragraph (a) shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If A Bondholder Fails To Deliver Such Bond Or Bonds To The Trustee As Tender Agent On Or Before 10:00 A.M. Chicago, Illinois Time, On Such Optional Tender Date As Required By This Paragraph (a), Such Bond Or Bonds (Or Portions Thereof In Authorized Denominations) Which Are Not Delivered To The Trustee Shall Be Deemed To Have Been Properly Tendered To The Trustee And, To The Extent That There Shall Be On Deposit With The Trustee On Or Before The Optional Tender Date An Amount Sufficient To Pay The Purchase Price Thereof, Such Bond Or Bonds Shall Cease To Constitute Or Represent A Right To Payment Of Principal Or Interest Thereon And Shall Constitute And Represent Only The Right To The Payment Of Purchase Price Payable On The Optional Tender Date. The foregoing shall not limit the entitlement of any Bondholder on any Record Date immediately preceding the Optional Tender Date to receipt of interest due on such date.

(b) Any Bond or Bonds tendered to the Trustee, as tender agent, by a holder for purchase on any date occurring after the date notice is given by the Trustee to the Bondholders as provided in paragraph (b) under the heading "Conversion of Interest Rate on Bonds" herein through the Conversion Date may not be remarketed except to a purchaser who delivers to the Trustee at the time of such purchase a written statement to the effect that such purchaser agrees to accept the Fixed Rate on the Conversion Date or to deliver such Bond or Bonds for purchase pursuant to paragraph (c) immediately following.

(c) Upon any conversion of the interest rate on the Bonds to the Fixed Rate, the holders of the Bonds shall tender all Bonds (with appropriate instruments of transfer duly executed in blank) to the Trustee as tender agent at its principal corporate trust office on or before the Fixed Rate Tender Date for purchase on the Conversion Date at a purchase price equal to one hundred percent (100%) of the principal amount of the Bonds to be purchased plus accrued interest to the Conversion Date, except for any Bond or Bonds (or portions thereof in authorized denominations) the holders of which shall deliver to the Trustee at its principal corporate trust office at least ten (10) Business Days prior to the Conversion Date a written notice in substantially the form of (Sub)Exhibit II attached hereto.

(d) During the Variable Rate Period, the Bonds shall be subject to purchase on each Mandatory Purchase Date (as hereinafter defined) as hereinafter provided:

(1) If the Obligor delivers to the Trustee not less than sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect satisfactory evidence that the Obligor has obtained an Alternate Letter of Credit to be effective upon or prior to the fifteenth (15th) day immediately preceding such stated expiration date and specifying the name of the issuer of the Alternate Letter of Credit, the holders of the Bonds shall tender all Bonds (with appropriate instruments of transfer duly executed in blank) except for those Bonds which the holder thereof elects not to tender pursuant to the Indenture as described in paragraph (e) below, to the Trustee as tender agent at its principal corporate trust office on or before the Business Day immediately prior to the applicable Mandatory Purchase Date (the "Mandatory Purchase Tender Date") for purchase on the applicable Mandatory Purchase Date, which shall be a Business Day that is the effective date of the Alternate Letter of Credit, at a purchase price equal to one hundred percent (100%) of the principal amount of the Bonds to be purchased plus accrued interest, if any, to the Mandatory Purchase Date. If the Obligor fails to deliver such satisfactory evidence and fails to provide the Trustee not less than sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect an extension of such Letter of Credit for a period of not less than one (1) year ending on a May 15, then the Bonds will be called for special mandatory redemption as set forth under the heading "Special Mandatory Redemption" herein.

(2) Upon the Bonds becoming subject to tender for purchase as provided in clause (1) above, the Trustee shall within five (5) Business Days after receipt of the letter specified in clause (1) above, give telephonic notice to the Remarketing Agent and give notice by certified mail to the Bondholders, which notice shall state in substance:

(i) the name of the bank issuing the Alternate Letter of Credit and the effective date thereof;

(ii) the Mandatory Purchase Tender Date;

(iii) the Mandatory Purchase Date, which shall be a Business Day that is the effective date of the Alternate Letter of Credit;

(iv) that all Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) shall be purchased on the Mandatory Purchase Date at a purchase price equal to one hundred percent (100%) of the principal amount of such Bonds plus accrued interest, if any, to the Mandatory Purchase Date;

(v) that, to the extent that there shall be on deposit with the Trustee on or before the Mandatory Purchase Date an amount of money

sufficient to pay the purchase price thereof, all Bonds (or portions thereof in authorized denominations) not delivered to the Trustee as tender agent on the Mandatory Purchase Tender Date shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the holder thereof to the payment of principal and/or interest thereon and shall represent and constitute only the right to payment of the purchase price thereof, without interest accruing thereon, on deposit with the Trustee; provided that Bonds (or portions thereof in authorized denominations) the holder of which shall deliver to the Trustee at its principal corporate trust office at least five (5) Business Days prior to the Mandatory Purchase Date an irrevocable written notice in substantially the form of (Sub)Exhibit III attached hereto shall not be deemed to have been tendered for purchase and shall constitute and continue to represent the right of the holder thereof to payment of principal and interest, if any, thereon in accordance with the terms of such Bond; and

(vi) the address of the principal corporate trust office of the Trustee.

Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. At the direction of the Obligor, the Trustee shall also mail to the Bondholders any disclosure materials provided by the Obligor with respect to the Alternate Letter of Credit.

(3) The Bonds shall be tendered for purchase as provided in this paragraph (d), except for any Bond or Bonds (or portions thereof in authorized denominations) the holder of which shall deliver to the Trustee as tender agent at its principal corporate trust office at least five (5) Business Days prior to the Mandatory Purchase Date an irrevocable written notice in substantially the form of (Sub)Exhibit III attached hereto.

(4) If the Obligor fails to deliver the Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date, the payment of the principal of and interest on the Bonds shall immediately be declared due and payable and interest thereon shall accrue to the fifteenth (15th) day following the date of such declaration.

(e) Any election by a Bondholder to retain any Bond or Bonds (or portions thereof in authorized denominations) and not to tender such Bond or Bonds (or portions thereof in authorized denominations) for purchase on the Conversion Date or applicable Mandatory Purchase Date, as the case may be, in accordance with paragraph (c) or (d) above, shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If A Bondholder Fails To Give Notice Of Such

An Election With Respect To Any Bond Or Bonds (Or Portions Thereof In Authorized Denominations) And Thereafter Fails To Deliver Such Bond Or Bonds To The Trustee As Tender Agent On Or Before The Fixed Rate Tender Date Or Mandatory Purchase Tender Date, As The Case May Be, As Required By Paragraph (c) Or (d) Above, Such Bond Or Bonds (Or Portions Thereof In Authorized Denominations) Which Are Not Delivered To The Trustee Shall Be Deemed To Have Been Properly Tendered To The Trustee And, To The Extent That There Shall Be On Deposit With The Trustee On Or Before The Conversion Date Or Mandatory Purchase Date, As The Case May Be, An Amount Sufficient To Pay The Purchase Price Thereof, Such Bond Or Bonds Shall Cease To Constitute Or Represent A Right To Payment Of Principal Or Interest Thereon And Shall Constitute And Represent Only The Right To The Payment Of The Purchase Price Payable On Or After The Conversion Date Or Mandatory Purchase Date, As The Case May Be. The foregoing shall not limit the entitlement of any Bondholder on any Record Date immediately preceding the Conversion Date or Mandatory Purchase Date to receipt of interest due on such date. The Trustee will inform the Remarketing Agent by telephone on each date on which the Trustee receives notice from a Bondholder or Bondholders to retain any Bonds on the Fixed Rate Tender Date or a Mandatory Purchase Tender Date, as the case may be, of the principal amount of Bonds to be retained on each such date.

(f) On each Optional Tender Date and Mandatory Purchase Date and on the Conversion Date, the Trustee shall purchase (but solely from funds received by the Trustee in accordance with the Indenture, including moneys received from a drawing under the Letter of Credit) the Bond or Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) to the Trustee for purchase in accordance with the Indenture at a purchase price equal to one hundred percent (100%) of the principal amount of the Bond or Bonds (or portions thereof in authorized denominations) to be purchased plus, in the case of a tender for purchase pursuant to paragraph (a) or (d) above, accrued interest, if any, thereon to the Optional Tender Date or Mandatory Purchase Date, as the case may be. Funds for the payment of the purchase price of such Bond or Bonds (or portions thereof in authorized denominations) shall be paid by the Trustee solely from the sources provided in the Indenture. In the event that only a portion of any Bond or Bonds shall be tendered (or deemed to have been tendered) for purchase by the holder thereof, there shall be issued to the holder of such Bond or Bonds, without charge therefor, a new Bond or Bonds as provided in the Indenture in any authorized denomination or denominations (as specified by such Bondholder by written notice) and in an aggregate principal amount equal to the principal amount of such Bond or Bonds not tendered or deemed to have been tendered for purchase.

The Bonds are not subject to redemption prior to maturity except as hereinafter provided.

Optional Redemption.

On or prior to the Conversion Date, the Bonds are subject to redemption by the Issuer, at the option of the Obligor, but subject to the receipt by the Trustee of the written consent of the Bank under certain conditions set forth in the Indenture, at any time upon the giving of notice of redemption, in whole or in part in multiples of One Hundred Thousand Dollars ($100,000), at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date.

After the Conversion Date, the Bonds are subject to redemption by the Issuer, at the option of the Obligor, but subject to the receipt by the Trustee of the written consent of the Bank under certain conditions set forth in the Indenture, on or after the First Optional Redemption Date (as hereinafter defined), in whole at any time or in part in multiples of Five Thousand Dollars ($5,000) on any Interest Payment Date for which notice of redemption can be given, at the redemption prices determined as provided in the Indenture.

[As used herein, the term "First Optional Redemption Date" means December 1 occurring in the year which is the number of years after the Conversion Date equal to the number of years between the December 1 immediately following the Conversion Date (unless the Conversion Date is December 1, in which case from such December 1) and December 1, 2015 multiplied by one-half (½) and rounded up to the nearest whole number.]

Mandatory Redemption.

The Bonds shall be called for redemption in the event (1) insurance or condemnation proceeds are deposited in the Bond Fund pursuant to Article VII of the Loan Agreement or (2) of a Determination of Taxability (as defined in the Indenture). If called for redemption pursuant to (1) above, the Bonds shall be subject to redemption to the extent of such insurance or condemnation proceeds deposited in the Bond Fund at any time upon the giving of such notice of redemption at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. If called pursuant to (2) above, the Bonds shall be subject to redemption by the earliest practicable date for which notice can be given following a Determination of Taxability at one hundred percent (100%) of the aggregate principal amount of Bonds outstanding plus accrued interest to the redemption date.

Special Mandatory Redemption.

In the event that, at least sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect, the Trustee has not been provided with

an extension of such Letter of Credit for a period of not less than one (1) year ending on a December 15 or satisfactory evidence that an Alternate Letter of Credit is to be issued for such period, then the Bonds will be called for special mandatory redemption on the December 1 next preceding the stated expiration date of the then existing Letter of Credit at a redemption price of one hundred percent (100%) of principal amount plus accrued interest to the redemption date.

The Obligor shall have the right to purchase in lieu of redemption all or a portion of the Bonds to be redeemed pursuant to the preceding paragraph by delivering to the Trustee on or prior to the redemption date (a)(i) an Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement or (ii) an extension of the Letter of Credit then in effect for a period of not less than one (1) year ending on a July 15, and (b) a written notice specifying the principal amount of Bonds to be so purchased. As and when Bonds to be so purchased by the Obligor are delivered to the Trustee, the Trustee shall pay the purchase price for such Bonds (which shall be equal to the scheduled redemption price) from moneys drawn under the Letter of Credit and shall hold such Bonds as Pledged Bonds until such time as such Bonds are remarketed by the Remarketing Agent pursuant to Section 206 of the Indenture. Provided moneys are on deposit with the Trustee to pay the purchase price of such Bonds on the date fixed for redemption, Bonds to be so purchased by the Obligor which are not delivered to the Trustee on such date shall nonetheless be deemed to have been tendered for purchase of and to have been purchased by the Obligor, which shall thereafter be the owner of such Bonds for all purposes. Bonds so purchased by the Obligor shall not be cancelled on the scheduled redemption date but shall be treated as if tendered for purchase pursuant to Section 205 of the Indenture.

Partial Redemption.

If less than all the outstanding Bonds shall be called for redemption, the Trustee shall select, or arrange for the selection of, the Bonds to be redeemed by lot, in such manner as it shall in its discretion determine; provided that any such Bonds selected for redemption shall be in One Hundred Thousand Dollar ($100,000) portions thereof prior to the Conversion Date and in Five Thousand Dollar ($5,000) portions thereof after the Conversion Date. Notwithstanding the foregoing, Bonds pledged to the Bank (the "Pledged Bonds") pursuant to the Pledge and Security Agreement dated as of December 1, 1995 among the Obligor, the Trustee and the Bank shall be selected by the Trustee for redemption before any other Bonds are selected for redemption. If there shall be drawn for redemption less than the principal amount of a Bond, the Issuer shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the owner thereof, in exchange for the unredeemed principal amount of such Bond, at the option of such owner, Bonds in any of the authorized denominations.

Notice Of Redemption.

In the event of a redemption of the Bonds for any reason, notice thereof shall be given to the holders of the Bonds to be so redeemed in the manner specified in this paragraph. Upon receipt by the Trustee of notice from the Issuer, as directed by the Obligor, at least forty-five (45) days prior to the redemption date that the Bonds shall be redeemed as provided herein (except for Sinking Fund Redemptions, a Special Mandatory Redemption or a Mandatory Redemption on a Determination of Taxability, which shall not require any such notice from the Issuer to the Trustee), notice of redemption shall be mailed by the Trustee by certified mail prior to the Conversion Date and thereafter by first class mail at least thirty (30) days but not more than forty-five (45) days before the redemption date to each holder of the Bonds to be redeemed in whole or in part at his last address appearing on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond or a portion thereof with respect to which no such failure or defect has occurred. In addition, the Trustee may give such other notice or notices as may be recommended in releases, letters, pronouncements or other writings of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Bondholder receives the notice. All Bonds so called for redemption will cease to bear interest on the specified date set for redemption, provided funds for their redemption have been duly deposited with the Trustee pursuant to the Indenture and, thereafter, the holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed.

If provision is made for the payment of principal of, premium, if any, and interest on this Bond in accordance with the Indenture, this Bond shall no longer be deemed outstanding under the Indenture, shall cease to be entitled to the benefits of the Indenture, and shall thereafter be payable solely from the funds provided for payment.

Under certain circumstances as described in the Indenture, the principal of all the Bonds may be declared due and payable in the manner and with the effect provided in the Indenture. The Indenture directs the Trustee to declare an acceleration of the Bonds upon the occurrence of an event of default under the Reimbursement Agreement if directed to do so by the Bank or if the Obligor fails to deliver an Alternate Letter of Credit and the related opinions required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date. Except in certain circumstances related to payment of principal and purchase price of and premium, if any, and interest on the Bonds, failure to provide an Alternate Letter of Credit and the related

opinions or the wrongful dishonor by the Bank of a draft or other request for payment under the Letter of Credit, the Trustee has the right to accelerate the outstanding balance of the Loan and the principal of the Bonds in certain events only with the Bank's consent, if the Letter of Credit is in effect, all as provided in more detail in the Indenture to which reference is hereby made. Immediately following any such declaration of acceleration of the Bonds, the Trustee shall mail notice of such declaration by certified mail prior to the Conversion Date and by first class mail thereafter to each holder of Bonds at his last address appearing on the registration books of the Trustee. Any defect in or failure to give such notice of such declaration shall not affect the validity of such declaration.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations (if any) of the Issuer, the Obligor, the Bank and the holders of the Bonds at any time with the consent of the Bank and the holders of a majority in aggregate principal amount of the Bonds at the time outstanding which are affected by such modifications. The Indenture also permits amendments and supplements to the Indenture and the Loan Agreement, without requiring the consent of any Bondholders, but with the consent of the Bank, in certain specifically described instances. The Indenture also contains provisions permitting, subject to the Bank's consent, holders of a majority in aggregate principal amount of the Bonds at the time outstanding, on behalf of all the holders of all Bonds, to waive compliance by the Issuer and the Obligor with certain provisions of the Indenture and their consequences. Any such consent or waiver by the holder of this Bond shall be conclusive and binding upon such holder and on all future holders of this Bond and of any Bond issued in lieu hereof whether or not notation of such consent or waiver is made upon this Bond. Supplements and amendments to the Indenture or the Loan Agreement may be made only to the extent and in circumstances permitted by the Indenture.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or the Loan Agreement, or to institute action to enforce the covenants therein, or to take any action with respect to a default under the Indenture or the Loan Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided under certain limited circumstances described in the Indenture; provided, however, that nothing contained in the Indenture shall affect or impair any right of enforcement conferred on the holder hereof by the Act to enforce (i) the payment of the principal of and premium (if any) and interest on this Bond at and after the maturity thereof, or (ii) the obligation of the Issuer to pay the principal of and premium (if any) and interest on this Bond to the holder hereof at the time, place, from the source and in the manner as provided in the Indenture.

The holder of this Bond, by acceptance hereof, consents to all of the terms and provisions of the Indenture and the Loan Agreement.

It Is Hereby Certified, Recited And Declared, That all acts, conditions and things required to exist, happen and be performed precedent to the execution and delivery of the Indenture and the issuance of this Bond and the issue of which it is a part, do exist, have happened and have been timely performed in regular form and manner as required by law and the issuance of this Bond, together with all other obligations of the Issuer, does not exceed or violate any Illinois constitutional or statutory limitation of the Issuer.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized signers, this Bond shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

In Witness Whereof, The City of Chicago, Illinois has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and has caused its seal to be impressed or imprinted hereon, all as of the Date of Original Issue set forth above.

Attest: City of Chicago, Illinois

By: _____ By: _____

Its: City Clerk Its: Mayor

[Seal]

[Form Of Trustee's Certificate Of Authentication]

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

American National Bank and
Trust Company of Chicago,
as Trustee

By: _____

Its: _____

Authentication Date: _____

Assignment.

For Value Received, The Undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Signature Guaranteed By:

_____ _____

Dated: _____, _____

Notice: Signature(s) must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17Ad-15 (17 C.F.R. 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

(Sub)Exhibits I, II and III referred to in this Variable Rate Bond Form read as follows:

(Sub)Exhibit I.
(To Variable Rate Bond Form)

Notice Of Election Of Tender.

American National Bank and
Trust Company of Chicago
Trustee, as tender agent
13th Floor
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Manager, Corporate
Trust Department

Ladies and Gentlemen:

This notice is being sent to you in your capacity as tender agent under the Trust Indenture (the "Indenture"), dated as of December 1, 1995, between the City of Chicago, Illinois (the "Issuer") and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), relating to the Issuer's $14,000,000 Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995 (the "Bonds"). You are hereby notified that:

1. The undersigned is the owner of the below-described Bond(s) outstanding under the Indenture:

Number	Principal Amount	Maturity Date
	$	

2. The undersigned's address is:

_____

_____

_____

3. The undersigned irrevocably elects to tender Bond No(s). _____ in the principal amount(s) of $_____ (or any portion thereof in an amount of $100,000 or any integral multiple thereof) for purchase on _____, 19__ (the "Optional Tender Date"), which date shall be a Business Day not prior to the seventh (7th) day next succeeding the date of delivery of this notice and which date shall be prior to the Conversion Date.

4. The undersigned agrees to deliver such Bond(s) (with an appropriate instrument of transfer duly executed in blank) to the Trustee as tender agent, at its principal corporate trust office at or prior to 10:00 A.M., Chicago, Illinois time, on such Optional Tender Date and acknowledges, however, that no Bond (or portion thereof in any authorized denomination) shall be purchased unless the Bond so delivered to the Trustee shall conform in all respects to the description thereof in this notice.

5. The undersigned acknowledges that this notice of election is irrevocable and is binding on the undersigned and on any transferee of the undersigned. The undersigned further acknowledges that if the undersigned fails to deliver such Bond(s) to the Trustee on or before 10:00 A.M., Chicago, Illinois time, on such Optional Tender Date, such Bond(s) which are not delivered to the Trustee shall be deemed to have been properly tendered to the Trustee and, to the extent that there shall be on deposit with the Trustee on or before the Optional Tender Date an amount sufficient to pay the purchase price thereof, such Bond(s) shall cease to constitute or represent a right to payment of principal or interest thereon and shall constitute and represent only the right to the payment of purchase price payable on the Optional Tender Date.

6. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Indenture.

Very truly yours,

_____

(Sub)Exhibit II.
(To Variable Rate Bond Form)

Notice Of Election To Retain Bond Following The Conversion Date.

American National Bank and
Trust Company of Chicago
Trustee, as tender agent
13th Floor
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Manager, Corporate
Trust Department

Ladies and Gentlemen:

This notice is being sent to you in your capacity as tender agent under the Trust Indenture (the "Indenture"), dated as of December 1, 1995, between the City of Chicago, Illinois (the "Issuer") and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), relating to the Issuer's $14,000,000 Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995 (the "Bonds"). You are hereby notified that:

1. The undersigned is the owner of the below-described Bond(s) outstanding under the Indenture:

Number	Principal Amount	Maturity Date
	$	

2. The undersigned's address is:

_____

_____

_____

3. The undersigned has received a notice from the Trustee of the items set forth in the Bond in paragraph (b) under the heading "Conversion of Interest Rate on Bonds", including notice that the interest rate on the Bonds shall be converted to the Fixed Rate on the Conversion Date.

4. The undersigned elects to retain Bond No(s). _____ in the principal amount(s) of $_____ (or any portion thereof in the principal amount of $5,000 or any integral multiple thereof) and will not tender, and hereby waives any right to tender, such Bond(s) or portion thereof) on the Fixed Rate Tender Date for purchase on the Conversion Date (or prior thereto for purchase pursuant to Section 205(a) of the Indenture).

5. The undersigned agrees to surrender, except as provided in paragraph 7 below, such Bond(s) to be retained by the undersigned to you, as Trustee, on the Conversion Date in exchange for a Replacement Bond or Bonds substantially in the form of (Sub)Exhibit D to the Indenture and in the following denomination(s): _____, and to be bound by the terms of such Replacement Bond or Bonds on and after the Conversion Date.

6. The undersigned acknowledges that this notice of election is irrevocable and that the events specified in the notice from the Trustee referred to in paragraph 3 above, including without limitation, termination of the Bonds being subject to purchase as provided in the Indenture, are to occur.

7. The undersigned acknowledges that the interest rate on the Bonds might not be converted from the Variable Rate to the Fixed Rate on the Conversion Date as set forth in the notice from the Trustee referred to in paragraph 3 above and that, in such event, the undersigned shall retain the Bond(s) specified in paragraph 4 above and the interest rate on such Bond(s) shall continue at the Variable Rate.

8. The undersigned acknowledges that the undersigned does not presently know the Fixed Rate to be determined by the Remarketing Agent on the Computation Date and furthermore agrees to accept the Remarketing Agent's determination of such Fixed Rate. If the Remarketing Agent fails to determine the Fixed Rate on the Computation Date, the undersigned acknowledges that the Bonds shall continue to bear interest at the Variable Rate determined in accordance with the Indenture.

9. The undersigned acknowledges that the Letter of Credit which will secure the Fixed Rate Bonds has an initial expiration date of not later than _____, ____ and that from and after the Conversion Date, the Bonds will no longer be subject to purchase as provided in the Indenture.

10. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Indenture.

Very truly yours,

_____

(Sub)Exhibit III.
(To Variable Rate Bond Form)

Notice Of Election To Retain Bond Following The Mandatory Purchase Date.

American National Bank and
Trust Company of Chicago
Trustee, as tender agent
13th Floor
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Manager, Corporate
Trust Department

Ladies and Gentlemen:

This notice is being sent to you in your capacity as tender agent under the Trust Indenture (the "Indenture"), dated as of December 1, 1995, between the City of Chicago, Illinois (the "Issuer") and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), relating to the Issuer's $14,000,000 Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995 (the "Bonds"). You are hereby notified that:

1. The undersigned is the owner of the below-described Bond(s) outstanding under the Indenture:

Number	Principal Amount	Maturity Date
	$	

2. The undersigned's address is:

_____

_____

_____

3. The undersigned has received a notice from the Trustee of the items set forth in the Bond in clause (d)(2) under the heading "Tender of Bonds for Purchase", including notice that the Bonds are required to be tendered on the Mandatory Purchase Tender Date for purchase on the Mandatory Purchase Date as a result of the issuance of an Alternate Letter of Credit.

4. The undersigned elects to retain Bond No(s). _____ in the principal amount(s) of $_____ (or any portion thereof in the principal amount of $100,000 or any integral multiple thereof) and will not tender such Bond(s) (or portion thereof) on the Mandatory Purchase Tender Date for purchase on the Mandatory Purchase Date (or prior thereto for purchase pursuant to Section 205(a) of the Indenture).

5. The undersigned acknowledges that this notice of election is irrevocable and that the events specified in the notice from the Trustee referred to in paragraph 3 above, are to occur.

6. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Indenture.

Very truly yours,

_____

(Sub)Exhibit "D".
(To Trust Indenture)

Form Of Fixed Rate Series 1995 Bond.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("D.T.C."), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of D.T.C. (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of D.T.C.), Any Transfer, Pledge, Or Other Use Hereof For Value Or Otherwise By Or To Any Person Is Wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

United States Of America

State Of Illinois

City Of Chicago, Illinois

Solid Waste Disposal Facility Revenue Bond
(Groot Industries, Inc. Project)
Series 1995.

Interest Rate	Maturity Date	Date Of Original Issue	C.U.S.I.P.
	December 1, 2015	December ____, 1995	

Registered Owner:

Principal Amount:

For Value Received, The City of Chicago, Illinois, a municipal corporation and home rule unit of government of the State of Illinois (the "Issuer") hereby promises to pay to the Registered Owner specified above, or

registered assigns, upon surrender hereof, at the principal corporate trust office of the Trustee named below, on the Maturity Date specified above, unless redeemed prior thereto, the Principal Amount specified above, together with interest thereon at the Interest Rate specified above from the date hereof or such later date to which interest has been paid, but only from the sources and in the manner hereinafter provided on each June 1 and December 1 (an "Interest Payment Date") until the principal hereof is paid or duly provided for upon redemption or maturity. Payment of the principal of, premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which at the time of payment is legal tender for payment of public and private debts. Unless other arrangements are made pursuant to Section 202 of the Indenture (hereinafter defined), interest is payable by check or draft mailed by the Trustee, when due to the registered holder hereof at the close of business on the fifteenth (15th) day of the month immediately preceding any Interest Payment Date at the address of such holder as it appears on the Bond Register maintained by the Trustee.

Interest on this Bond shall be computed on the basis of a 360-day year consisting of twelve (12) months of thirty (30) days each.

This Bond is one of an authorized series of Bonds of the Issuer designated "Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995", and issued in the aggregate principal amount of Fourteen Million Dollars ($14,000,000) (the "Bonds"), for the purpose of making a loan of the full principal amount of the Bonds to Groot Industries, Inc., a Delaware corporation (the "Obligor"), in accordance with the Loan Agreement between the Issuer and the Obligor dated as of December 1, 1995 (the "Loan Agreement"), so as to enable the Obligor to acquire, construct and equip a manufacturing facility (collectively, the "Project").

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, and pursuant to an ordinance of the Issuer adopted on December 13, 1995 (the "Ordinance") and a Trust Indenture (the "Indenture") dated as of December 1, 1995, between the Issuer and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee").

The Bonds and interest due thereon shall not be a general obligation, a debt or a liability of the Issuer and do not constitute or give rise to any pecuniary liability or charge against the general credit of the Issuer, but shall be limited obligations of the Issuer payable solely from and secured by the "Security", including the moneys available to be drawn by the Trustee under a certain letter of credit (the "Original Letter of Credit", and together with any Alternate Letter of Credit delivered to and accepted by the Trustee in accordance with the Loan Agreement, the "Letter of Credit"), issued by NBD Bank, a Michigan banking organization (together with the issuer of any Alternate Letter of Credit delivered to and accepted by the Trustee in accordance with the Loan Agreement, the "Bank"), all as defined in and

subject to limitations set forth in the Indenture, for the equal and ratable benefit of the holders, from time to time, of the Bonds (the "Bondholders"), except as otherwise provided in the Indenture. The Bonds do not constitute an indebtedness, or obligation of the State within the purview of any constitutional limitation or provision.

Limited Obligations.

The Bonds and the obligation to pay interest thereon and any redemption premium with respect thereto do not constitute a general obligation of the Issuer, but are limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and income derived from the Loan Agreement, the Promissory Note, the Letter of Credit and as otherwise provided in the Indenture and the Loan Agreement. The Bonds and the obligation to pay interest thereon and any redemption premium with respect thereto shall not be deemed to constitute an indebtedness or obligation of the Issuer within the purview of any constitutional limitation or provision. No Bondholder has the right to compel any exercise of the taxing power of the Issuer to pay the Bonds.

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

Reference is hereby made to the Indenture for a description of the nature and extent of the Security, and to the Letter of Credit for the terms thereof. The Original Letter of Credit is being issued pursuant to the terms of a Reimbursement Agreement dated as of December 1, 1995 (the "Reimbursement Agreement"), between the Bank and the Obligor.

The Bonds are issuable as fully registered Bonds in the denomination of Five Thousand Dollars ($5,000) or any integral multiple thereof. This Bond, upon surrender hereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee executed by the registered holder hereof or his attorney duly authorized in writing, may, at the option of the registered holder hereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denomination. This Bond is transferable as provided in the Indenture, subject to certain

limitations therein contained, only upon the Bond register of the Issuer kept by the Trustee, and only upon surrender of this Bond for transfer to the Trustee duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered holder hereof or his attorney duly authorized in writing. Thereupon, one or more new Bonds of authorized denominations and in the same aggregate principal amount will be issued to the designated transferee or transferees.

Any service charge made by the Trustee for any such registration, transfer or exchange hereinbefore referred to shall be paid by the Obligor. The Trustee or the Issuer may require payment by the Bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. Neither the Issuer nor the Trustee shall make any such exchange or registration of transfer of any Bond after notice calling such Bond for redemption or partial redemption has been given and prior to such redemption.

The Issuer, the Obligor, the Trustee and any other agent of the Issuer may treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes, except that payment of or on account of either principal, premium, if any, or interest shall be made only to or upon the order of the holder of record as of the Record Date or its duly authorized attorney, but such registration may be changed as provided in the Indenture. Neither the Issuer, the Obligor, the Trustee nor any other such agent shall be affected by notice to the contrary.

The Bonds are not subject to redemption prior to maturity except as hereinafter provided.

Optional Redemption.

The Bonds are subject to redemption by the Issuer, at the option of the Obligor, but subject to the receipt by the Trustee of the written consent of the Bank under certain circumstances set forth in the Indenture, on or after December 1, ____, in whole at any time or in part in multiples of Five Thousand Dollars ($5,000) on any Interest Payment Date for which notice of redemption can be given, on the dates and at the applicable redemption prices set forth below (expressed as percentages of the principal amount so redeemed), plus accrued interest to the date of redemption:

Length Of Period From The Interest Payment Date Immediately Succeeding The Conversion Date To The Maturity Date	Redemption Price As A Percentage Of Principal Amount (Measured From And Including The Interest Payment Date Immediately Succeeding The Conversion Date)	Call Protection*
greater than 10 years	after 5 years at 102%, declining ½% per 6 months	5 years
less than or equal to 10 and greater than 7 years	after 3 years at 101½%, declining ½% per 6 months	3 years
less than or equal to 7 and greater than 4 years	after 2 years at 101%, declining ½% per 6 months	2 years
less than or equal to 4 and greater than 3 years	after 2 years at 100½%, declining ½% per 6 months	2 years
less than or equal to 3 and greater than 2 years	after 1 year at 100½%, declining ½% per 6 months	1 year
less than or equal to 2 years and greater than 1 year	after 1 year at 100%	1 year
less than or equal to 1 year	on or after the second Interest Payment Date during such period at 100%	the portion of such period prior to the second Interest Payment Date therein

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* Length of time (measured from the Interest Payment Date immediately succeeding the Conversion Date) before Bonds may be called.

Mandatory Redemption.

The Bonds shall be called for redemption in the event (1) insurance or condemnation proceeds are deposited in the Bond Fund pursuant to Article VII of the Loan Agreement or (2) a Determination of Taxability (as defined in the Indenture). If called for redemption pursuant to (1) above, the Bonds shall be subject to redemption to the extent of such insurance or condemnation proceeds deposited in the Bond Fund at any time upon the giving of notice of redemption at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. If called pursuant to (2) above, the Bonds shall be subject to redemption by the Issuer in whole at the earliest practicable date for which notice of redemption can be given following a Determination of Taxability at one hundred percent (100%) of the aggregate principal amount of Bonds outstanding plus accrued interest to the redemption date.

Special Mandatory Redemption.

In the event that, at least sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect, the Trustee has not been provided with an extension of such Letter of Credit for a period of not less than five (5) years or the remaining term of the Bonds, whichever is less, and ending on a July 15 or satisfactory evidence that an Alternate Letter of Credit is to be issued for such period, then the Bonds will be called for special mandatory redemption on the July 1 next preceding the stated expiration date of the then existing Letter of Credit at a redemption price equal to the lesser of (a) one hundred three percent (103%) of the principal amount thereof plus accrued interest to the redemption date or (b) the redemption price which would apply as of the redemption date if the Bonds were optionally redeemed.

The Obligor shall have the right to purchase in lieu of redemption all or a portion of the Bonds to be redeemed pursuant to the preceding paragraph by delivering to the Trustee on or prior to the redemption date (a)(i) an Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement or (ii) an extension of the Letter of Credit then in effect for a period of not less than five (5) years on the remaining term of the Bonds, whichever is less, and ending on a July 15, and (b) a written notice specifying the principal amount of Bonds to be so purchased. As and when Bonds to be so purchased by the Obligor are delivered to the Trustee, the Trustee shall pay the purchase price for such Bonds (which shall be equal to the scheduled redemption price) from moneys drawn under the Letter of Credit and shall hold such Bonds as Pledged Bonds until such time as such Bonds are remarketed. Provided moneys are on deposit with the Trustee to pay the purchase price of such Bonds on the date fixed for redemption, Bonds to be so purchased by the Obligor which are not delivered to the Trustee on such date shall nonetheless be deemed to have been tendered for purchase of and to have been purchased by the Obligor, which shall thereafter be the

owner of such Bonds for all purposes. Bonds so purchased by the Obligor shall not be cancelled on the scheduled redemption date but shall be treated as if tendered for purchase.

Partial Redemption.

If less than all the outstanding Bonds shall be called for redemption, the Trustee shall select, or arrange for the selection of, the Bonds to be redeemed by lot, in such manner as it shall in its discretion determine; provided that any such Bonds selected for redemption shall be in Five Thousand Dollar ($5,000) portions thereof. If there shall be drawn for redemption less than the principal amount of a Bond, the Issuer shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the owner thereof, in exchange for the unredeemed principal amount of such Bond, at the option of such owner, Bonds in any of the authorized denominations.

Notice Of Redemption.

In the event of a redemption of the Bonds for any reason, notice thereof shall be given to the holders of the Bonds to be so redeemed in the manner specified in this paragraph. Upon receipt by the Trustee of notice from the Issuer, as directed by the Obligor, at least forty-five (45) days prior to the redemption date that the Bonds shall be redeemed as provided herein (except for Sinking Fund Redemptions or a Mandatory Redemption on a Determination of Taxability, which shall not require any such notice from the Issuer to the Trustee), notice of redemption shall be mailed by the Trustee by first class mail at least thirty (30) days but not more than forty-five (45) days before the redemption date to each holder of the Bonds to be redeemed in whole or in part at his last address appearing on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond or a portion thereof with respect to which no such failure or defect has occurred. In addition, the Trustee may give such other notice or notices as may be recommended in releases, letters, pronouncements or other writings of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Bondholder receives the notice. All Bonds so called for redemption will cease to bear interest on the specified date set for redemption, provided funds for their redemption have been duly deposited with the Trustee pursuant to the Indenture and, thereafter, the holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed.

If provision is made for the payment of principal of, premium, if any, and interest on this Bond in accordance with the Indenture, this Bond shall no longer be deemed outstanding under the Indenture, shall cease to be entitled to the benefits of the Indenture, and shall thereafter be payable solely from the funds provided for payment.

Under certain circumstances as described in the Indenture, the principal of all the Bonds may be declared due and payable in the manner and with the effect provided in the Indenture. The Indenture directs the Trustee to declare an acceleration upon the occurrence of an event of default under the Reimbursement Agreement if directed to do so by the Bank or if the Obligor fails to deliver an Alternate Letter of Credit and the related opinions required by Section 3.7(c) of the Loan Agreement prior to the stated expiration date of the Letter of Credit then in effect. Except in certain circumstances related to payment of principal of, premium, if any, and interest on the Bonds, failure to provide an Alternate Letter of Credit and the related opinions or the wrongful dishonor by the Bank of a draft or other request for payment under the Letter of Credit, the Trustee has the right to accelerate the outstanding balance of the Loan and the principal of the Bonds in certain events only with the Bank's consent if the Letter of Credit is in effect, all as provided in more detail in the Indenture to which reference is hereby made. Immediately following any such declaration, the Trustee shall mail notice of such declaration by first class mail to each holder of Bonds at his last address appearing on the registration books of the Trustee. Any defect in or failure to give such notice of such declaration shall not affect the validity of such declaration.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations, if any, of the Issuer, the Obligor and the holders of the Bonds at any time with the consent of the holders of a majority in aggregate principal amount of the Bonds at the time outstanding which are affected by such modifications. The Indenture also permits amendments and supplements to the Indenture and the Loan Agreement, without requiring the consent of any Bondholders in certain specifically described instances. The Indenture also contains provisions permitting holders of a majority in aggregate principal amount of the Bonds at the time outstanding, on behalf of all the holders of all Bonds, to waive compliance by the Issuer and the Obligor with certain provisions of the Indenture and their consequences. Any such consent or waiver by the holder of this Bond shall be conclusive and binding upon such holder and on all future holders of this Bond and of any Bond issued in lieu hereof whether or not notation of such consent or waiver is made upon this Bond. Supplements and amendments to the Indenture or the Loan Agreement may be made only to the extent and in circumstances permitted by the Indenture.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or the Loan Agreement, or to institute action to enforce the covenants therein, or to take any action with respect to a default under the Indenture or the Loan Agreement, or to institute, appear in or defend any

suit or other proceedings with respect thereto, except as provided under certain limited circumstances described in the Indenture; provided, however, that nothing contained in the Indenture shall affect or impair any right of enforcement conferred on the holder hereof by the Act to enforce (i) the payment of the principal of and premium, if any, and interest on this Bond at and after the maturity thereof, or (ii) the obligation of the Issuer to pay the principal of and premium, if any, and interest on this Bond to the holder hereof at the time, place, from the source and in the manner as provided in the Indenture.

The holder of this Bond, by acceptance hereof, consents to all of the terms and provisions of the Indenture and the Loan Agreement.

It Is Hereby Certified, Recited And Declared, That all acts, conditions and things required to exist, happen and be performed precedent to the execution and delivery of the Indenture and the issuance of this Bond and the issue of which it is a part, do exist, have happened and have been timely performed in regular form and manner as required by law and the issuance of this Bond, together with all other obligations of the Issuer, does not exceed or violate any Illinois constitutional or statutory limitation of the Issuer.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized signers, this Bond shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

In Witness Whereof, The City of Chicago, Illinois has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and has caused its seal to be impressed or imprinted hereon, all as of the Date of Original Issue set forth above.

Attest: City of Chicago, Illinois

By: _____ By: _____

Its: City Clerk Its: Mayor

[Seal]

[Form Of Trustee's Certificate Of Authentication]

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

American National Bank and Trust Company of Chicago, as Trustee

By: _____

Its: _____

Authentication Date: _____

Assignment.

For Value Received, The undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Signature Guaranteed By:

_____ _____

Dated: _____, _____

Notice: Signature(s) must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17Ad-15 (17 C.F.R. 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

(Sub)Exhibit "E".
(To Trust Indenture)

Co-Trustee Agreement

Between

Seaway National Bank, As Co-Trustee

And

American National Bank And Trust Company Of Chicago, As Trustee

Dated As Of December 1, 1995.

$14,000,000

City Of Chicago, Illinois

Solid Waste Disposal Facility Revenue Bonds

(Groot Industries, Inc. Project),

Series 1995.

This Co-Trustee Agreement (this "Agreement") dated as of December 1, 1995 made and entered into by and between American National Bank and Trust Company of Chicago ("American National" or the "Trustee"), a national banking association with its principal place of business in the City of Chicago, Illinois, and Seaway National Bank ("Seaway" or the "Co-Trustee"), a national banking association with its principal place of business in the City of Chicago, Illinois;

Witnesseth.

Whereas, The City of Chicago, Illinois (the "Issuer") is concurrently with the delivery of this Agreement issuing its Fourteen Million Dollar ($14,000,000) Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995 (the "Bonds") pursuant to that certain

Indenture of Trust dated as of December 1, 1995 (the "Indenture") between the Issuer and the Trustee; and

Whereas, The proceeds of the Bonds will be loaned to Groot Industries, Inc., an Illinois corporation (the "Corporation"); and

Whereas, As additional security for the Bonds, the Corporation has entered into a Reimbursement Agreement dated as of December 1, 1995 (the "Reimbursement Agreement") with NBD Bank, a Michigan banking organization (the "Credit Provider"), providing for the issuance of an Irrevocable Transferable Letter of Credit (the "Credit Facility"); and

Whereas, The Indenture requires, if the Trustee is affiliated with the Credit Provider, for the Trustee to appoint a separate co-trustee for the purpose of making draws under the Credit Facility and agreeing to act as successor trustee in certain circumstances; and

Whereas, The Trustee has requested Seaway to enter into this instrument appointing Seaway as Co-Trustee under this Agreement.

Now, Therefore, In Consideration Of The Mutual Covenants, Undertaking And Promises Hereinafter Set Forth And For Other Good And Valuable Consideration And The Acceptance Of The Sum Of Ten Dollars ($10.00) Duly Paid By Each Of The Parties To The Other Upon The Execution And Delivery Of This Agreement, The Receipt And Sufficiency Of Which Is Hereby Acknowledged And Confessed, The Parties Hereto Agree As Follows:

1. Appointment of Co-Trustee. Seaway agrees to accept the duties and responsibilities of Co-Trustee under this Agreement and the Indenture. The Trustee hereby appoints Seaway as Co-Trustee with respect to the Bonds, such appointment to be upon the execution and delivery of this Agreement by the parties hereto. The Trustee and the Co-Trustee agree that this Agreement provides for the appointment of Seaway as Co-Trustee and vests in Seaway, as Co-Trustee, certain rights and responsibilities under the Indenture as specified herein and therein.

2. Orderly Transfer of Information. This Trustee and the Co-Trustee agree that the Co-Trustee shall be entitled to rely completely on the information and documents delivered to it by the Trustee and shall not be required to investigate the completeness or accuracy of such documentation or information unless the circumstances indicate that such investigation is prudent. The Trustee agrees to immediately furnish to the Co-Trustee by telecopy, a telecopy (number omitted for printing purposes) followed by mailing by first class mail, postage prepaid, a copy of any notice received by the Trustee under the Indenture.

3. Credit Facility. During the period that a Credit Facility secures the Bonds, the Co-Trustee hereby agrees to draw moneys under the Credit Facility for transfer to the Trustee in accordance with the terms thereof and of the Indenture. The Trustee agrees to verify the amounts necessary to be drawn under the Credit Facility and the dates such moneys are required upon the request of the Co-Trustee, but the Co-Trustee shall be primarily responsible for drawing on the Credit Facility as more specifically provided in the Indenture and Sections 4 and 5 hereof.

The Co-Trustee hereby agrees that it will not under any circumstances request that the Credit Provider reduce the amount of the Credit Facility without having received the prior written approval of the Trustee.

During the term of this Agreement, the Co-Trustee shall have the obligation to hold and maintain the Credit Facility for the benefit of the registered owners of the Bonds until the Credit Facility is replaced pursuant to the Indenture or terminates in accordance with its terms. If the Co-Trustee is removed or resigns as Co-Trustee, it shall transfer the Credit Facility to the successor Drawing Party as provided in the Credit Facility. When the Credit Facility is replaced pursuant to the Indenture or expires in accordance with its terms, the Co-Trustee hereunder shall immediately surrender it to the Credit Provider.

4. Beneficiary. The Trustee and the Co-Trustee will both be named as beneficiaries of the Credit Facility and will be entitled to draw thereon as further described in Section 5 below. All funds drawn by the Co-Trustee will be paid directly to the Trustee for application as follows: For Credit to Account No. 4326350; For Further Credit to Trust Account No._____.

5. Credit Facility Drawings. During the term of this Agreement, except as provided in the immediately succeeding sentence, the Co-Trustee shall have the sole right and responsibility to draw under the Credit Facility in the amounts and at the times required under the Indenture and without receiving instruction from the Trustee. In the event that the Trustee determines that the Co-Trustee shall have failed timely to perform such obligations, the Trustee shall have the right and obligation immediately to correct such failure and as a named beneficiary under the Credit Facility to draw under the Credit Facility in the amounts required under the Indenture. To assist the Trustee's compliance with the foregoing covenant, the Co-Trustee shall use its best efforts to provide a copy to the Trustee of any draw or notice to be delivered to the Credit Facility Issuer under the Credit Facility as soon as such copy becomes available.

6. Agreement to Act as Successor Trustee under the Indenture. The Co-Trustee hereby agrees that in the event that the Trustee determines that it is necessary or advisable for it to resign as trustee under the Indenture, if the Co-Trustee is then qualified to act as Trustee under the

Indenture, the Co-Trustee shall act as successor Trustee upon delivery of written notice from the Issuer directing the Co-Trustee to serve as Trustee. At the option of the Issuer, a successor Trustee other than the Co-Trustee may be appointed pursuant to the Indenture.

7. Status of Co-Trustee. Any funds received by the Co-Trustee must be immediately paid over to the Trustee for application as provided in the Indenture. The parties hereto acknowledge and agree that the Co-Trustee will have no investment responsibility and all requisitions for disbursement of bond proceeds will be submitted to and paid by the Trustee.

8. Representations. The Trustee represents that, to the best of its knowledge, all representations and statements made by it in this Agreement, the Indenture, and all other documents relating to the appointment of Seaway as Co-Trustee were at the time of their making, and are as of the date of this Agreement, true and correct in all material respects and did not and do not contain any untrue statement of a material fact or fail to state a fact necessary in order to make the representations made therein not misleading in light of the circumstances under which they were or are being made.

The Co-Trustee represents that, to the best of its knowledge, all representations and statements made by it in this Agreement and all other documents relating to its appointment as Co-Trustee were at the time of their making, and are as of the date of this Agreement, true and correct in all material respects and did not and do not contain any untrue statement of a material fact or fail to state a fact necessary in order to make the representations made therein not misleading in light of the circumstances under which they were or are being made.

The parties hereto represent and warrant to each of the other parties that (a) this Agreement has been duly authorized, executed and delivered by it and this Agreement and compliance with the terms hereof is legal, valid and binding upon it and will not conflict with or result in a breach of any provision of or constitute a default under the provisions of any agreement, character instrument, by-laws or other instrument to which it is a party or by which it is bound and (b) no consent, approval or authorization of, and no filing, registration or qualification with, any governmental authority or body is necessary on its part as a condition to the execution, delivery or performance of this Agreement.

9. Fees and Expenses. The Co-Trustee shall be entitled to receive the fees and expenses set forth in the letter from the Co-Trustee dated March 24, 1995 and accepted and agreed to by the Trustee to the extent that Trustee has received its fees from the Corporation pursuant to the Indenture.

10. Indemnity. The parties to this Agreement hereby agree to pay, protect, indemnify and save the other harmless from and against any and all fees and expenses, liabilities, losses, damages and costs (including attorneys' fees and expenses), causes of action, suits, claims, demands and judgments of whatsoever kind and nature arising from or in any manner directly or indirectly growing out of or connected with the performance of such party's duties hereunder, excepting, however, any such loss, cost, expense or damage resulting from gross negligence, willful misconduct or bad faith by the other party.

In the event of settlement of any litigation commenced or threatened, such indemnity shall be limited to the aggregate amount paid under a settlement affected with the written consent of the indemnifying party. The Trustee or the Co-Trustee shall promptly notify the other party in writing of any claim or action brought against such party in respect of which indemnity may be sought against the other party, setting forth the particulars of such claim or action. The Trustee or the Co-Trustee may employ separate counsel in any such action and participate in the defense thereof and the fees and expenses of such counsel shall be payable by the Corporation as provided in the Indenture. The obligations of the Trustee and Co-Trustee set forth in this section shall survive the termination of the Indenture and this Agreement.

11. Notification of Claims. The Trustee will notify the Co-Trustee in writing by certified letter or by personal delivery thereof within thirty (30) days of the time the Trustee is notified of any claim, action or suit of whatever nature or kind arising out of or because of the Trustee's actions as trustee for the Bonds. The Co-Trustee is to be notified by the Trustee as to the retention of any attorneys by the Trustee, either individually or as Trustee, for the purpose of defending or representing the Trustee in any of the aforesaid actions. Nothing contained herein shall be construed to limit the rights of the Co-Trustee to intervene in any such action and to be represented in any action which may be instituted that affects the rights and interest of the Co-Trustee.

The Co-Trustee will notify the Trustee in writing by certified letter or by personal delivery thereof within thirty (30) days of the time the Co-Trustee is notified of any claim, action or suite of whatever nature or kind arising out of or because of the Co-Trustee's actions as Co-Trustee for the Bonds. The Trustee is to be notified by the Co-Trustee as to the retention of any attorneys by the Co-Trustee, either individually or as Co-Trustee, for the purpose of defending or representing the Co-Trustee in any of the aforesaid actions. Nothing contained herein shall be construed to limit the rights of the Trustee to intervene in any such action and to be represented in any action which may be instituted that affects the rights and interest of the Trustee.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when placed in the hands of a carrier for delivery, charges prepaid:

(a) If To The Corporation, To:

Groot Industries, Inc.
1759 Elmhurst Road
Elk Grove Village, Illinois 60007
Attention: Mr. Larry Groot, President
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

(b) If To American National, To:

American National Bank and Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporate Trust Division
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

(c) If To The Credit Provider, To:

NBD Bank
100 East Higgins Road
Elk Grove Village, Illinois 60007
Attention: Commercial Loan Manager
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

(d) If To The Co-Trustee, To:

Seaway National Bank
645 East 87th Street
Chicago, Illinois 60619
Attention: Dedra DeLaney
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

or to such other address as the Corporation, the Trustee, the Credit Provider or the Co-Trustee may communicate in writing to each of the other parties.

13. Entire Agreement. This Agreement, the Indenture and the other documents referred to herein contain all terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter hereof shall be deemed to exist or bind the parties hereto unless in writing and executed by the Trustee and the Co-Trustee.

14. Benefit of the Agreement and Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns, and the Co-Trustee hereby agrees and acknowledges that if in the Trustee's sole discretion it should resign as Trustee for the Bonds, the Trustee is hereby authorized, empowered and permitted by the Co-Trustee to assign and transfer the benefits of this Agreement to such successor to American National as Trustee under the Indenture; provided that American National's successor as Trustee is qualified at the time of its appointment to serve as such under the Indenture. The Co-Trustee hereby acknowledges to any such successor and assign of American National that the Co-Trustee shall perform as to such successor and assign all duties and obligations under this Agreement including, but not limited to, drawing under the Credit Facility just as if such successor or assign of American National had been originally named as a party hereto and such successor and assign shall be a third party beneficiary of this Agreement. The Co-Trustee can assign and transfer its rights under this Agreement with the consent of the Trustee, and such consent shall not be unreasonably withheld by the Trustee.

15. Governing Law and Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity, operation or enforceability of any other provision of this Agreement.

16. Resolution of Inconsistent Provisions. In the event any of the provisions of this Agreement and the Indenture are inconsistent in any respect and cannot be reconciled, the provisions of the Indenture shall control over the provisions of this Agreement.

17. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

18. Headings. Section headings used in this Agreement are for convenience of reference only and are not intended to be a part of the provisions of this Agreement nor to control or affect the meanings, construction or effect of the same.

19. Definition of Terms. For all purposes of this Agreement, except as otherwise herein expressly provided or unless the context otherwise requires, the terms and expressions used in this Agreement shall have the same meaning as the corresponding terms and expressions used in the Indenture.

In Witness Whereof, The parties hereto have executed this Agreement as of the day and year first written above.

American National Bank and Trust Company of Chicago, as Trustee

By: _____

Its: Vice President

Attest:

By: _____

Its: Trust Officer

Seaway National Bank, as Co-Trustee

By: _____

Its: _____

Attest:

By: _____

Its: _____

Loan Agreement

Among

City Of Chicago, Illinois

And

Groot Industries, Inc.

Relating To

$14,000,000

City Of Chicago, Illinois

Solid Waste Disposal Facility Revenue Bonds

(Groot Industries, Inc. Project)

Series 1995

Dated As Of December 1, 1995.

This Loan Agreement is entered into as of December 1, 1995, between the City of Chicago, Illinois (the "Issuer"), whose post office address is City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and Groot Industries, Inc., an Illinois corporation ("Obligor"), whose post office address is 1759 Elmhurst Road, Elk Grove Village, Illinois 60007; and

Whereas, The Issuer is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of twenty-five thousand (25,000), and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, The Issuer is authorized pursuant to its powers as a home rule unit of government to provide financing for the costs of construction, acquisition and installation of equipment in industrial development projects including solid waste disposal facilities and related costs; and

Whereas, The Issuer is further authorized pursuant to its powers as a home rule unit of government to issue its revenue bonds, payable solely and only from the revenues and receipts to be derived by the Issuer from the Obligor, to provide funds to pay, in whole or in part, or to reimburse the Obligor for, the costs of constructing facilities and acquiring and installing

equipment in such industrial development projects including solid waste facilities and related costs; and

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

Whereas, Pursuant to, and in accordance with, an ordinance adopted by the City Council of the Issuer on December 13, 1995 (the "Bond Ordinance"), the Issuer has authorized and undertaken to issue Fourteen Million Dollars ($14,000,000) in aggregate principal amount of its Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995 (the "Series 1995 Bonds"), the proceeds of which will be used to (1) pay, or reimburse the Obligor for the payment of, the costs of acquiring land and buildings and constructing facilities and acquiring and installing certain equipment in the Project (as hereinafter defined) and (2) pay a portion of the expenses incurred in connection with the issuance of the Series 1995 Bonds; and

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

Whereas, The Obligor has made the necessary arrangements for the construction of facilities and the acquisition of land and buildings and installation of certain equipment in the Project which will be located in Chicago, Illinois and a functionally related, subordinated and integrated portion of which will be located in the contiguous municipality of Elk Grove Village, Illinois, the financing of which by the Issuer will constitute the financing of an industrial development project including a solid waste disposal facility and thus fulfill a public purpose as a benefit to the health and welfare of the Issuer and its residents and its environmental safety; and

Whereas, The Issuer and the Obligor are entering into this Loan Agreement in order to specify the terms and conditions of the financing of the construction of the facilities and the acquisition and installation of certain equipment in the Project, and the financing of the same by the Issuer; and

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

Whereas, As security for the repayment of the Loan (as hereinafter defined), the Obligor will deliver to the Trustee (as hereinafter defined) the Letter of Credit (as hereinafter defined) under which the Trustee will be

entitled to draw, in accordance with the terms thereof and the Indenture, up to an amount sufficient to enable the Trustee to pay the principal amount of, the Purchase Price and accrued interest on the Bonds; and

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

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

Article I.

Definitions.

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

"Arbitrage Regulation Agreement" means the arbitrage regulation agreement dated as of December 1, 1995 between the Issuer and the Obligor, as the same may be amended or supplemented from time to time as permitted thereby.

"Authorized Obligor's Representative" means John Garrity, or such other individual or individuals designated as such in writing by the Obligor. All consents, notices, representations, certificates, or other documentation required under this Agreement to be given by the Obligor may be given by the Authorized Obligor's Representative.

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

"Costs of the Project" means (a) the purchase price of the equipment to be acquired and installed for the project; (b) obligations of the Obligor incurred, or reimbursement to the Obligor, for construction, labor and contractors and materialmen in connection with the erection of an approximately fifty-one thousand (51,000) square foot material recovery

station, the expansion of an existing transfer station and installation of the Project; (c) the purchase of eight point two five (8.25) acres of land improved by an approximately thirty-three thousand (33,000) square foot industrial building to be used as a truck maintenance and depotting facility and necessary office space functionally related and subordinate to the facilities described in clause (b) hereof and integrated and contiguous with respect thereto; (d) the costs of refurbishment of the building described in clause (c) of at least Three Hundred Fifty Thousand Dollars ($350,000); (e) acquisition of four point three (4.3) acres of vacant land adjacent to the property described in clause (c); (f) the costs of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which is not paid by the contractor or contractors or otherwise provided for; (g) all costs of engineering services, including test borings, surveys, estimates, plans and specifications and preliminary investigations, and supervising construction, as well as for the performance of all other duties required by or consequent upon the proper construction of the Project; (h) Issuance Costs; (i) costs of equipping the Project; (j) all other costs which the Obligor shall be required to pay, under the terms of any contract or contracts, for the acquisition, construction and installation of the Project; (k) interest on the Series 1995 Bonds and property taxes during the construction component of the Project that may be capitalized under generally accepted accounting principles; (l) all other costs relating to the Project to the extent that (i) such costs are eligible for payment under the Ordinance, including all such costs described in attached (Sub)Exhibit B, and (ii) payment of such costs will not cause the interest on the Series 1995 Bonds to be included in gross income for federal income tax purposes; and (m) other costs of a nature comparable to those described in clauses (a) through (l) above which the Obligor shall be required to pay as a result of the damage, destruction, condemnation or taking of the Project or any portion thereof.

"Indenture" means the Trust Indenture dated as of December 1, 1995 between the Issuer and American National Bank and Trust Company of Chicago, as trustee, as the same may be amended or supplemented from time to time as permitted thereby.

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

"Land -- Existing" means that certain parcel of land described on (Sub)Exhibit F hereto.

"Land -- Contiguous" means approximately four point three (4.3) acres of the parcel of land adjacent and contiguous to the land -- Elk Grove Village and described on (Sub)Exhibit F hereto.

"Land -- Elk Grove Village" means that certain parcel of land described on (Sub)Exhibit F hereto

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

"Loan Repayments" means all amounts required to be paid by the Obligor to the Issuer (and the Trustee as the assignee of the Issuer) pursuant to the promissory note and Section 3.2 of this Agreement.

"Obligor" means Groot Industries, Inc., a Delaware corporation and its successors and assigns.

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

"Project" means the acquisition, construction and equipping of solid waste disposal facilities and facilities functionally related and subordinate thereto, all as more fully described in attached (Sub)Exhibit D.

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

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

Article II.

Representations.

Section 2.1 Representations By The Obligor.

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

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

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

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

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

(e) The Obligor has obtained all licenses, permits and approvals necessary and obtainable as of the Issue Date for the ownership or conduct of its business, including the transactions contemplated by this Agreement, the Indenture, the Pledge Agreement, the Promissory Note and the Reimbursement Agreement.

(f) The financing, acquisition and completion of the Project will help to relieve conditions of unemployment and encourage the increase of industry and commerce within the State by providing employment and increasing the tax base thereon and by improving the environment by disposing of solid waste.

(g) The Obligor intends to cause the Project to operate at all times during the term of this Agreement so as to qualify as a "solid waste disposal facility" for purposes of Section 142(a)(6) of the Code. The Obligor covenants to operate the Project as a disposal facility at all times during

the term of this Loan Agreement until all of the Bonds have been paid in full and are no longer Outstanding (as defined in the Indenture). The description of the Project contained in this Loan Agreement is substantially the same (in all material respects) as the description contained in the Obligor's application to the Issuer.

(h) The Project will be located within the territorial boundaries of the City of Chicago, Illinois (other than those functionally related and subordinate facilities located in the contiguous Elk Grove Village, Illinois and described in clause (b) of the definition of the Project) and will be constructed in such manner as to conform with all applicable zoning, planning, building, environmental and other regulations of governmental authorities having jurisdiction of the Project; all necessary utilities are available to the Project; and the Obligor has obtained all requisite zoning, planning, building, environmental and other permits necessary for the construction of and the use contemplated for the Project.

(i) None of the proceeds of the Series 1995 Bonds shall be applied to any costs of the acquisition or construction of the Project which were paid or incurred (within the meaning of Section 103 of the Code) prior to sixty (60) days before the inducement ordinance adopted by the Issuer with respect to the Project on October 2, 1995. No person that is a Substantial User of the Project or a Related Person after the acquisition date was also a Substantial User of the Project before August 3, 1995 (sixty (60) days prior to the date of the inducement ordinance).

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

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

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

(m) There are no other bonds described in Section 103 of the Code which have been issued, or are contemplated to be issued, for the benefit of the Obligor, any Principal User, or any Related Person to the Obligor or a Principal User and which (i) were or are to be sold at substantially the same time as the Series 1995 Bonds; (ii) were or are to be sold pursuant to a common plan of marketing as the marketing plan for the Series 1995 Bonds; (iii) were or are to be sold at substantially the same rate of interest as the interest rate on the Series 1995 Bonds; and (iv) are payable directly

or indirectly by the Obligor or from the source from which the Series 1995 Bonds are payable.

(n) The information furnished by the Obligor and used by the Issuer in preparing the Form 8038, Information Return for Private Activity Bond Issues, which will be filed by or on behalf of the Issuer with the Internal Revenue Service in Philadelphia, Pennsylvania pursuant to Section 149(e) of the Code, was true and complete as of the date of completion of said Form 8038.

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

(p) No portion of the net proceeds of the Series 1995 Bonds will be used to provide any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, 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 off premises consumption or residential real property for family units.

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

(r) No portion of the net proceeds of the Series 1995 Bonds will be used for the acquisition of any property (or an interest therein) unless the first use of such property is pursuant to such acquisition or unless rehabilitated as required by Section 147(d)(2) of the Code.

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

(t) The Obligor will comply with the provisions of Section 148 of the Code.

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

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

(w) At least ninety-five percent (95%) of the net proceeds of the Series 1995 Bonds will be used to finance a "solid waste disposal facility" within the meaning of Section 142(a)(6) of the Code.

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

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

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

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

(z) The Series 1995 Bonds are not being issued more than one (1) year after any portion of the Project has been placed in service.

(aa) The facilities being financed from the proceeds of the Series 1995 Bonds are utilized solely to dispose of useless, unused, unwanted or discarded solid material which has no market or other value at the place where it is located.

(bb) The Obligor covenants to comply with the Arbitrage Regulation Agreement. To the extent that the covenants in the Arbitrage Regulation Agreement differ from those contained in this Loan Agreement, the covenants contained in the Arbitrage Regulation Agreement shall control.

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

Section 2.2 Representations Of The Issuer.

The Issuer makes the following representations and warranties:

(a) The Issuer is a municipality duly constituted and validly existing within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois having a population of more than twenty-five thousand (25,000) and is a home rule unit of government under Section 6(a) of Article VII of said Constitution. Pursuant to its powers as a home rule unit of government, the Issuer has the power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action of the governing body of the Issuer, the Issuer has been duly authorized to execute and deliver this Agreement and the Indenture, to issue and sell the Series 1995 Bonds, and to make the Loan.

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

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

(d) The issuance and sale of the Bonds and the execution and delivery by the Issuer of the Indenture, the Placement Agreement, the Arbitrage Regulation Agreement and this Loan Agreement, and the performance by the Issuer of its obligations hereunder and thereunder (i) are within the

purposes of the Bond Ordinance and the power and authority of the Issuer, (ii) comply with the Constitution and laws of the State, (iii) are legal, valid and binding obligations of the Issuer and (iv) have been duly authorized by all necessary action on the part of the Issuer.

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

Section 2.3 No Recourse Against The Issuer.

The obligations of the Issuer under this Agreement are special, limited obligations of the Issuer, payable solely out of the revenues and income derived under this Agreement and the Promissory Note and as otherwise provided under this Agreement and the Indenture. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer within the purview of any constitutional limitation or provision, or a charge against the credit or general taxing powers of the Issuer. Neither the Issuer nor any person executing the Bonds shall be liable personally for the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds. No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bonds, the Bond Ordinance, the Indenture, this Loan Agreement, the Promissory Note, the Arbitrage Regulation Agreement or the Placement Agreement (or any other agreement entered into by the Issuer with respect thereto) against any past, present or future member, alderman, officer, employee or agent of the Issuer, or other elected or appointed officials of the Issuer, past, present or future, or any incorporator, member, alderman, officer, employee or agent of any successor thereto, as such, either directly or through the Issuer or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, alderman, officer, employee or agent or other elected or appointed officials of the Issuer, past, present or future, as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture, the Placement Agreement, the Arbitrage Regulation Certificate, this Loan Agreement and the Promissory Note (and any other agreement entered into by the Issuer with respect thereto) and the issuance of the Bonds.

Article III.

Loan And Repayment.

Section 3.1 Amount And Evidence Of Loan.

Concurrently with the issuance and delivery of the Series 1995 Bonds, the Issuer shall make and the Obligor shall receive the Loan in the principal sum of Fourteen Million Dollars ($14,000,000), the proceeds of which shall be used to make the required deposit to the Project Fund for payment of the Costs of the Project to be disbursed in accordance with Section 5.1 hereof. The Loan shall be evidenced by the Promissory Note.

Section 3.2 Loan Repayments.

On or before each date on which a payment of principal, premium, if any, or interest is due on the Bonds, whether by acceleration, mandatory redemption or otherwise, and until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provided for as set forth in Article V of the Indenture, the Obligor shall pay, or cause to be paid, to the Trustee, in immediately available funds for deposit in the Bond Fund, the Loan Repayments, including the amounts payable as principal of, premium, if any, and interest due on the Bonds on such date, less any Eligible Funds held by the Trustee in the Bond Fund and required to be applied to the payment of such principal, premium, if any, and interest on such date.

Notwithstanding any provision in this Section 3.2 to the contrary and except to the extent otherwise required by the Reimbursement Agreement between the Bank and the Obligor, if the Letter of Credit is outstanding and drawings may be made thereunder for the purpose of making payments with respect to the principal of, premium, if any, and interest due on the Bonds which are required to be made pursuant to this Section 3.2, such payments shall be made on such dates on behalf of the Obligor by the Trustee with funds drawn by the Trustee under the Letter of Credit pursuant to clause (i) of Section 308(a) of the Indenture, and no additional payments shall be due or paid by the Obligor hereunder with respect to the payment of principal of, premium, if any, or interest on such Bonds to the extent that funds are so drawn on the Letter of Credit and applied by the Trustee for such payment on such dates.

Section 3.3 Mandatory And Optional Prepayments Of The Promissory Note.

The Obligor shall have the option to prepay the Promissory Note in whole or in part in increments of principal of One Hundred Thousand Dollars ($100,000) during the Variable Rate Period or Five Thousand Dollars

($5,000) during the Fixed Rate Period and direct the redemption of the corresponding amount of Series 1995 Bonds then outstanding on such dates and pursuant to the provisions and limitations, and upon payment of any required premium, set forth in Section 217(a) of the Indenture.

The Obligor shall be obligated to prepay the Promissory Note at such times in order to enable the Trustee to redeem all or a portion of the Series 1995 Bonds as required in Sections 217(b) and (c) of the Indenture.

In the event the Obligor repays or prepays Loan Repayments and other amounts owing to the Trustee under this Agreement and the Indenture and to the Bank under the Reimbursement Agreement in such a manner so as to permit the Security to be released from the lien of the Indenture in accordance with Article V of the Indenture, then the Loan shall be deemed fully repaid and this Agreement and the Promissory Note shall be canceled on the date on which the Security is so released. To confirm such cancellation, the Obligor shall have the right to require the Trustee to cancel the Promissory Note and execute any further reasonable evidence of cancellation on the date the Security is so released.

In the event of any optional prepayment of the Promissory Note, on or before the date set for redemption of the Series 1995 Bonds to be redeemed in connection therewith, the Obligor shall deposit, or cause to be deposited from a draw on the Letter of Credit, in the Bond Fund with the Trustee immediately available Eligible Funds which, when added to Eligible Funds on hand with the Trustee, are sufficient to pay the principal of, premium, if any, and interest on the Series 1995 Bonds and to pay all fees, costs, and expenses of the Issuer and Trustee and Co-Trustee specified in Sections 3.5, 3.6, 6.4, 8.6 and 10.4 accruing through the date set for redemption of the Series 1995 Bonds (provided that no moneys derived from a draw on the Letter of Credit shall be used to pay such fees, costs and expenses of the Issuer or the Trustee or the Co-Trustee).

Section 3.4 Additional Payment Obligations Of The Obligor.

The Obligor agrees to pay, or cause to be paid, to the Trustee, for deposit in the Bond Purchase Fund, on or before each Optional Tender Date and on the Conversion Date and on each Mandatory Purchase Date, an amount sufficient, together with any moneys then held by the Trustee in the Bond Purchase Fund and available for such purpose under Section 403 of the Indenture, to enable the Trustee to pay the Purchase Price of all Bonds to be purchased on such date pursuant to Section 205 of the Indenture at the price specified therein; provided, however, that if the Letter of Credit is outstanding and drawings may be made thereunder for such purpose, payments with respect to the Purchase Price of the Bonds on such date which are required to be made by the Obligor under this Section 3.4 shall be made on behalf of the Obligor by the Trustee with funds drawn by the Trustee under the Letter of Credit pursuant to clause (ii) of Section 308(a) of the

Indenture, and no additional payments shall be due or paid by the Obligor hereunder with respect to the Purchase Price of such Bonds to the extent that funds are so drawn under the Letter of Credit and applied by the Trustee to payment of the Purchase Price of Bonds purchased on such date. Anything herein to the contrary notwithstanding, if on any Optional Tender Date or Mandatory Purchase Date or on the Conversion Date the amount theretofore paid by or on behalf of the Obligor hereunder together with the amount theretofore drawn under the Letter of Credit is, for any reason, insufficient to pay the Purchase Price of the Bonds being tendered on such date as provided in the Indenture, the Obligor hereby agrees to immediately pay an amount equal to such deficiency to the Trustee at its corporate trust office in lawful money of the United States of America and such payment shall be made at such times as are necessary so that sufficient funds will be available at such times as are necessary to pay the Purchase Price of the Bonds tendered under the Indenture at the times and in the manner contemplated by the Indenture.

Section 3.5 Payment Of Issuer Fees.

The Obligor shall pay a one-time issuance fee of Fourteen Thousand Dollars ($14,000) to the Department of Planning and Development of the Issuer prior to or contemporaneously with the making of the Loan. In addition, the Obligor shall pay, within ten (10) days of demand therefor, the reasonable fees and expenses of the Issuer related to the Project, or incurred by the Issuer in performing or enforcing the provisions of this Agreement or the Indenture.

Section 3.6 Administrative Expenses.

The Obligor shall pay, or cause to be paid, an amount equal to (i) the reasonable fees and charges of the Trustee and Co-Trustee for services rendered as Trustee under the Indenture and its reasonable expenses incurred as Trustee or Co-Trustee under the Indenture, as and when the same become due, including the reasonable fees of its Counsel, and (ii) the reasonable fees and charges of the Remarketing Agent for acting as Remarketing Agent under the Indenture, as and when the same become due, including the reasonable fees of its Counsel.

Section 3.7 Letter Of Credit; Alternate Letter Of Credit.

(a) The Obligor shall cause the Original Letter of Credit to be delivered to the Trustee on or before the Issue Date. The Original Letter of Credit shall terminate no earlier than the earliest of (i) the payment in full by the Bank of funds authorized to be drawn thereunder pursuant to a Final Draft, (ii) the surrender of the Letter of Credit by the Trustee to the Bank for cancellation as a result of (A) the payment in full of the Series 1995 Bonds

pursuant to the provisions of the Indenture, or (B) the acceptance by the Trustee of an Alternate Letter of Credit, as certified by the Trustee to the Bank, (iii) 5:00 P.M., Chicago, Illinois time, on December 15, 2005, (iv) the fifth (5th) day following the Conversion Date, or (v) the fifteenth (15th) calendar day following delivery to the Trustee of a direction by the Bank under Section 602 of the Indenture to declare the Bonds due and payable which has not been rescinded.

(b) (1) The Obligor shall have the right at any time and from time to time (but is not obligated) during the Variable Rate Period to arrange for the renewal, reissuance or extension of any Letter of Credit. Any renewal, reissuance or extension shall be for a period of at least one (1) year and shall expire on a December 15. Any extension or renewal of the Letter of the Credit during the Variable Rate Period shall not be required to be accompanied by the documentation required for an Alternate Letter of Credit as described in Section 3.7(b)(2) below.

(2) At any time during the Variable Rate Period upon at least forty-five (45) days prior written notice to the Trustee, the Obligor may, at its option, so long as it has not delivered a Conversion Notice pursuant to Section 204(a) of the Indenture, provide for delivery of an Alternate Letter of Credit which shall be effective on the date such Alternate Letter of Credit is accepted by the Trustee in accordance herewith. Any Alternate Letter of Credit shall be issued by a commercial bank, federal savings bank or savings and loan association organized under the laws of the United States or any state of the United States or the District of Columbia or a branch or agency of a foreign commercial bank located in the United States and subject to regulation by state or federal banking regulatory authorities and shall have the same terms as, and shall be in substantially the form of, the Original Letter of Credit, except that such Alternate Letter of Credit shall be for a period of at least one (1) year and shall expire on a December 15. On or before the date of delivery of any Alternate Letter of Credit to the Trustee, as a condition of acceptance of any Alternate Letter of Credit by the Trustee, the Obligor shall furnish to the Trustee (i) an opinion of Bond Counsel stating that the delivery of such Alternate Letter of Credit is authorized under and complies with this Section 3.7 and that the delivery of the Alternate Letter of Credit will not in itself result in the loss or exclusion of the interest on the Series 1995 Bonds from gross income for federal income tax purposes, and (ii) an opinion of Counsel stating that the Alternate Letter of Credit is a binding and enforceable obligation of the issuer thereof (except as enforceability may be limited by (A) bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally in the event of a bankruptcy or insolvency of the issuer of such Alternate Letter of Credit and (B) the availability of equitable remedies, including specific performance and injunctive relief), that payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code and that the issuer thereof is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States or is a branch or agency of a foreign commercial bank

located and doing business in the United States and subject to regulation by state or federal baking regulatory authorities. In the case of an Alternate Letter of Credit issued by a branch or agency of a foreign commercial bank there shall also be delivered an opinion of Counsel satisfactory to the Trustee and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Alternate Letter of Credit is the legal, valid and binding obligation of such bank enforceable in accordance with its terms.

(3) Upon receipt of such documentation, the Trustee shall accept such Alternate Letter of Credit, surrender the previous Letter of Credit, and shall give notice thereof, all as set forth in Section 308 of the Indenture.

(c) (1) On the Business Day immediately preceding the Conversion Date, the Obligor shall cause to be delivered to the Trustee (A) an amendment to the Letter of Credit or an Alternate Letter of Credit, which Letter of Credit as amended, or Alternate Letter of Credit, as the case may be, (i) shall have the same terms as, and shall be in substantially the form of, the Original Letter of Credit, except that it shall provide for the payment of the outstanding principal, any redemption premium and up to two hundred ten (210) days interest (based on a three hundred sixty (360) day year) payable with respect to the Series 1995 Bonds after the Conversion Date, (ii) shall be effective on the Conversion Date, (iii) shall be for a period of at least five (5) years after the Conversion Date or the remaining term of the Series 1995 Bonds, whichever is less, and (iv) shall expire on a December 15, (B) an opinion of Bond Counsel stating that the delivery of the amendment to the Letter of Credit then in effect or Alternate Letter of Credit, as the case may be, is authorized under and complies with this Section 3.7(c) and that the delivery of the Alternate Letter of Credit will not in itself result in the loss or exclusion of the interest on the Series 1995 Bonds from gross income for federal income tax purposes, (C) an opinion of Counsel stating that (i) the Letter of Credit, as amended, or the Alternate Letter of Credit, as the case may be, is a binding and enforceable obligation of the Issuer thereof (except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and the availability of equitable remedies, including specific performance and injunctive relief), (ii) payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code in the event of a bankruptcy proceeding by or against the Issuer or the Obligor, and (iii) the issuer thereof is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States or is a branch or agency of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal banking regulatory authorities, and (D) evidence that the issuer of the Letter of Credit, as amended, or Alternate Letter of Credit, as the case may be, is rated by a Rating Agency at least equal to the greater of (i) the rating of the issuer of the then existing Letter of Credit, or (ii) "A". In the case of a Letter of Credit or an Alternate Letter of Credit, as the case may be, issued by a branch or agency of a foreign commercial bank there shall also be delivered

an opinion of Counsel satisfactory to the Trustee and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Letter of Credit, as amended, or Alternate Letter of Credit, as the case may be, is the legal, valid and binding obligation of such bank enforceable in accordance with its terms.

(2) The Obligor shall have the right (but is not obligated) after the Conversion Date to arrange for the renewal, reissuance or extension of any Letter of Credit. Any renewal, reissuance or extension shall be for a period of at least five (5) years or the remaining term of the Series 1995 Bonds, whichever is less, and shall expire on a December 15. Any extension or renewal of the Letter of Credit during the Fixed Rate Period shall not be required to be accompanied by the documentation required for an Alternate Letter of Credit as described in Section 3.7(c)(3).

(3) At any time after the Conversion Date upon at least forty-five (45) days prior written notice to the Trustee, the Obligor may, at its option, provide for delivery of an Alternate Letter of Credit which shall be effective on the date such Alternate Letter of Credit is accepted by the Trustee in accordance herewith. Any Alternate Letter of Credit shall be issued by a commercial bank, federal savings bank or savings and loan association organized under the laws of the United States or any State of the United States or the District of Columbia or a branch or agency of a foreign commercial bank located in the United States and subject to regulation by state or federal banking regulatory authorities and shall have the same terms as and shall be in substantially the form of, the amended Letter of Credit or Alternate Letter of Credit, as the case may be, delivered pursuant to Section 3.7(c)(1) except that such Alternate Letter of Credit shall be for a period of at least five (5) years or the remaining term of the Series 1995 Bonds, whichever is less, and shall expire on a December 15. On or before the date of delivery of any Alternate Letter of Credit to the Trustee, as a condition of acceptance of any Alternate Letter of Credit by the Trustee, the Obligor shall furnish to the Trustee (A) an opinion of Bond Counsel stating that the delivery of the amendment to the Letter of Credit then in effect or Alternate Letter of Credit, as the case may be, is authorized under and complies with this Section 3.7(c) and that the delivery of the Alternate Letter of Credit will not in itself result in the loss or exclusion of the interest on the Series 1995 Bonds from gross income for federal income tax purposes, (B) an opinion of Counsel stating that (i) the Alternate Letter of Credit is a binding and enforceable obligation of the Issuer thereof (except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally in the event of a bankruptcy or insolvency of the issuer of such Alternate Letter of Credit and the availability of equitable remedies, including specific performance and injunctive relief), (ii) payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code in the event of a bankruptcy proceeding by or against the Issuer or the Obligor, and (iii) the issuer thereof is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States or is a

branch or agency of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal banking regulatory authorities, and (C) evidence that the issuer of the Alternate Letter of Credit is rated by a Rating Agency at least equal to the greater of (i) the rating of the issuer of the then existing Letter of Credit, or (ii) "A". In the case of an Alternate Letter of Credit issued by a branch or agency of a foreign commercial bank there shall also be delivered an opinion of counsel satisfactory to the Trustee and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Alternate Letter of Credit is the legal, valid and binding obligation of such bank enforceable in accordance with its terms.

Section 3.8 Credit For Bonds Surrendered.

The Obligor shall have the right to surrender Bonds, other than Bonds pledged to the Bank pursuant to the Pledge Agreement, acquired by it to the Trustee. Bonds so surrendered shall be forthwith cancelled and the principal amount thereof shall be applied as credits with respect to the Loan Repayments due and payable on the respective maturity dates on such Bonds. The Trustee shall provide the Bank with a certificate for the reduction of the amounts available to be drawn under the Letter of Credit as a result of such payments in accordance with the terms of the Letter of Credit.

Article IV.

No Security Interest In Project.

The Issuer shall have no rights to or any interest in the Project, which shall be the sole and exclusive property of the Obligor. However, the Obligor agrees that, subject to reasonable security and safety regulations, the Issuer and the Trustee shall have the right at all reasonable times to enter upon the site of the Project in order to determine that it conforms with the requirements of this Agreement.

Article V.

Construction, Acquisition And Installation Of The Project.

Section 5.1 Disbursements From The Project Fund.

Moneys in the Project Fund shall be used for payment of the Costs of the

Project and for the other purposes set forth in this Agreement, but for no other purposes. The Trustee shall not be obligated to make any disbursement to the Obligor out of the Project Fund upon the occurrence and during the continuance of an Event of Default under Section 10.1 hereof and the Bank need not consent to any disbursement if there is then an Event of Default or event which, with the giving of notice or lapse of time or both, would constitute an Event of Default under the Reimbursement Agreement.

Each of the payments to be made for Costs of the Project as herein provided shall be made only upon delivery to the Trustee of a Requisition Certificate signed by the Authorized Obligor's Representative and approved in writing by the Bank. The Bank shall not be obligated to approve any disbursement from the Project Fund unless the Obligor has satisfied the terms and conditions for each disbursement described in the Construction Loan Agreement dated as of December 1, 1995 between the Obligor and the Bank (the "Construction Loan Agreement"). The Obligor shall deliver or cause to be delivered to the Trustee and the Bank (i) if requested, waivers of lien and/or architects' certifications satisfactory in form and substance to the Bank, (ii) an itemization of Costs of the Project in sufficient detail to evidence the incurring of the costs thereof, and (iii) such other documentation as the Trustee and the Bank may reasonably request.

Section 5.2 Obligation Of The Obligor To Complete The Project And To Pay Costs In Event Project Fund Is Insufficient.

The Obligor hereby agrees to substantially complete the Project on or before December 15, 1996 or such other date acceptable to the Bank substantially in accordance with the Plans. If requested, the Obligor shall make available to the Issuer, the Bank and the Trustee copies of the Plans and such other information concerning the Project as any of them may reasonably request. The Obligor may revise the Plans, provided, however, that the Project shall not be materially altered in scope, character, value or operation without the prior written consent of the Bank, and provided, further, that the expenditure of moneys for the Project as modified is permitted by the ordinance and will not impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. Upon the reasonable request of the Issuer, the Bank of the Trustee, the Obligor shall provide the Issuer, the Bank and the Trustee with all revisions of the Plans and opinions of professional engineers, architects and counsel, satisfactory to the Issuer, the Bank and the Trustee, as to the conformity of such revisions with the requirements of this Section 5.2.

In the event the moneys in the Project Fund are insufficient to complete the Project and to pay all costs, fees and expenses in connection therewith, the Obligor nevertheless agrees to substantially complete the Project on or before the date and in the manner specified above, and promptly to pay all such costs, fees and expenses. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the

Project Fund will be sufficient to pay the entire amount of such costs, fees and expenses of the Project. The Obligor shall not be entitled to any reimbursement from the Issuer or the Trustee, on account of its payment of any such excess costs, fees and expenses, nor shall it be entitled to any diminution in or postponement of any payment required hereunder or under the Promissory Note.

Section 5.3 Investment Of Project Fund, Bond Fund And Bond Purchase Fund Moneys.

Any moneys held in the Project Fund, Bond Fund or Bond Purchase Fund shall, pending disbursement and upon written request of the Obligor or upon oral or facsimile request of the Obligor later confirmed in writing, be invested only in Permitted Investments in accordance with the provisions of Section 406 of the Indenture, all at such maturities, rates of interest and other specifications as the Obligor may indicate in its request to the Trustee. The investments shall mature not later than the respective dates estimated by the Obligor when the moneys in such Funds shall be needed for the purposes provided in this Agreement and the Indenture, but should the cash balance in a Fund be insufficient for such purpose, the Trustee is authorized to sell the necessary portion of such investments to meet that purpose. Recognizing that such investments shall be made at the written direction of the Obligor, the Issuer agrees to cooperate with the Obligor and the Obligor covenants that it will restrict the use of the proceeds of the Bonds (and any other funds or moneys which may be deemed to be proceeds of the Bonds pursuant to Section 148(a) of the Code), in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are issued, so that the Bonds will not constitute "arbitrage bonds" under Section 148(a) of the Code.

Section 5.4 Certificate As To Completion.

Upon the completion of the acquisition, construction and installation of the Project and prior to the final requisition of funds from the Project Fund, the Obligor shall submit to the Trustee and the Bank a completion certificate signed by the Obligor substantially in the form of attached (Sub)Exhibit A. All Bond proceeds remaining in the Project Fund after the Completion Date shall be treated as Surplus Bond Proceeds and transferred to the Bond Fund to be applied by the Trustee in the manner provided in Section 11.1 hereof.

Article VI.

Use Of Project, Maintenance, Taxes And Insurance.

Section 6.1 Use, Maintenance And Modifications Of Project By Obligor.

The Obligor shall own the real property, buildings and equipment comprising the Project and during the term of this Agreement will use such facilities as a qualifying solid waste disposal facility. The Obligor does not know of any reason why the Project will not be so used and occupied as described above in the absence of supervening circumstances not now anticipated by it or beyond its control. Notwithstanding the foregoing, the Obligor shall have the right to use the Project during the term of this Agreement for any lawful purpose that will not affect the validity of the Bonds or impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. The failure of the Obligor to use, lease for use, or occupy the Project for its intended purposes shall not in any way abate or reduce the obligation of the Obligor to repay the Loan under the provisions of this Agreement, and shall not be deemed a default under this Agreement in any respect as long as such alternative use is caused by supervening circumstances not now anticipated and does not impair the exclusion of interest on the Bonds from gross income for federal income tax purposes.

The Obligor agrees that it will keep the Project in good repair and good operating condition, ordinary wear and tear excepted, at its own cost.

The Obligor may make additions, modifications and improvements to the Project from time to time as the Obligor, in its discretion, may deem to be desirable, the cost of which shall be paid by the Obligor and the same (except any machinery, equipment or furniture installed under Section 9.2 hereof) shall become part of the Project, provided, however, that such additions, modifications and improvements do not materially and adversely alter the scope, character, value or operation of the Project without the prior written consent of the Issuer and the Bank and do not impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Trustee, the Issuer or the Bank may request opinions of professional engineers, architects and Counsel, satisfactory to the Issuer, the Trustee and the Bank, as to the satisfaction of the requirements set forth in this paragraph.

Section 6.2 Taxes, Other Governmental Charges And Utility Charges.

The Obligor shall pay before any interest, collection fees or penalties shall accrue, every lawful cost, expense and obligation of every kind and nature, foreseen or unforeseen, for the payment of which the Obligor is or shall become liable by reason of its estate or interest in the Project or any portion

thereof, by reason of any right or interest of the Obligor in or under this Agreement, or by reason of or in any manner connected with or arising out of the possession, operation, maintenance, alteration, repair, rebuilding, use or occupancy of the Project or any portion thereof, including, without limitation, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any machinery, equipment or other property installed or brought by the Obligor therein or thereon (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the receipts, income or profits of the Issuer from the Project and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project); provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Obligor shall be obligated to pay only such installments as they become due.

The Obligor may, at its expense and in its own name, in good faith contest any such taxes, assessments and other charges as provided in the Reimbursement Agreement.

The Obligor shall furnish to the Issuer promptly, upon request, proof of the payment of any such tax, assessment or other governmental or similar charge, or any other charge which is payable by the Obligor as set forth above.

Section 6.3 Insurance.

The Obligor shall from the date hereof continuously insure the Project or cause the Project to be insured against such risks as are customarily insured against by businesses of like size and character. Prior to the Completion Date, the Obligor shall carry or cause contractors to carry builders' risk insurance in an amount equal to or exceeding the full insurable value of the Project from time to time. After the Completion Date, the Obligor shall carry and maintain hazard insurance in an amount not less than the outstanding principal amount of the Bonds. Any hazard insurance policy (including builders' risk coverage) shall name the Bank as an additional insured or mortgagee and shall contain a standard mortgagee loss payable endorsement in favor of the Bank. So long as no Event of Default has occurred and is continuing, all claims on any hazard insurance policy may be adjusted by the Obligor with the insurers and all insurance proceeds for loss or damage to the Project shall be payable to the Bank for application as provided in Article VII of this Agreement. In addition to the foregoing, the Obligor shall maintain insurance policies as required by the Bank pursuant to the Reimbursement Agreement or any mortgage or security agreement securing the obligations of the Obligor under the Reimbursement Agreement.

Section 6.4 Advances.

In the event that the Obligor shall fail to pay any of the charges required to be paid under Section 6.2 hereof when due, to maintain the insurance coverage required by Section 6.3 hereof or to keep the Project in good repair and operating condition as required by Section 6.1 hereof, the Issuer, the Trustee or the Bank may, but shall be under no obligation to, pay such charges, take out such policies of insurance, or make such repairs or replacements as are necessary and provide for payment thereof; and all such amounts so advanced therefor shall become an additional obligation of the Obligor to the one making the advancement together with interest thereon from the date of advancement until paid, in the case of amounts advanced by the Issuer or the Trustee, at the per annum rate of interest equal to the rate of interest publicly announced from time to time by the bank serving as Trustee as its "prime rate" plus three percent (3%) (but in no event in excess of the highest rate of interest permitted by law), and in the case of amounts advanced by the Bank, at the rate specified in the Reimbursement Agreement.

Article VII.

Damage, Destruction And Condemnation.

In the event (i) the Project is destroyed or sustains damage or (ii) title to or temporary use of all or substantially all of the Project is taken in condemnation or by the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, the Obligor shall promptly give written notice thereof to the Issuer, the Bank and the Trustee. The net proceeds of the title insurance and casualty and property insurance carried with respect to the Project or the net proceeds resulting from condemnation or eminent domain proceedings shall be paid to the Bank and subject to the provisions of the Mortgage (as defined in the Reimbursement Agreement). In case of any loss involving loss to the Project when the next succeeding sentence is not applicable, the Obligor shall make or cause to be made the necessary repairs to or replacements of the Project and any proceeds of insurance maintained by the Obligor shall be paid to the Obligor as reimbursement for the costs of such repairs or replacements. In the event of actual or constructive loss of any portion of the Project in excess of Two Hundred Fifty Thousand Dollars ($250,000), the Bank shall notify the Trustee whether such insurance or condemnation proceeds will be permitted to be used to restore the Project as hereinafter provided or used to prepay the Loan and cause the Series 1995 Bonds to be paid or redeemed to the extent of the available insurance or condemnation proceeds. If the Obligor requests that the insurance proceeds be used to repair or restore the Project and delivers to the Bank a certificate setting

forth the estimate of the costs of restoration and evidence satisfactory to the Bank that there are sufficient funds to restore the Project, and the Obligor shall not be in default under the Reimbursement Agreement, then the Bank shall permit such insurance proceeds to be used to repair the Project. If the Bank allows such proceeds, or any part thereof, to be used to restore the Project, the Trustee shall deposit the net insurance or condemnation proceeds it receives from the Bank in the Project Fund, which shall be reactivated, or if the Bank elects to cause the Loan to be prepaid to the extent of such net proceeds, such insurance or condemnation proceeds shall be deposited in the Bond Fund and be used to reimburse the Bank for a draw under the Letter of Credit in connection with the redemption of Series 1995 Bonds as provided in Section 217(b) of the Indenture. Prior to their expenditure, such insurance or condemnation proceeds shall be invested so as not to have an adverse effect on the exclusion of the interest on the Series 1995 Bonds from gross income for federal income tax purposes.

If the Project is to be restored, the Obligor shall diligently proceed to do so with reasonable dispatch and the Trustee will, upon delivery to the Trustee and the Bank of a certificate or certificates which set forth the Obligor's estimate of the cost of total restoration and which are satisfactory to the Bank, signed by an authorized officer of the Obligor and approved in writing by the Bank, in the same form as required by Section 5.1 hereof, and provided no Event of Default specified in Section 10.1 hereof has occurred and is continuing, apply so much as may be necessary of the moneys in the Project Fund to the payment or reimbursement of the costs of such repair, rebuilding or restoration, and the Obligor will nonetheless complete the work thereof and will pay the cost thereof in excess of the amount of moneys in the Project Fund. The Obligor shall not, by reason of the payment of any such excess costs, be entitled to any reimbursement from the Issuer or the Trustee or any diminution in or postponement of any obligation hereunder. Any balance of such moneys remaining in the Project Fund after providing for or making payment of all costs of such repair, rebuilding or restoration, or which have not been so used within a reasonable period of time under the circumstances, as determined by the Bank, shall be treated as Surplus Bond Proceeds and applied pursuant to Section 11.1 hereof.

Article VIII.

Special Covenants.

Section 8.1 Unconditional Obligation.

The Obligor hereby acknowledges and agrees that the Obligor's obligation to make Loan Repayments and the other payments required hereunder and to perform and observe the other agreements herein contained shall be absolute and unconditional and shall not be subject to any abatement,

reduction, set-off, defense, counterclaim or recoupment for any reason whatsoever. Except as otherwise expressly provided herein, this Agreement shall not terminate, nor shall the obligations of the Obligor be affected, by reason of any defect in or damage to or loss or destruction of all or any part of the Project, the failure of the Issuer to perform or observe any agreement, liability or obligation hereunder or the lawful prohibition of the Obligor's or any other Person's use of the Project, the interference with such use by any Person, the invalidity or unenforceability or lack of due authorization or other infirmity of this Agreement or any part hereof, lack of right, power or authority of the Issuer to enter into this Agreement, or for any other cause whether similar or dissimilar to the foregoing, any present or future tax or other law to the contrary notwithstanding, it being the intention of the parties hereto that Loan Repayments and other amounts payable by the Obligor hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Agreement.

In the event the Obligor shall fail to make or cause to be made any of the payments required to be made under this Agreement, the unpaid amount shall continue to be an obligation of the Obligor until such amount shall be fully paid, and the Obligor agrees to pay the same with interest thereon from the date when due until paid at the greater of the rate borne by the related series of Bonds or the per annum rate of interest equal to the rate of interest announced from time to time by the Trustee as its "prime rate" plus three percent (3%) but not greater than the highest rate of interest permitted by law.

Section 8.2 Right Of Access To The Project.

Subject to the reasonable security and safety requirements of the Obligor, the Obligor agrees that the Issuer, the Bank and the Trustee, and their respective duly authorized agents, shall have the right at all reasonable times upon reasonable notice to enter upon the Project to examine and inspect the same, and shall have the right at all reasonable times to inspect all books and records of the Obligor relating to the Project and make copies thereof.

Section 8.3 Maintenance Of Existence And Qualification.

The Obligor agrees that throughout the term of this Agreement it shall maintain its existence and shall not merge or consolidate with any other Person and shall not transfer or convey all or substantially all of its property, assets and licenses, except as otherwise provided in the Reimbursement Agreement.

The Obligor warrants (i) that it is and throughout the term hereof it will continue to be qualified to do business in the State, and (ii) that if it elects to

consolidate with, merge into or transfer all or, substantially all of its assets to another corporation or other entity in accordance with this section, and such other corporation or other entity is not organized under the laws of the State, the Obligor, as a condition of such consolidation, merger or transfer of assets, shall cause such other corporation or other entity to qualify to do business in the State and to remain so qualified continuously during the term hereof.

Section 8.4 Covenant As To Non-Impairment Of Tax-Exempt Status.

The Obligor covenants that, notwithstanding any provision of this Agreement or the rights of the Obligor hereunder, it will not take, or permit to be taken on its behalf, any action that would impair the exclusion of interest on the Bonds from gross income for federal income tax purposes and that it will take such reasonable action for itself and on behalf of the Issuer as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

The Obligor will not cause or permit any proceeds of the Bonds to be invested in a manner contrary to the provisions of Section 148 of the Code and will assure compliance with such requirements on behalf of the Issuer. At least every year, the Obligor will furnish to the Issuer and the Trustee a report showing the amounts that will be required to be paid to the United States of America pursuant to the provisions of Section 148(f) of the Code as of the end of such year. The Obligor shall calculate and timely pay to the United States of America, for the account of the Issuer, all amounts required to be so paid in accordance with said Section 148(f) and shall maintain, on behalf of the Issuer, all records required to be maintained pursuant to said Section 148(f). At least once every five (5) years, and not later than sixty (60) days after the payment in full of the Series 1995 Bonds, the Obligor will furnish to the Issuer and the Trustee a certificate showing compliance with the applicable provisions of said Section 148(f), which certificate shall be accompanied by an opinion of Counsel or certificate of accountants supporting the matters set forth in such certificate.

In addition to the foregoing covenants, the Obligor further covenants that (i) it will requisition, apply and spend the moneys in the Project Fund in a manner so that as of any date at least ninety-five percent (95%) of the total amount theretofore requisitioned from the Project Fund will be applied to finance costs (incurred after July 20, 1995) for the acquisition, construction, rehabilitation or improvement of land and other property which qualifies as a solid waste disposal facility under Section 142(a)(6) of the Code; (ii) it will not permit moneys in the Bond Fund, Bond Purchase Fund or Project Fund to be invested in such a manner as to cause the Bonds to be "arbitrage bonds" under Section 148(a) or the Code; (iii) it will not requisition from the Project Fund more than Two Hundred Eighty Thousand Dollars ($280,000) to pay Issuance Costs; and (iv) no portion of the net proceeds of the Series 1995

Bonds will be used for the acquisition of any property (or an interest therein) unless the first use of such property is pursuant to such acquisition.

The Obligor acknowledges that a failure to abide by the foregoing covenants may result in a Determination of Taxability. In the event of a Determination of Taxability for any reason, the sole and exclusive remedy of the holders of the Series 1995 Bonds and the Trustee on their behalf shall be the early redemption of the Series 1995 Bonds as provided therein under the caption "Mandatory Redemption".

Section 8.5 Indemnity, Expenses.

(a) The Obligor shall defend, indemnify and hold the Issuer, the Trustee and the Co-Trustee and their respective members, officers, agents, employees, successors and assigns or other elected or appointed officials of the Issuer, past, present or future (the "Indemnified Persons") harmless from any loss, claim, damage, tax, penalty or expense (including reasonable counsel fees), or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from, or in any way connected with: (i) the financing, installation, operation, use, or maintenance of the Project, (ii) any act, failure to act, or misrepresentation by any person in connection with the issuance, sale, delivery or marketing of the Bonds, or (iii) any act, failure to act or misrepresentation by any Indemnified Person in connection with this Loan Agreement or any other document involving any Indemnified Person in this matter. If any suit, action or proceeding is brought against any Indemnified Person, that suit, action or proceeding shall be defended by counsel to the Obligor or as to the Issuer, by counsel selected by the Issuer at the expense of the Obligor. The Indemnified Person shall promptly notify the Obligor in writing of any suit, action or proceeding of which they have knowledge and for which they are seeking indemnification under this Section 8.5. The failure to provide such notice shall not affect the Obligor's obligations under this Section 8.5. The Obligor shall not be liable for any settlement of any proceeding made without its written consent. The Indemnified Person (other than the Issuer, which shall have the right in all instances to representation by counsel selected by the Issuer and at the expense of the Obligor) shall have the right to employ separate counsel in any such action and to participate in the defense, but the fees and expenses of such counsel shall be at the expense of the party so employing separate counsel unless (i) the employment thereof has been specifically authorized, in writing, by the Obligor, (ii) the Obligor has failed to assume the defense and employ counsel, or (iii) the parties to any such action (including any impleaded parties) include both the party so employing separate counsel (or any person serving at any time as one of its members, officers, agents or employees) and the Obligor, and the party so employing separate counsel shall have been advised, in writing, by its counsel that representation of the Obligor and such party (or any person serving at any time as one of its members, officers, agents or employees) by the same counsel would be inappropriate under applicable standards of

professional conduct due to actual or potential differing interests between them, which such decision and determination shall be made at the sole and reasonable discretion of the Indemnified Person and its counsel (in which case, if the party so employing separate counsel notifies the Obligor in writing that it elects to employ separate counsel at the expense of the Obligor, the Obligor shall not have the right to assume the defense of such action on behalf of such party, and the Obligor shall indemnify the Indemnified Persons for the cost of that defense, including reasonable counsel fees and expenses).

(b) If a court of competent jurisdiction finds that the liability in question under subsection (a) was caused by the willful misconduct or gross negligence of any involved Indemnified Person, the Obligor shall not be obligated to indemnify the Indemnified Person under subsection (a) unless such court determines that, despite the adjudication of liability, but in view of all circumstances of the subject case, the Indemnified Person is fairly and reasonably entitled to indemnification for the expenses which such court considers proper.

(c) The Obligor shall also, in the same manner, indemnify any Indemnified Person for all reasonable costs and expenses, including reasonable counsel fees, incurred in: (i) enforcing any obligation of the Obligor under this Loan Agreement or any related agreement, (ii) taking any action requested by the Obligor, (iii) taking any action required by this Loan Agreement or any related agreement, or (iv) taking any action reasonably considered necessary by the Indemnified Person and which is authorized by this Loan Agreement or any related agreement.

(d) The Obligor shall defend, indemnify and save the Trustee and the Tender Agent harmless against and from all fees, costs, expenses, losses, liabilities or damages and reasonable attorneys' fees incurred by the Trustee and the Tender Agent in the exercise and performance of any of their respective powers and duties hereunder or under the Indenture, except to the extent that such loss, liability or damage, including reasonable attorneys' fees, is incurred by reason of their respective negligence or willful misconduct.

(e) Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Issuer retains the right to (i) enforce any applicable federal or state law or the Bond Ordinance and (ii) enforce any rights accorded to the Issuer by federal or state law or the Bond Ordinance, and nothing in this Loan Agreement shall be construed as an express or implied waiver thereof.

(f) The Obligor shall also indemnify the Issuer for all reasonable costs and expenses, including reasonable counsel fees, incurred in: (i) enforcing any obligation of the Obligor under this Agreement or any related agreement, (ii) taking any action requested by the Obligor, (iii) taking any action

required by this Agreement or any related agreement, or (iv) taking any action considered necessary by the Issuer and which is authorized by this Agreement or any related agreement.

(g) The Obligor shall indemnify and save the Trustee, the Co-Trustee, the Tender Agent and the Remarketing Agent harmless against and from all loss, liability or damages and reasonable attorneys' fees incurred by each of them in the exercise and performance of any of their powers and duties hereunder or under the Indenture or the Pledge Agreement, in the case of the Trustee, except to the extent that such loss, liability or damage, including reasonable attorneys' fees, is incurred by reason of their gross negligence or willful misconduct.

(h) The obligations of the Obligor under this Section 8.5 shall survive any assignment or termination of this Agreement.

Section 8.6 Compliance With Laws.

The Obligor shall, throughout the term of this Agreement and at no expense to the Issuer, promptly comply or cause compliance with all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Project or to the repair and alteration thereof, or to the use or manner of use of the Project.

Section 8.7 Indenture Provisions.

The Indenture provisions concerning the Bonds and the other matters therein are an integral part of the terms and conditions of this Loan made by the Issuer to the Obligor pursuant to this Agreement and the execution of this Agreement shall constitute conclusive evidence of approval of the Indenture by the Obligor to the extent it relates to the Obligor. Additionally, the Obligor agrees that, whenever the Indenture by its terms imposes a duty or obligation upon the Obligor, such duty or obligation shall be binding upon the Obligor to the same extent as if the Obligor were an express party to the Indenture, and the Obligor hereby agrees to carry out and perform all of its obligations under the Indenture as fully as if the Obligor were a party to the Indenture.

Section 8.8 Recording And Maintenance Of Liens.

(a) The Obligor will, at its own expense, take all necessary action to maintain and preserve any liens and security interest of this Loan Agreement or the Indenture so long as any principal of, premium, if any, or interest on the Bonds remains unpaid.

(b) The Obligor will promptly, but not later than six (6) months prior to the date any financing statement or continuation statements must be filed to perfect or maintain the security interest granted to the Trustee pursuant to the Indenture, prepare the required financing or continuation statements and forward completed originals to the Trustee accompanied by the name and address of the appropriate state and county offices where such financing statements or continuation statements are to be duly filed and recorded as required by the provisions of the Uniform Commercial Code or other similar law as enacted by the State. The Obligor will, concurrently with the preparation of the continuation or financing statements pursuant to the immediately preceding sentence, provide to the Trustee, a legal opinion satisfactory in form and substance to the Trustee, setting forth the actions (including all registrations, recordations and filings) necessary to maintain or perfect the security interest granted to the Trustee pursuant to the Indenture as required by the provisions of the Uniform Commercial Code or other similar law as enacted by the State. All costs and expenses associated with any such financing or continuation statements, the filing thereof or preparation of any legal opinion shall be the sole responsibility of and borne by the Obligor.

(c) The Issuer shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the maintenance of any security interest intended to be perfected hereby. The Issuer will execute such instruments as may be necessary in connection with such filing or recording.

Section 8.9 Annual Certificate.

The Obligor will furnish to the Issuer and to the Trustee on or before December 31 of each year, a certificate of the Obligor signed by the Authorized Obligor's Representative stating that the Obligor has made a review of its activities during the preceding Bond Year for the purpose of determining whether or not the Obligor has complied with all of the terms, provisions and conditions of this Agreement and the Obligor has kept, observed, performed and fulfilled each and every covenant, provision and condition of this Agreement on its part to be performed and is not in default in the performance or observance of any of the terms, covenants, provisions or conditions hereof, or if the Obligor shall be in default such certificate shall specify all such defaults and the nature thereof.

Article IX.

Assignment, Leasing, Equipment.

Section 9.1 Transfer, Assignment And Leasing.

The Obligor may lease or sublease any portion of the Project constituting less than or equal to ten percent (10%) of the Project's leasable space to any other tenant without the consent of the Bank and may lease or sublease any portion of the Project exceeding ten percent (10%) of the Project's leasable space to any other tenant with the consent of the Bank provided that the Obligor delivers to the Bank, the Issuer and the Trustee in connection with any such leasing an opinion of Bond Counsel that subsequent to the execution of the lease, interest on the Series 1995 Bonds will remain wholly excludable from gross income of the Bondholders for federal income tax purposes. No leasing shall relieve the Obligor from primary liability for any of its obligations hereunder, and in the event of any such leasing the Obligor shall continue to remain primarily liable for the payment of Loan Repayments and for performance and observance of the other agreements herein on its part to be performed and observed.

Subject to the prior written consent of the Bank, this Agreement may be assigned, in whole or in part, and the Project may be sold, transferred or conveyed as a whole or in part, by the Obligor without the necessity of obtaining the consent of the Issuer or the Trustee, subject, however, to the following conditions:

(i) no assignment, sale, transfer or conveyance shall relieve the Obligor from primary liability for any of its obligations hereunder, and if any such assignment occurs, the Obligor shall continue to remain primarily liable to make the payments required to be made by the Obligor hereunder and for performance and observance of the other agreements on its part herein provided to be performed and observed by it;

(ii) the assignee or purchaser shall assume the obligations of the Obligor hereunder to the extent of the interest assigned, sold, transferred or conveyed;

(iii) the Obligor shall, at least thirty (30) days prior to the delivery thereof, furnish or cause to be furnished to the Issuer and the Trustee a true and complete copy of each such assignment or sale agreement, as the case may be, together with (A) any instrument of assumption and (B) an opinion of Bond Counsel that such assignment or sale agreement will not adversely affect the exclusion of interest on the Bonds from gross income of the Bondholders for federal income tax purposes; and

(iv) the assignee, transferee or purchaser shall continue to use the Project for purposes permitted under Section 142(a)(6) of the Code for the term of this Agreement.

Section 9.2 Substitution And Removal Of Machinery And Equipment.

Except as provided in this section, machinery and equipment comprising part of the Project shall remain on the Land -- Existing, the Land -- Contiguous [or the Land -- Elk Grove Village]. The Obligor shall have the privilege of removing any machinery or equipment comprising a part of the Project upon substituting therefor property of like nature having a fair market value of not less than the removed property, provided that such substitution shall not impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any such substituted machinery and equipment shall be identified in writing by the Obligor to the Issuer, the Trustee and the Bank and shall become a part of the Project and be included under the terms of this Agreement. The Obligor may, with the consent of the Bank, sell any machinery and equipment comprising a portion of the Project without substitution therefor so long as the removal of such machinery and equipment from the Project will not, in the opinion of the Bank, adversely alter the scope, character or operation of the Project or, in the opinion of Bond Counsel, impair the exclusion of interest on the Series 1995 Bonds from gross income for federal income purposes. Unless otherwise consented to by the Bank, the Obligor shall pay into the Bond Fund the proceeds from such sales without substitution and such proceeds shall be treated as Surplus Bond Proceeds and applied as provided in Section 11.1 hereof.

The Issuer and the Obligor agree to execute and deliver such documents (if any) as the Issuer, the Obligor or the Bank may reasonably request in connection with any action taken by the Issuer or the Obligor under this section. The Obligor agrees to repair any damage to the Project caused by removal of such property and to pay as due the purchase price of, and all costs and expenses with respect to, the acquisition, installation and removal of any such property installed or removed pursuant to this section.

Article X.

Events Of Default And Remedies.

Section 10.1 Events Of Default.

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

(a) failure by the Obligor to pay the Loan Repayments in the amounts and at the times provided in this Agreement or the Promissory Note; provided, however, that no Event of Default described in this subparagraph (a) shall be deemed to have occurred solely by reason of (A) such failure to make such payments if and to the extent that payments have nonetheless been made by the Bank to the Trustee pursuant to the Letter of Credit for deposit in the Bond Fund at such times and in such manner so as to prevent an Event of Default described under Section 601(a) or (b) of the Indenture, but such failure may constitute an Event of Default to the extent declared by the Bank to constitute an event of default under the Reimbursement Agreement, or (B) payment of any or all Loan Repayments by the Obligor directly to the Bank and not to the Trustee;

(b) failure by the Obligor to make payments in the amounts and at the times provided in Section 3.4 of this Agreement; provided, however, that no Event of Default described in this paragraph (b) shall be deemed to have occurred solely by reason of such failure to make such payments if and to the extent that payments have nonetheless been made by the Bank to the Trustee pursuant to the Letter of Credit for deposit in the Bond Purchase Fund at such times and in such manner so as to prevent an Event of Default described under Section 601(c) of the Indenture;

(c) failure by the Obligor to observe and perform any other covenant, condition or agreement on its part to be observed or performed herein or in the Promissory Note for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Obligor by the Issuer, the Bank or the Trustee; provided, however, that if the Obligor shall be unable to observe or perform any such covenant, condition, undertaking or agreement which, if begun and prosecuted with due diligence, can be completed but not within a period of thirty (30) days, then such period shall be increased to such extent as shall be determined by the Trustee with the consent of the Bank to be necessary to enable the Obligor to observe or perform such covenant, condition, undertaking or agreement through the exercise of due diligence;

(d) any representation or warranty made by the Obligor in any document delivered by the Obligor to the Trustee or the Bank or the Issuer in connection with the sale and delivery of the Series 1995 Bonds proves to be untrue in any material respect when made;

(e) occurrence of an Event of Default under the Indenture; or

(f) the Obligor (i) shall generally not pay its debts as they become due, (ii) shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, (iv) shall institute any proceeding or voluntary case (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization,

arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, (v) shall take any action to authorize any of the actions described above in this subsection (f), or (vi) shall have instituted against it any proceeding (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors, or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, and, if such proceeding is being contested by the Obligor in good faith, such proceeding shall remain undismissed or unstayed for a period of sixty (60) days.

Section 10.2 Remedies On Default.

Whenever an Event of Default referred to in Section 10.1 hereof shall have occurred and be continuing and if acceleration of the principal amount of the Series 1995 Bonds has been declared pursuant to Section 602 of the Indenture:

(a) the Trustee shall declare all Loan Repayments to be immediately due and payable, whereupon the same shall become immediately due and payable and the Trustee shall thereupon draw upon the Letter of Credit in accordance with its terms and the terms of the Indenture;

(b) subject to the reasonable security and safety requirements of the Obligor, the Issuer or the Trustee may have access to and inspect, examine, and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Obligor, only insofar as they relate to the Project or the Event of Default and the remedying thereof; and

(c) to the extent of any insufficiency after drawing under the Letter of Credit, the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement, the Promissory Note or to enforce the performance of any other obligation or agreement of the Obligor under such documents.

Any amounts collected pursuant to action taken under this section shall be applied in accordance with Section 607 of the Indenture.

Notwithstanding any other provision of this Agreement or the Indenture, the Issuer shall be entitled to cause the Obligor to perform the Obligor's obligations under Sections 3.5, 3.6, 6.3, 6.4, 8.5, 8.6 and 10.4 hereof for the benefit of the Issuer.

Section 10.3 No Remedy Exclusive.

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

Notwithstanding any other provision of this Agreement (except Section 13.2 hereof) or the Indenture, the Issuer or the Trustee shall not be entitled to exercise any remedy reserved to it in this Article X without the prior written consent of the Bank, except that the Issuer may after notice to, but without the prior written consent of, the Bank institute an action against the Obligor to recover any fees or expenses to which the Issuer is entitled under this Agreement.

Section 10.4 Agreement To Pay Attorneys' Fees And Expenses.

In the event that the Issuer, the Bank, the Trustee or the Co-Trustee employs attorneys or incurs other expenses for the enforcement or performance or observance of any obligation or agreement on the part of the Obligor contained in the Promissory Note, the Placement Agreement or in this Agreement, the Obligor agrees that it will on demand therefor promptly reimburse the reasonable fees of such attorneys and such other expenses so incurred.

Section 10.5 No Additional Waiver Implied By One Waiver.

In the event any term, condition or covenant contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. Because of the assignment of the Issuer's rights and interest in this Agreement to the Trustee under the

Indenture, the Issuer shall have no power to waive or release the Obligor from any Event of Default or the performance or observance of any obligation or condition of the Obligor under this Agreement without prior written consent of the Trustee and the Bank, but the Issuer shall so waive or release the Obligor if requested by the Trustee and the Bank, provided the Issuer receives an opinion of its Counsel that such action will not impose any pecuniary obligation or liability or adverse consequence upon the Issuer and the Issuer shall have been provided such indemnification from the Obligor or the Trustee or the Bank, as the Issuer shall deem necessary.

Article XI.

Payment Of Surplus Bond Proceeds From The Bond Fund.

Section 11.1 Surplus Bond Proceeds.

All Surplus Bond Proceeds transferred to the Bond Fund pursuant to the provisions of Section 5.4 and Section 9.2 hereof shall be applied by the Trustee at the direction of the Obligor after the date on which such moneys first become Eligible Funds in the Bond Fund (i) to the purchase of Bonds on the open market for cancellation, (ii) to the payment of the scheduled principal maturities of the Bonds (but not interest) or (iii) to the redemption of Series 1995 Bonds on the first date on which the Series 1995 Bonds may be called for optional redemption at par as set forth in Section 217(a) of the Indenture. In addition, at the direction of the Obligor and with the written consent of the Bank, Surplus Bond Proceeds held in the Current Account of the Bond Fund shall be paid by the Trustee to the Bank to the extent of any moneys owing under the Reimbursement Agreement as a result of a drawing on the Letter of Credit to pay principal (but not interest) on the Bonds. To the extent that the amount of Surplus Bond Proceeds exceeds five percent (5%) of the original aggregate principal amount of the Series 1995 Bonds, such excess shall be invested at a yield which will not exceed the yield on the Bonds or, in the opinion of Bond Counsel, will not impair the exclusion of interest on the Series 1995 Bonds from gross income for federal income tax purposes.

Article XII.

The Bonds.

Section 12.1 Issuance Of The Series 1995 Bonds.

The obligations of the Issuer and the Obligor hereunder are expressly

conditioned upon the execution of the Placement Agreement, satisfaction or waiver of its terms and conditions, and payment for the Series 1995 Bonds pursuant thereto.

Section 12.2 Additional Bonds.

At the request of the Obligor and with the prior written consent of the Bank, the Issuer may, but shall not be required to, authorize the issuance of Additional Bonds in accordance with Section 220 of the Indenture. The terms of any Additional Bonds shall be approved by the Obligor and the Bank. Additional Bonds may be issued only to finance any one or more of the following: (i) the cost of completing the Project; (ii) the costs of making improvements to the Project; (iii) the refunding of all or any part of the Bonds; and (iv) the costs of issuance relating to the Additional Bonds and other costs reasonably related to the financing as shall be agreed upon by the Obligor and the Issuer. Any improvements to the Project acquired with the proceeds of the Additional Bonds shall become a part of the Project and shall be included under this Agreement. Refusal for any reason by the Issuer to issue Additional Bonds shall not release the Obligor from any provisions of this Agreement.

Section 12.3 Compliance With Indenture.

The Issuer agrees to comply with the covenants, requirements and provisions of the Indenture and perform all of its obligations thereunder.

Section 12.4 Consent To Issuer's Pledge.

The Obligor hereby acknowledges and consents to the assignment and pledge by the Issuer to the Trustee, for the benefit of the Bondholders, and the Bank, of (i) the Promissory Note; (ii) the moneys deposited to the various funds and accounts hereunder and under the Indenture (including investments); and (iii) all of the Issuer's rights and powers under this Agreement, including the right to receive Loan Repayments (but excluding certain rights of the Issuer as specified in Section 301 (iv) of the Indenture) and the right and power to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Obligor under this Agreement. The Obligor further acknowledges and consents to the right of the Trustee and the Bank, as the case may be, to enforce all rights of the Issuer and Bondholders assigned under the Indenture.

Section 12.5 Rights Of Trustee Hereunder.

The parties hereto recognize and agree that the terms of this Agreement

and the enforcement thereof are essential to the security of the Trustee (for the benefit of the Bondholders) and the Bank and are entered into for the benefit of the Trustee (on behalf of the Bondholders) and the Bank. The Trustee (and any assignee of or subrogee to the Trustee) and the Bank shall accordingly have contractual rights and duties in this Agreement and be entitled to require the enforcement of the terms hereof.

Except for the rights of the Obligor set forth in Section 13.1 hereof, the Obligor and the Issuer each acknowledge that neither the Obligor nor the Issuer has any interest in the Bond Fund or the Bond Purchase Fund and any moneys deposited therein and that the Bond Fund and the Bond Purchase Fund and any moneys deposited therein shall be in the custody of and held by the Trustee in trust for the benefit of the Bondholders and the Bank as provided in the Indenture.

Section 12.6 Amendments To Indenture And This Agreement.

The Issuer shall not amend nor consent to any amendment to the Indenture or this Agreement except as specified in Article VIII of the Indenture, which Article VIII is incorporated herein by this reference as if it were fully set forth herein. The Obligor hereby agrees to be bound by the provisions of Article VIII of the Indenture.

Article XIII.

Miscellaneous.

Section 13.1 Amounts Remaining In Funds.

Any amounts remaining in the Project Fund or the Bond Fund upon expiration or sooner cancellation or termination of this Agreement, after the Loan and the Bonds shall be deemed to have been paid and discharged under the provisions of the Indenture and the fees, charges and expenses of the Trustee and the Co-Trustee and all other amounts required to be paid under the Indenture, the Reimbursement Agreement and this Agreement shall have been paid, shall be paid to the Obligor as an overpayment of the Loan.

Section 13.2 Rights Of The Bank.

All rights of the Bank under this Agreement to consent to certain extensions, remedies, waivers, actions and amendments hereunder shall cease, terminate and become null and void (i) for so long as the Bank wrongfully dishonors any draft presented in strict conformity with the

Letter of Credit and until it has honored a subsequent draft, if any, thereunder or (ii) if the Letter of Credit is no longer in effect and any and all of the Obligor's obligations to the Bank pursuant to the Reimbursement Agreement have been paid. The right of the Bank under this Agreement to consent to certain extensions, remedies, waivers, actions and amendments shall not be suspended notwithstanding the preceding sentence if a court of competent jurisdiction has enjoined the Bank from making any payment under the Letter of Credit.

Section 13.3 Notices.

Except as otherwise provided herein, it shall be sufficient service or giving of any notice, request, complaint, demand or other paper required by this Agreement to be given to or filed with the Issuer, the Trustee, the Co-Trustee, the Bank, the Remarketing Agent, or the Obligor if the same shall be duly mailed by first class mail, postage pre-paid, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed in writing by first-class mail, postage pre-paid, or sent by telegram, telecopy, or telex or other similar communication, on the same day addressed as specified in Section 904 of the Indenture.

The Obligor, the Issuer, the Bank, the Co-Trustee and the Trustee may designate, by notice given hereunder, any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent, but no notice directed to any one such entity shall thereby be required to be sent to more than two (2) addresses.

Section 13.4 Bondholders' Action.

Whenever any consent, approvals, waivers or other actions are required of the Bondholders hereunder, under the Indenture, the Promissory Note or any other instrument or document delivered with respect to the Bonds, such consent shall only be given in compliance with Section 806 of the Indenture.

Section 13.5 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Obligor and their respective successors and assigns, subject to the limitation that any obligation of the Issuer created by or arising out of this Agreement shall not be a general debt of the Issuer but shall be payable solely out of the Security, the proceeds of the sale of the Bonds or the net proceeds of any insurance or condemnation awards as provided herein, anything herein contained to the contrary by implication or otherwise notwithstanding.

Section 13.6 Severability.

If any clause, provision or section of this Agreement be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not effect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Issuer or the Obligor, as the case may be, to the full extent permitted by law.

Section 13.7 Captions.

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

Section 13.8 Interpretation.

This Agreement shall be governed by and interpreted in accordance with the laws of the State.

Section 13.9 Execution In Counterparts.

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

Section 13.10 Term Of Agreement.

This Agreement shall be in full force and effect from the date hereof to and including such date as all of the Bonds shall have been fully paid or retired (or provision for such payment shall have been made pursuant to Article V of the Indenture), all fees, charges and expenses of the Issuer, the Trustee, the Co-Trustee and the Remarketing Agent shall have been fully paid and all amounts due hereunder and under the Promissory Note have been duly paid or provisions made for such payment. All representations, certifications and covenants by the Obligor as to the indemnification of various parties and the payment of fees and expenses of the Issuer as described in Section 8.5 of this Agreement, and all matters affecting the tax-exempt status of the Bonds shall survive the termination of this Agreement.

In Witness Whereof, The parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

City of Chicago, Illinois

By: _____

Its: Chief Financial Officer

Groot Industries, Inc.

[Seal]

Attest

By: _____

Its: Secretary

By: _____

Its: President

(Sub)Exhibits "A", "B", "C", "D", "E" and "F" referred to in this Loan Agreement read as follows:

(Sub)Exhibit "A".
(To Loan Agreement)

Completion Certificate.

To: City of Chicago, Illinois

NBD Bank

American National Bank and Trust Company of Chicago, as Trustee

From: Groot Industries, Inc.

Subject: Loan Agreement dated as of the 1st day of December, 1995.

The undersigned does hereby certify:

1. The acquisition, construction, equipping and installation of the Project have been substantially completed in accordance with the plans and in such manner as to conform with all applicable zoning, planning and building regulations of the governmental authorities having jurisdiction of the Project, as of _____, 199__ (the "Completion Date").

2. The Costs of the Project have been paid in full except for those not yet due and payable, which are described below and for which moneys for payment thereof are being held in the Project Fund:

Cost of the Project not yet due and payable:

Description	Amount
	$_____
Total:	$_____

3. The moneys in the Project Fund in excess of the totals set forth in 2 above represent Surplus Bond Proceeds and the Trustee is hereby authorized and directed to transfer all such Surplus Bond Proceeds to the Bond Fund pursuant to Section 5.4 of the Loan Agreement.

4. No event of default has occurred under the Promissory Note, the Loan Agreement or the Reimbursement Agreement nor has any event occurred which with the giving of notice or lapse of time or both shall become such an event of default. Nothing has occurred to the knowledge of the Obligor that would prevent the performance of its obligations under the Promissory Note, the Loan Agreement or the Reimbursement Agreement.

This certificate is given without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being.

Executed this _____ day of _____, 199__.

_____
Authorized Obligor's Representative

(Sub)Exhibit "B".
(To Loan Agreement)

Costs Of The Project.

The following are the estimated costs of the Project:

		Finance From:	
	Total	Bond Proceeds	Equity Contribution
Chicago Facilities:			
Land			
Building	$ 8,000,000	$ 8,000,000	
Machinery and Equipment	4,000,000	4,000,000	
*Issuance Costs (includes both projects)	280,000	280,000	
TOTAL:	$12,280,000	$12,280,000	
[Elk Grove Village Facilities:			
Land/ Improvement	$3,500,000	$1,220,000	$2,280,000

---

* No more than $280,000 of Bond Proceeds will be used to pay Issuance Costs, exclusive of $91,000 prorated first year Letter of Credit fees to December 15, 1996.

		Finance From:	
	Total	Bond Proceeds	Equity Contribution
Building/ Improvements	500,000	500,000	
Machinery and Equipment			
*Issuance Costs			
TOTAL:]	$4,000,000	$1,720,000	$2,280,000

(Sub)Exhibit "C".
(To Loan Agreement)

City Of Chicago, Illinois

Promissory Note.

Chicago, Illinois
$14,000,000 Dated: December 14, 1995

For Value Received, Groot Industries, Inc., a Delaware corporation (the "Obligor"), promises to pay to the order of the City of Chicago, Illinois (the "Issuer"), the principal sum of Fourteen Million Dollars ($14,000,000) together with (a) interest thereon in an amount sufficient to enable the Issuer to make payment of all interest becoming due and payable on the Issuer's Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc.

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* No more than $280,000 of Bond Proceeds will be used to pay Issuance Costs, exclusive of $91,000 prorated first year Letter of Credit fees to December 15, 1996.

Project), Series 1995, dated as of December 14, 1995 (the "Bonds") in the principal amount of Fourteen Million Dollars ($14,000,000), issued pursuant to a Trust Indenture dated as of December 1, 1995 (the "Indenture") between the Issuer and American National Bank and Trust Company of Chicago, a national banking association, as Trustee (the "Trustee"), which Indenture and Bonds are incorporated herein by reference and made a part hereof, and (b) such redemption premiums and other amounts as are required to be paid by the Obligor to the Issuer as Loan Repayments as provided in the Loan Agreement, dated as of December 1, 1995 between the Obligor and the Issuer (the "Loan Agreement"), which is incorporated herein by reference and made a part hereof.

The foregoing amounts shall be paid by means of Loan Repayments which shall be due and payable (less any credits to which the Obligor may be entitled under the Loan Agreement), in immediately available funds, as follows:

A. On or before each date on which a payment of interest is due on the Bonds, the Obligor shall pay interest in an amount equal to the aggregate unpaid interest due or to become due on the Bonds on such payment date, less any Eligible Funds (as defined in the Indenture) then held by the Trustee in the Bond Fund (as defined in the Indenture) which are then being held for application to the payment of interest on the Bonds in accordance with the Indenture;

B. On the first (1st) day of each month commencing December 1, 1996, an amount equal to one-twelfth (1/12) of the scheduled optional redemptions under the Reimbursement Agreement dated as of December 1, 1995 by and between the Obligor and NBD Bank, a Michigan banking organization or any successor reimbursement agreement with an issuer of the Alternate Letter of Credit (the "Bank") due on the next succeeding December 1 and, in any event, on or before each date on which a payment of principal and premium, if any, is due on the Bonds, whether by maturity, acceleration or otherwise, the Obligor shall pay principal and premium, if any, in an amount equal to principal and premium, if any, then due or to become due on the Bonds on such payment date, less any Eligible Funds then held by the Trustee in the Bond Fund, other than those Eligible Funds applied to payment of interest on the Bonds as set forth above, which are then being held for the payment of principal and premium, if any, on the Bonds under the Indenture.

Notwithstanding the foregoing, the Obligor shall pay principal of, premium, if any, and interest on the Bonds to the Trustee so as to permit the redemption of all or a portion of Bonds then outstanding in accordance with Section 217 of the Indenture.

The Obligor shall have the option to make advance payments of Loan Repayments, from time to time, which advance payments shall be

deposited with the Trustee in the Bond Fund and shall be applied as provided in the Loan Agreement and the Indenture.

All payments shall be made in coin or currency of the United States of America in immediately available funds at the principal office of the Trustee, or at the office of any successor trustee.

If the Obligor fails to pay any installment of principal, premium, if any, and interest when due under this Promissory Note and the Trustee fails to receive sufficient moneys pursuant to one or more draws under the Letter of Credit (as defined in the Indenture) to pay any such installment, or upon the occurrence of any one or more of the events of default specified in the Loan Agreement, the Trustee then, or at any time thereafter, may under certain conditions specified in Section 602 of the Indenture give notice to the Obligor declaring all unpaid amounts then outstanding hereunder or under the Loan Agreement (including all fees), to be due and payable, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

All payments hereon shall be applied first to accrued interest, then to premium, if any, and then to principal.

The undersigned waives (except as provided herein) demand, protest, presentment for payment and notice of nonpayment and agrees to pay all costs of collection when incurred, including reasonable attorneys' fees, and to perform and comply with each of the covenants, conditions, provisions and agreements of the undersigned contained in every instrument evidencing or securing the indebtedness evidenced hereby. No extension of the time for the payment of this Promissory Note made by agreement with any person now or hereafter liable for the payment of this Promissory Note shall operate to release, discharge, modify, change or affect the original liability under this Promissory Note, either in whole or in part, of the undersigned if not a party to such agreement.

This Promissory Note is issued under and is subject to the terms and conditions of the Loan Agreement.

This Promissory Note and all instruments securing the same are to be construed according to the laws of the State of Illinois.

Groot Industries, Inc.

By: _____

Its: President

[Seal] Attest:

By: _____

Its: Secretary

Pay To The Order Of American National Bank And Trust Company Of Chicago, As Trustee, Without Warranty Or Recourse.

City of Chicago, Illinois

By: _____

Its: Chief Financial Officer

(Sub)Exhibit "D".
(To Loan Agreement)

Project Description.

(a) The purchase price of the equipment to be acquired and installed in the facilities described in clauses (b), (c) and (e) below; (b) obligations of the Obligor incurred, or reimbursement to the Obligor, for construction, labor and contractors and materialmen in connection with the erection of an approximate 51,000 square foot material recovery station, the expansion of an existing transfer station and installation of the Project; (c) the purchase of 8.25 acres of land improved by an approximate 33,000 square foot industrial building to be used as a truck maintenance and depoting facility

and necessary office space functionally related and subordinate to the facilities described in clause (b) hereof and integrated and contiguous with respect thereto; (d) the costs of refurbishment of the building in clause (c) of at least $350,000; and (e) acquisition of 4.3 acres of vacant land adjacent to the property described in clause (c).

(Sub)Exhibit "E".
(To Loan Agreement)

Requisition Certificate.

To: American National Bank and Trust Company of Chicago, as Trustee

From: Groot Industries, Inc. (the "Company")

Subject: $14,000,000 City of Chicago, Illinois Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995 (the "Bonds")

This represents Requisition Certificate No. ____ in the total amount of $_____ for payment of those Costs of the Project detailed in the schedule attached.

The undersigned does certify that:

1. All of the expenditures for which moneys are requested hereby represent proper Costs of the Project, have not been included in a previous Requisition Certificate and have been properly recorded on the Obligor's books.

2. The moneys requested hereby are not greater than those necessary to meet obligations due and payable or to reimburse the Obligor for funds actually advanced for Costs of the Project. The moneys requested do not include retention or other moneys not yet due or earned under construction contracts.

3. After payments of moneys hereby requested, there will remain available to the Obligor (from the Project Fund) sufficient funds to complete the Project substantially in accordance with the Plans.

4. At least ninety-five percent (95%) of the sum of the payment herein requested from the Project Fund and all other payments from the proceeds of the Series 1995 Bonds heretofore made from the Project Fund have been used to finance the acquisition, construction, or improvement of land and buildings and the acquisition and installation of machinery and equipment for the Project, all of which property qualifies as a solid waste disposal facility under Section 142(a)(b) of the Code, all of which costs for such property or land were first incurred subsequent to sixty (60) days prior to September 20, 1995, and no more than five percent (5%) of the sum of the payment herein requested from the Project Fund and all other payments from the proceeds of the Series 1995 Bonds heretofore made from the Project Fund has been or will be used, directly or indirectly, as working capital or to finance inventory or Issuance Costs.

5. The Obligor is not in default under the Promissory Note, the Loan Agreement or the Reimbursement Agreement and nothing has occurred to the knowledge of the Obligor that would prevent the performance of its obligations under the Loan Agreement, the Promissory Note or the Reimbursement Agreement.

6. Delivered herewith are all of the documents in form and content required by Section 5.1 of the Loan Agreement and requested by NBD Bank pursuant to Section 6 of the Construction Loan Agreement between the Bank and Obligor.

Capitalized terms used but not defined herein shall have the meanings given in the Trust Indenture and Loan Agreement relating to the Bonds.

Executed this _____ day of _____, 19____.

_____
Authorized Obligor's Representative

Approved:

NBD Bank

By: _____

Its: _____

Schedule To Requisition Certificate No. ____.

1. Person to whom payment is to be made or was made (with proof of payment)

Name: _____

Address: _____

_____

2. Amount to be paid: $_____

3. Date of payment: _____
(if previously made)

4. Obligation for which payment is to be made:

_____

Total Obligation: _____

Amount Previously Paid: $_____

Unpaid Balance: $_____

(Sub)Exhibit "F".
(To Loan Agreement)

Land.

The "Land -- Existing" referred to in this Loan Agreement is described as follows:

that part of the north half of the southwest quarter of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian, described as follows:

beginning at the northwest corner of the southwest quarter of said section; thence south along the west line of said quarter section 242.0 feet; thence east and parallel to the north line of said quarter section 1,102.45 feet; thence on a 12 degrees, 06 minutes angle to the left of the last described course, 76.28 feet to the westerly right-of-way of the Chicago and Northwestern Railroad; thence northeasterly along the westerly right-of-way line of said railroad 279.13 feet to the north line of said quarter section; thence west along the north line of said quarter section 1,343.85 feet to the point of beginning (excepting the west 50 feet thereof, also excepting that part thereof, described as follows:

beginning at a point on the north line of said west half of the southwest quarter, 14.46 feet west of the northeast corner of said west half of the southwest quarter; thence west on the north line of said west half of the southwest quarter a distance of 35.54 feet; thence south 17 degrees, 12 minutes west a distance of 152.33 feet to a point on the northwesterly line of the Chicago and Northwestern Railway which is 185 feet southwesterly of (measured on the northwesterly line of said railway) the point of intersection of the northwesterly line of said railway and the north line of said southwest quarter; thence northeasterly along the northwesterly line of said railway a distance of 97 feet; thence north 17 degrees, 12 minutes east, a distance of 72.0 feet to the point of beginning) all in Cook County, Illinois and containing 6.572 acres.

The "Land -- Contiguous" referred to in this Loan Agreement is described as follows:

Lot 3 in O'Hare International Center For Business, being a resubdivision of Higgins-Elmhurst Subdivision No. 1 and Higgins-Elmhurst Subdivision No. 2 in the southwest quarter of Section 26, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded September 16, 1986 as Document No. 86-418,230 and November 7, 1986 by Document No. 86-525,760.

The "Land -- Elk Grove Village" referred to in this Loan Agreement is described as follows:

that part East of the Third Principal Meridian, beginning at a point in the east line of said southeast quarter, which is a distance of 801.55 feet south of and parallel with the north line of said southeast quarter, a distance of 1,592.71 feet to a point; thence northeasterly along a

diagonal line drawn from said point to a point in the north line of said southeast quarter which is a distance of 1,324.24 feet west of the northeast corner of said southeast quarter, a distance of 532.41 feet, more or less, to the intersection of said diagonal line with a line which is 298.00 feet south of and parallel with the north line of said southeast quarter; thence east along said parallel line a distance of 643.25 feet more or less, to the intersection of said parallel line with the diagonal line drawn from a point in the north line of said southeast quarter which is a distance of 681.09 feet west of the northeast corner of said southeast quarter to a point in the aforesaid line which is a distance of 801.55 feet south of and parallel with the north line of said southeast quarter at a point which is a distance of 949.28 feet west of the east line of said southeast quarter; thence southwesterly along the last described diagonal line a distance of 278.38 feet more or less, to the intersection of said diagonal line with a line which is a distance of 562.00 feet south of and parallel with the north line of said southeast quarter; thence east along said parallel line a distance of 869.13 feet, more or less, to the east line of said southeast quarter; thence south along the east line of said southeast quarter, a distance of 239.55 feet to the place of beginning (except from said tract that part described as follows:

beginning at a point in the east line of said southeast quarter, which is a distance of 562.00 feet south of the northeast corner of said southeast quarter; thence west along a line which is 562.00 feet south of and parallel with the north line of said southeast quarter, a distance of 869.13 feet; thence south parallel to the east line of said southeast quarter, a distance of 209.55 feet; thence east parallel to the north line of said southeast quarter of 869.13 feet to the east line of said southeast quarter; thence north along said east line of said southeast quarter 209.55 feet to place of beginning) and excepting from above described premises as a tract the east 50 feet taken by the State of Illinois for Elmhurst Road in Cook County, Illinois, in the manner represented on the plat hereon drawn.

Placement Agreement

Among

City Of Chicago

Groot Industries, Inc.

And

NBD Bank, N.A.

Dated As Of December 1, 1995.

Groot Industries, Inc.
1759 Elmhurst Road
Elk Grove Village, Illinois 60007

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

Ladies and Gentlemen:

At the request of Groot Industries, Inc., a Delaware corporation (the "Obligor"), NBD Bank, N.A. (the "Placement Agent") has agreed to act as the placement agent in connection with the initial placement with the purchasers (the "Purchasers") of $14,000,000 aggregate principal amount of the City of Chicago Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995 (the "Bonds") to be issued on the date of the acceptance hereof pursuant to a Trust Indenture (the "Indenture") dated as of October 1, 1995 between the City of Chicago (the "Issuer") and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"). The proceeds of the Bonds are to be loaned to the Obligor pursuant to a Loan Agreement dated as of December 1, 1995 (the "Loan Agreement") between the Issuer and the Obligor. The payment when due of the principal, interest on (and purchase price of) the Bonds will be supported, to the extent provided therein, by a Letter of Credit issued by NBD Bank (the "Bank") pursuant to a Reimbursement Agreement dated as of December 1, 1995 (the "Reimbursement Agreement") between the Obligor and the Bank. The Bonds are more fully described in the Preliminary Private Placement Memorandum dated December ____, 1995 (the "Preliminary Private Placement Memorandum") and the Private Placement Memorandum dated _____ ____, 1995 (the "Private Placement Memorandum") prepared in connection with the placement of the Bonds.

Section 1. Representations, Warranties And Covenants Of The Issuer.

By the Issuer's acceptance hereof, the Issuer hereby represents and warrants to, and agrees with, the Placement Agent that as of the date hereof:

(a) The Issuer is a duly organized political subdivision, municipality and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois. The Issuer is authorized by the laws of the State of Illinois and the ordinance adopted with respect to the Bonds (the "Bond Ordinance") to issue the Bonds and to execute, deliver and perform its obligations hereunder and under the Loan Agreement, the Indenture and the Bonds, to pledge the Security described in the Indenture and pledged thereby in the manner and to the extent

therein set forth; all actions required of the Issuer for the issuance of the Bonds and the execution and delivery of, and the performance of its obligations under this Agreement and under the Loan Agreement, the Indenture and the Bonds have been duly and effectively taken; this Agreement, the Loan Agreement and the Indenture have been duly executed, issued and delivered by the Issuer and, assuming the due authorization and execution thereof by the other parties thereto, are valid, binding and enforceable agreements of the Issuer, except as the enforceability thereof may be limited by Bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity; and the Bonds have been duly authorized, executed, issued and delivered and constitute, and in the hands of the Purchasers will constitute, valid and binding limited obligations of the Issuer, payable solely out of the Security, enforceable in accordance with their respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(b) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body or other governmental authority pending, with respect to which the Issuer has received service of process, or, to the knowledge of the undersigned representatives of the Issuer, is threatened against or affecting it wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Agreement, or which, to the knowledge of the undersigned representatives of the Issuer, in any way raises any question concerning the validity of the Bonds, the Indenture, this Agreement or the Loan Agreement, nor to the best knowledge and belief of the undersigned representatives of the Issuer is there any basis therefor.

(c) To the knowledge of the undersigned representatives of the Issuer, the execution, delivery and performance by the Issuer of this Agreement, the Loan Agreement, the Indenture and the Bonds do not violate any order, injunction, ruling or decree by which the Issuer is bound, and do not constitute a breach of or a default under any agreement, indenture, mortgage, lease, note or other obligation, instrument or arrangement to which the Issuer is a party or by which the Issuer or any of its property is bound, or contravene or constitute a violation of any law, rule or regulation to which the Issuer or any of its property is subject, and no approval or other action by, or filing or registration with, any governmental authority or agency is required in connection therewith which has not been previously obtained or accomplished (except that the Issuer makes no representation as to compliance with state securities or "Blue Sky" laws or the securities laws of the United States and as to any permits, governmental permissions, including environmental clearances, rights and licenses as may be necessary for the acquisition, installation and operation of the Project (as defined in the Indenture), as to which no representation or warranty or covenant is made).

(d) The information contained under the caption "The Issuer" in each of the Preliminary Private Placement Memorandum and the Private Placement Memorandum is true and correct and does not contain any untrue statement of a material fact and does not 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.

(e) Each of the representations and warranties of the Issuer contained in the Loan Agreement and in the Indenture are true and correct on and as of the date hereof and are hereby made to the Placement Agent on and as of the date hereof as if set forth herein at length.

(f) The Issuer will not knowingly take any action or fail to take any action it alone could take, which action or omission would result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(g) If any event occurs as a result of which it may be necessary to amend or supplement the Private Placement Memorandum in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and, if such event requires, in the opinion of the Issuer or the Placement Agent, an amendment or supplement to the Private Placement Memorandum, at the Obligor's sole expense, the Issuer will cooperate in amending or supplementing the Private Placement Memorandum so that the statements in the Private Placement Memorandum, as so amended or supplemented, will not, in light of the circumstances under which they were made, be misleading.

(h) Any certificate signed by any member or authorized officer of the Issuer and delivered to the Placement Agent shall be deemed a representation and warranty by the Issuer to the Placement Agent as to the statements made therein.

(i) On the date of issuance of the Bonds and as a condition to the Placement Agent's performance hereunder, the Issuer shall deliver to the Placement Agent a certificate confirming that all of the representations and warranties set forth in this Section 1 continue to be true and correct in all respects as of such date.

Under no circumstances shall any obligation, covenant, representation or warranty of the Issuer created by or arising out of this Agreement or out of the Bonds or the Bond Ordinance be or become an indebtedness of the Issuer within the meaning of any Constitutional or statutory provision or be a charge against the general credit or taxing power, of the Issuer, or give rise to a pecuniary liability of the Issuer or any officer or employee of the Issuer, but shall be payable solely out of amounts pledged under the Indenture and from amounts available from draws on the Letter of Credit.

Section 2. Representations, Warranties And Covenants Of The Obligor.

By the Obligor's acceptance hereof, the Obligor represents and warrants to, and agrees with, the Placement Agent and the Issuer that:

(a) The Obligor has taken all necessary action to authorize, execute and deliver this Agreement, the Loan Agreement and the other documents and agreements (including, without limitation, the Reimbursement Agreement, the Mortgage and the Security Agreement) executed and delivered in connection with the other transactions contemplated hereby (collectively, the "Related Documents") to which it is a party, and this Agreement, the Loan Agreement and the Related Documents to which it is a party have been duly executed and delivered by the Obligor and constitute the legal, valid and binding obligations of the Obligor, enforceable in accordance with their respective terms except as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(b) There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before or by any court, public board or body or other governmental authority, pending or, to the best knowledge and information of the Obligor, threatened against or affecting the Obligor, wherein an unfavorable decision, ruling or finding could materially adversely affect the business or financial condition of the Obligor or could adversely affect the transactions contemplated by this Agreement or the Private Placement Memorandum, or which in any manner raises any question concerning the legality, validity or enforceability of this Agreement, the Bonds, the Indenture, the Loan Agreement or any Related Documents to which the Obligor is a party, nor to the best knowledge and belief of the Obligor is there any basis therefor.

(c) The execution, delivery and performance by the Obligor of this Agreement, the Loan Agreement and the Related Documents to which it is a party do not and will not violate the Articles of Incorporation or Bylaws of the Corporation, or any order, injunction, ruling or decree by which the Obligor is bound, and do not and will not constitute a breach of or a default under any agreement, indenture, mortgage, lease, note or other obligation instrument or arrangement to which the Obligor is a party or by which the Obligor or any of its property is bound, or contravene or constitute a violation of, any law, rule or regulation to which the Obligor or any of its property is subject, and no approval or other action by, or filing or registration with, any governmental authority or agency is required in connection therewith which has not been previously obtained or accomplished.

(d) The information relating to the Obligor in each of the Preliminary Private Placement Memorandum and the Private Placement

Memorandum, other than information relating to the Bank which has been prepared by the Bank and delivered by the Bank to the Placement Agent for inclusion in the Preliminary Private Placement Memorandum or the Private Placement Memorandum, does 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.

(e) Each of the Obligor's representations and warranties contained in the Loan Agreement and the Reimbursement Agreement are true and correct on and as of the date hereof and are hereby made to the Placement Agent on and as of the date hereof as if set forth herein at length.

(f) The Obligor will not take or omit to take any action, which action or omission might in any way result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(g) Any certificate signed by any officer of the Obligor and delivered to the Placement Agent shall be deemed a representation and warranty by the Obligor to the Placement Agent as to the statements made therein.

(h) The Obligor shall cooperate with the Placement Agent in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Placement Agent may request; and the Obligor will furnish such information, execute such instruments and take such other action in cooperation with the Placement Agent as the Placement Agent may reasonably request in connection therewith; provided, however, that the Obligor shall not be required to register as a dealer or a broker in any such state or jurisdiction or make any additional representations or warranties in connection with the sale of securities, or to subject itself to service of process in any state or jurisdiction in which it is not already so subject. The Obligor consents to the use of the Private Placement Memorandum by the Placement Agent in obtaining such qualification.

Section 3. Placement Of The Bonds.

The Placement Agent has, as your agent, arranged for the purchase of the Bonds by the Purchasers. The Purchasers are to purchase the Bonds at a price equal to one hundred percent (100%) of the principal amount thereof and to pay the purchase price thereof on the date of issuance of the Bonds. Each of the Purchasers is to deposit the purchase price of their respective Bonds with the Placement Agent for transfer by the Placement Agent to the Trustee on the date of issuance of the Bonds. The Issuer and the Obligor approve the placement of the Bonds with the Purchasers on the terms referred to herein.

It is understood that the purchase of the Bonds by the Purchasers is subject to the performance by the Obligor and the Issuer of their obligations to be performed hereunder at and prior to the Closing, to the accuracy in all material respects of the representatives and warranties of the Obligor and the Issuer herein as of the time of the Closing, and to the following conditions, including the delivery by the Obligor and the Issuer of such documents as are enumerated herein in form and substance reasonably satisfactory to the Placement Agent:

(a) At the time of the Closing, (i) the Indenture, the Loan Agreement and the Letter of Credit shall be in full force and effect in the form heretofore approved by the Obligor, the Issuer, the Trustee and the Placement Agent and none of the foregoing documents shall have been amended, modified or supplemented from the forms thereof as of the date hereof, except as may have been approved by the Placement Agent (the Closing in all events, however, to be deemed such approval), (ii) the proceeds of the sale of the Bonds shall be deposited and applied as described in the Loan Agreement and the Indenture, and (iii) the Obligor and the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances, respectively, as are necessary in connection with the transactions contemplated herein and in the Private Placement Memorandum.

(b) At or prior to the Closing, the Indenture shall have been executed and delivered by the Issuer and the Trustee, the respective Nonarbitrage and Tax Compliance Certificates shall have been executed and delivered by the Issuer and the Obligor, the Loan Agreement shall have been executed and delivered by the Issuer and the Obligor, the Reimbursement Agreement shall have been executed and delivered by the Obligor and the Bank, and the Letter of Credit shall have been executed by the Bank.

(c) At the Closing, the Issuer shall deliver the Bonds duly executed.

(d) At or prior to the Closing, the Placement Agent shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Placement Agent, the Issuer and the Obligor:

(i) Opinions, dated the Closing Date and addressed to the Placement Agent and, in the case of the opinions referred to in the immediately following sub-clauses (B), (C), (D) and (E) of this clause (i), to the City, of (A) Issuer's Counsel, (B) Counsel to the Obligor, (C) Bond Counsel, (D) Counsel to the Bank, and (E) Counsel to the Placement Agent; in all of such cases such opinions to be in form and substance satisfactory to the Placement Agent, in each case with such changes as the Placement Agent may approve.

(ii) a certificate dated the date of Closing and signed by the President, a Vice-President or the Treasurer of the Obligor (or any other officer of the Obligor acceptable to the Placement Agent) to the effect that (A)

each of the representations and warranties of the Obligor set forth herein and in the Loan Agreement and the Reimbursement Agreement shall be accurate as if made on and as of the date of Closing, (B) all of the conditions and agreements required in this Agreement and the Reimbursement Agreement to be satisfied or performed by the Obligor at or prior to the date of Closing shall have been satisfied or performed in the manner and with the effect contemplated herein, and (C) as of the date of Closing, no event of default on the part of the Obligor under the Loan Agreement or the Reimbursement Agreement has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute such an event of default;

(iii) a certificate dated the date of Closing and signed by a member and authorized officer of the Issuer (or other officers of the Issuer satisfactory to the Placement Agent) to the effect that (A) each of the representations and warranties of the Issuer set forth herein and in the Indenture and the Loan Agreement shall be accurate as if made on and as of the date of Closing, (B) to the knowledge of the undersigned officials of the Issuer, all of the conditions and agreements required in this Agreement to be satisfied or performed by the Issuer at or prior to the date of Closing shall have been satisfied or performed in the manner and with the effect contemplated herein and (C) to the knowledge of the undersigned officials of the Issuer, as of the date of Closing, no event of default on the part of the Issuer under the Indenture or the Loan Agreement has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute such an event of default;

(iv) a certificate dated the date of Closing and signed by a Vice President of the Bank, as to the due execution and delivery of the Letter of Credit by the Bank and as to the accuracy of the information regarding the Bank contained in the Private Placement Memorandum;

(v) a certificate of a duly authorized officer of the Trustee, as to the due execution of the Indenture by the Trustee and the due authentication and delivery of the Bonds by the Trustee, in form and substance satisfactory to the Placement Agent;

(vi) a specimen Bond;

(vii) a specimen Letter of Credit; and

(viii) such additional legal opinions, certificates, proceedings, instruments and other documents as the Placement Agent may reasonably request in connection with the transaction contemplated by this Agreement.

Section 4. Payment To The Issuer.

The Placement Agent agrees that it will, on the date of issuance of the Bonds, transfer to the Trustee, for the account of the Issuer, the purchase price of the Bonds, but only to the extent that the Purchasers have deposited the purchase price of their respective Bonds with the Placement Agent. If any Purchaser does not deposit the purchase price of its Bonds or otherwise refuses to purchase its Bonds, the Placement Agent will use its best efforts to arrange for a substitute purchaser for such Bonds.

Section 5. Limitation.

Nothing contained in this Agreement shall obligate the Placement Agent to purchase any Bond in the event that any Purchaser fails to pay the purchase price for such Bond on the date of issuance of the Bonds.

Section 6. Fees And Expenses.

(a) The Placement Agent shall be entitled to a fee in the amount of One Hundred Five Thousand Dollars ($105,000) for its services hereunder, which fee shall be payable by the Obligor on the date of sale and delivery of the Bonds. The parties hereto recognize and agree that the Issuer shall have no liability with respect to payment of the foregoing fee.

(b) The Obligor shall pay all other costs and expenses incurred in connection with the issuance and placement of the Bonds and the preparation, execution, delivery and filing of this Agreement, the Private Placement Memorandum, the Indenture, the Loan Agreement, the Bonds, the Reimbursement Agreement and any other Related Document, and any other documents which may be delivered in connection herewith or therewith, including the fees and disbursements of bond counsel, the fees and disbursements of counsel for the Bank, the fees and disbursements of counsel for the Placement Agent, the fees and expenses of the Trustee and its counsel, the fees and expenses of the Issuer and its counsel, the cost of printing the Bonds, letter of credit fees, the fees and expenses of accountants and any other experts retained by the Obligor or the Placement Agent in connection with the issuance and placement of the Bonds.

Section 7. Indemnification Of Placement Agent And Issuer.

(a) The Obligor will indemnify and hold harmless the Placement Agent, its officers and employees, and each person who controls the Placement Agent within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended, and the Issuer and each of its elected officials, officers, members and employees and each person who controls the Issuer within the meaning

of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties" and when any one is intended, the "Indemnified Party"), against any losses, claims, damages or liabilities, joint or several, to which any Indemnified Party may become subject, insofar as such losses, claims, damages or liabilities, or actions in respect thereof, (i) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Obligor's Portion of the Preliminary Private Placement Memorandum or the Obligor's Portion of the Private Placement Memorandum or any amendment or supplement thereto or (ii) arise out of or are based upon the omission or alleged omission to state in the Obligor's Portion of the Preliminary Private Placement Memorandum or the Obligor's Portion of the Private Placement Memorandum or any amendment or supplement thereto a material fact known to the Obligor necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The foregoing indemnity shall include reimbursement for any legal or other expenses reasonably incurred by any Indemnified Party in connection with investigating or defending any such action or claim.

The Indemnified Party will, promptly after receiving notice of the commencement of any action against the Indemnified Party in respect of which indemnification may be sought against the Obligor, notify the Obligor in writing of the commencement of the action. Failure of the Indemnified Party to give such notice will reduce the liability of the Obligor under this indemnity agreement by the amount of the damages attributable to the failure to give the notice; (but only so long as the Obligor does not have independent notice of the commencement of such action) but the failure will not relieve the Obligor from any liability it may have to the Indemnified Party otherwise than under the indemnity agreement in this section. If any such action is brought against the Indemnified Party and the Indemnified Party notifies the Obligor of its commencement, the Obligor may, or if so requested by the Indemnified Party shall, participate in its or assume its defense, with counsel reasonably satisfactory to the Indemnified Party, and after being so requested to assume such defense or if the Indemnified Party gives notice to the Obligor that it elects to assume such defense, the Obligor (subject to the next succeeding sentence) will not be liable to the Indemnified Party under this section for any legal or other expenses subsequently incurred by the Indemnified Party other than reasonable costs of investigation incurred at the request, or with the consent, of the Obligor. If the Obligor does not employ counsel to have charge of the defense or if the Indemnified Party reasonably concludes that there may be defenses available to it which are different from or in addition to those available to the Obligor (in which case the Obligor will not have the right to direct the defense of such action on behalf of the Indemnified Party), reasonable legal and other expenses incurred by the Indemnified Party will be paid by the Obligor. Any obligation under this section of the Obligor to reimburse the Indemnified Party for expenses includes the obligation to make advances to the Indemnified Party to cover such expenses in reasonable amounts and at reasonable periodic intervals not more often than monthly as requested by the Indemnified Party.

(b) If the indemnification provided for in subsection (a) of this section is unavailable to the Placement Agent (or any controlling person thereof) in respect to any losses, claims, damages or liabilities referred to therein, then the Obligor shall, in lieu of indemnifying the Placement Agent, contribute to the amount paid or payable by the Placement Agent as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative benefits received by the Obligor and the Placement Agent, respectively, from the placement of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Obligor shall contribute to such amount paid or payable by the Placement Agent in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Obligor and the Placement Agent, respectively, in connection with the statements or omission which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefit received by the Obligor or the Placement Agent, respectively, shall be deemed to be in the same proportion as the total proceeds from the placement of the Bonds (before deducting costs and expenses other than placement fees and expenses), on the one hand, bear to the total placement fees and expenses received by the Placement Agent, on the other hand. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact related to information supplied by the Obligor or the Placement Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Obligor and the Placement Agent, respectively, agree that it would not be just and equitable if contribution pursuant to this section were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this section. The amount paid or payable by the Placement Agent as a result of the losses, claims, damages or liabilities referred to above in this section shall be deemed to include any legal or other expenses reasonably incurred by the Placement Agent in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (b), the Placement Agent shall not be required to contribute any amount in excess of the placement fee paid the Placement Agent under Section 6 hereof.

The obligations of the Obligor under this Section 7 shall survive the issuance and the maturity of the Bonds and the termination of this Agreement. The indemnity obligations of the Obligor hereunder are in addition to and not in lieu of any indemnity obligations of the Obligor under the Loan Agreement.

(c) The indemnifications provided in subsection 7(a) shall include any losses, claims, damages or liabilities, joint or several, to which any Indemnified Party may become subject by reason of or in connection with (i) the execution and delivery or transfer of, or payment or failure to make

lawful payment under, the Letter of Credit; provided, however, that the Obligor shall not be required to indemnify the Placement Agent pursuant to this Section 7(b) for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the Bank's wrongful dishonor of the Letter of Credit after the presentation to it by the Trustee of a draft and certificate strictly complying with the terms and conditions of the Letter of Credit, and (ii) any other matters arising under this Agreement or the Indenture or the Loan Agreement or the Remarketing Agreement or the Private Placement Memorandum, or any of the transactions contemplated hereby or thereby; provided, however, that the Obligor shall not be required to indemnify the Placement Agent pursuant to this subsection (c) for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Placement Agent.

Nothing in this Section 7 shall in any way limit the Obligor's obligations contained in Section 2.02 of the Reimbursement Agreement. Without prejudice to the survival of any other obligation of the Obligor hereunder, the indemnities and obligations of the Obligor contained in this Section 7 shall survive the payment in full of amounts payable pursuant to Section 2.02 of the Reimbursement Agreement and the termination of the Letter of Credit.

Section 8. Indemnification Of Issuer.

(a) Placement Agent shall indemnify and hold harmless the Issuer and each of its elected officials, officers, members and employees and each person who controls the Issuer within the meaning of Section 15 of the Securities Act of 1933, as amended (such Act being herein called the "Act" and any such person being herein called the "Issuer Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, to which such Issuer Indemnified Party may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such Issuer Indemnified Party upon demand for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact with respect to Placement Agent Information contained in any Preliminary Private Placement Memorandum or Private Placement Memorandum or any amendment thereof or supplement thereto, or the omission or alleged omission to state in such Placement Agent Information a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect and/or (ii) as a result of, or in connection with, the violation of federal or state securities laws by Placement Agent in its sale of the Bonds to the purchasers thereof; provided, however, that Placement Agent shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out

of, or is based upon, any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished by the Issuer in its capacity as the Issuer of the Bonds specifically for use in connection with the preparation thereof. This indemnity agreement shall not be construed as a limitation on any other liability which Placement Agent may otherwise have to any Issuer Indemnified Party; provided, however, that in no event shall Placement Agent be obligated for double indemnification to a single person.

(b) An Issuer Indemnified Party shall, promptly after the receipt of notice of the commencement of any action against such Issuer Indemnified Party in respect of which indemnification may be sought against Placement Agent, notify Placement Agent in writing of the commencement thereof. Failure of the Issuer Indemnified Party to give such notice will reduce the liability of Placement Agent under this Agreement by the amount of damages directly attributable to the failure of the Issuer Indemnified Party to give such notice to Placement Agent, but the omission to notify Placement Agent of any such action shall not relieve Placement Agent from any liability which Placement Agent may have to such Issuer Indemnified Party otherwise then under the indemnity agreement contained in this section. In case any such action shall be brought against an Issuer Indemnified Party and such Issuer Indemnified Party shall notify Placement Agent of the commencement thereof, Placement Agent may, or if so requested by such Issuer Indemnified Party shall, participate therein or assume the defense thereof, with counsel reasonably satisfactory to such Issuer Indemnified Party, which counsel also may or may not be counsel to Placement Agent, and after notice from Placement Agent to such Issuer Indemnified Party of an election so to assume the defense thereof, Placement Agent will not be liable to the Issuer Indemnified Party under this section for any legal or other expense, subsequently incurred by such Issuer Indemnified Party in connection with the defense thereof (other than as set forth in the next sentence hereof) other than reasonable costs of investigation; provided, however, that unless and until Placement Agent assumes the defense of any such action, Placement Agent shall have the right to participate at its own expense in the defense of any such action. If Placement Agent assumes the defense of any such action at the request of such Issuer Indemnified Party, and Placement Agent shall not have employed counsel to take charge of the defense of any such action or if any Issuer Indemnified Party shall have been advised in good faith by an opinion of counsel that there may be defenses available to it which are adverse to or in conflict with those available to Placement Agent (in which case Placement Agent shall not have the right to direct the defense of such action on behalf of such Issuer Indemnified Party), such Issuer Indemnified Party may retain its own counsel and the reasonable legal and other expenses incurred by such Issuer Indemnified Party shall be borne by Placement Agent.

Section 9. Governing Law.

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

Section 10. Counterparts.

This Agreement may be signed in any number of counterparts, each of which shall be an original, and by the parties hereto on separate counterparts, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 11. Binding Effect.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other parties.

Section 12. Survival Of Issuer's And Obligor's Representations And Obligations.

The respective agreements, representations (which are made only as of the date this Agreement is accepted) and warranties of the Issuer and the Obligor and their respective officials or officers set forth in, or made pursuant to, this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of the Placement Agent, the Issuer or the Obligor or any of their respective officials, officers or directors or agents or any controlling person, referred to in the first paragraph of Section 7, and will survive delivery of and payment for the Bonds, the maturity of the Bonds and any termination of this Agreement.

Section 13. Failure Of Purchase To Occur.

If for any reason the purchase of the Bonds by any Purchaser is not consummated, the Obligor shall remain responsible for the expenses to be paid or reimbursed by it pursuant to Section 6(b), and the obligations of the Obligor pursuant to Section 7 shall remain in effect.

Section 14. Acceptance Of Appointment As Remarketing Agent Under Indenture.

By the execution of this Agreement, the Placement Agent hereby accepts

its appointment as Remarketing Agent under the Indenture and agrees to perform the duties of the Remarketing Agent as set forth in Section 711 of the Indenture. The fee of the Placement Agent for serving as Remarketing Agent under the Indenture is an annual fee equal to one-eighth of one percent (.0125%) of the aggregate principal amount of the Bonds outstanding at the time that the payment of such fee is due. Such fee shall be due and payable on the Issue Date for the period from the Issue Date through November 30, 1996 (on a pro-rata basis), and on December 1, 1996, and each December 1 through the following November 30. The parties hereto recognize and agree that the Issuer shall have no liability with respect to payment of the foregoing fee. An executed counterpart of this Agreement shall be delivered to the Placement Agent and the Trustee.

In Witness Whereof, The parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

NBD Bank, N.A.

By: _____
Michael C. Alandt

Its: Vice President

Accepted this _____ day of _____, 1995 by:

City of Chicago

By: _____
Chief Financial Officer

By: _____
Chairman of Finance Committee

Groot Industries, Inc.

By: _____

Its: President

Remarketing Agreement.

This Remarketing Agreement, dated as of December 1, 1995 (this "Remarketing Agreement"), between Groot Industries, Inc., a Delaware corporation (the "Obligor"), and NBD Bank, N.A., a national banking association headquartered in Indianapolis, Indiana (the "Remarketing Agent").

Witnesseth:

Whereas, Pursuant to a Trust Indenture, dated as of December 1, 1995 (together with all supplements and amendments thereto, the "Indenture"), between the City of Chicago, Illinois (the "Issuer") and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), the Issuer has issued its Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc. Project), Series 1995 (the "Bonds"), in the aggregate principal amount of Fourteen Million Dollars ($14,000,000); and

Whereas, The Bonds will be payable from amounts pledged therefor under the Indenture, including amounts payable pursuant to a Loan Agreement dated as of December 1, 1995 (the "Loan Agreement"), between the Obligor and the Issuer; and

Whereas, The principal and purchase price of and interest on the Bonds are secured by an irrevocable letter of credit (the "Letter of Credit") issued by NBD Bank, a Michigan banking corporation of Detroit, Michigan (in its capacity as issuer of the Letter of Credit, the "Bank"), in favor of the Trustee; and

Whereas, The Indenture provides that, unless the Obligor elects to convert to a fixed interest rate, the Bonds shall bear interest at a rate determined weekly; and

Whereas, The Indenture provides that so long as the Bonds bear interest at a variable rate, the Bonds and the Beneficial Interests shall be subject to optional and mandatory tender by the registered owners or Beneficial Owners thereof for purchase by the Trustee on the purchase dates (the "Tender Dates") established in accordance with Sections 205 and 206 of the Indenture; and

Whereas, The Remarketing Agent has been appointed by the Issuer at the direction of the Obligor as remarketing agent pursuant to the Indenture to use its best efforts to remarket Bonds and the Beneficial Interests tendered for purchase and to determine the interest rate necessary to remarket the Bonds at par; and

Whereas, The Remarketing Agent is willing to use commercially reasonable efforts to remarket the Bonds and the Beneficial Interests so tendered upon the terms and subject to the conditions contained herein and in the Indenture and to determine the interest rate necessary to remarket the Bonds at par as provided in the Indenture;

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

1. Definitions.

All capitalized terms used herein and not defined herein shall have the meanings given to them in the Indenture unless the context clearly indicates otherwise, except for the following terms, which shall have the meanings set forth below:

"1933 Act" shall mean the Securities Act of 1933, as amended.

"1934 Act" shall mean the Securities Exchange Act of 1934, as amended.

"Beneficial Interest" shall mean the interest of a Beneficial Owner in a Bond registered in the name of a nominee of the Depository Trust Company.

"Beneficial Owner" shall have the meaning assigned to such term in the Indenture.

"Private Placement Memorandum" shall mean the Private Placement Memorandum used in connection with the remarketing of the Bonds, as the same may be amended or supplemented.

2. Representations Of The Obligor.

The Obligor hereby represents to the Remarketing Agent as follows:

(a) The Obligor is a corporation, duly organized and validly existing under the laws of the State of Delaware.

(b) The Obligor authorizes and approves the Private Placement Memorandum and consents to the use by the Remarketing Agent of the Private Placement Memorandum in connection with the remarketing of the Bonds.

(c) The descriptions and information contained in the Private Placement Memorandum under the headings "Introductory Statement", "The Obligor", "The Project", "Use of Proceeds", "The Bonds" (other than the information under the sub-heading "Book-Entry Only System"), "The Letter of Credit", "The Reimbursement Agreement", "The Loan Agreement" and "The Indenture" (such descriptions and information are referred to herein as the "Obligor's Portion of the Private Placement Memorandum") are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact known to the Obligor necessary to make the statements made therein in the light of the circumstances under which they were made, not misleading.

(d) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending to which the Obligor is a party or as to which any property of the Obligor is subject or, to the knowledge of the Obligor, threatened against the Obligor, the outcome of which could have a material adverse effect on the consummation of the transactions contemplated by this Remarketing Agreement or could have a material adverse effect on the validity or enforceability of the Bonds, the Indenture, the Loan Agreement, or this Remarketing Agreement or which could materially adversely affect the Obligor or the Project which is not described in the Private Placement Memorandum.

(e) This Remarketing Agreement is the legal, valid and binding obligation of the Obligor, enforceable in accordance with its terms except to the extent enforcement hereof may be limited by bankruptcy, insolvency, reorganization or any other laws or equitable principles affecting creditors' rights generally, and subject to any principles of public policy limiting the enforceability of the indemnification provisions contained herein.

(f) The Obligor has duly authorized the execution and delivery of this Remarketing Agreement and has duly and lawfully assumed all of its obligations under the Loan Agreement, and no consent or approval by any governmental body (other than the Issuer) and no filing with any agency of the federal government is required for the execution and delivery of this Remarketing Agreement by the Obligor or the full effectiveness hereof with respect to the Obligor. The execution and

delivery of this Remarketing Agreement and the performance of the Obligor's obligations hereunder, will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under the terms of, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Obligor pursuant to the terms of, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Obligor is bound or to which any of the property or assets of the Obligor is subject, which would affect the validity of this Remarketing Agreement or the legal authority of the Obligor to comply with the terms hereof; nor will such action result in a violation of any provisions of the articles of incorporation or bylaws of the Obligor, or in a violation of any statute or any rule or regulation of any court or governmental agency or other body in the United States having jurisdiction (except for the application of the various state securities or Blue Sky laws, as to which no representation is made) over the Obligor which would affect the validity of any of this Remarketing Agreement or the legal authority of the Obligor to comply with the terms hereof.

(g) No event of default nor Determination of Taxability has occurred pursuant to the Indenture or the Loan Agreement.

(h) The Obligor shall cooperate with the Remarketing Agent in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Remarketing Agent may request; and the Obligor will furnish such information, execute such instruments and take such other action in cooperation with the Remarketing Agent as the Remarketing Agent may reasonably request in connection therewith; provided, however, that the Obligor shall not be required to register as a dealer or a broker in any such state or jurisdiction or make any additional representations or warranties in connection with the sale of securities, or to subject itself to service of process in any state or jurisdiction in which it is not already so subject. The Obligor consents to the use of the Private Placement Memorandum by the Remarketing Agent in obtaining such qualification.

3. Representations And Covenants Of The Remarketing Agent.

The Remarketing Agent hereby represents and covenants to the Obligor that:

(a) The Remarketing Agent is authorized to perform all of the duties imposed on it hereunder and under the Indenture and agrees to abide by all of the provisions of the Indenture insofar as it governs its activities as remarketing agent for the Bonds.

(b) The designated office of the Remarketing Agent is 611 Woodward Avenue, Detroit, Michigan 48226, Attention: Bank Investment Division.

(c) The Remarketing Agent will comply with federal securities laws and state Blue Sky laws (to the extent applicable) in performing its duties hereunder.

(d) The Remarketing Agent will use commercially reasonable efforts to solicit purchases of all Bonds and Beneficial Interests in the Bonds required to be repurchased on any Tender Date from sophisticated investors which customarily purchase tax-exempt securities in large denominations at a price of par. Any such remarketing must be an endeavor to sell the Bonds or Beneficial Interests in compliance herewith and with the requirements of the Indenture.

(e) The Remarketing Agent has been duly incorporated and is validly existing as a national banking association and has full power and authority to enter into and perform this Remarketing Agreement. This Remarketing Agreement constitutes the legal, valid and binding obligation of the Remarketing Agent enforceable against the Remarketing Agent in accordance with its terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including equitable subordination.

4. Duties Of The Remarketing Agent.

The Remarketing Agent shall perform the duties and obligations imposed upon it as remarketing agent under the Indenture and hereunder and agrees, particularly (a) to perform its obligations under Section 203 of the Indenture with respect to the determination of the Variable Rate and the Fixed Rate; (b) to use its best efforts to remarket any Bond or Beneficial Interest delivered to the Trustee as tender agent for purchase pursuant to Section 205 or Section 206 of the Indenture in accordance with Section 207 of the Indenture; and (c) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Bank, the Obligor or the Trustee at all reasonable times.

5. Conditions Precedent To The Obligations Of The Remarketing Agent To Remarket Bonds.

The obligations of the Remarketing Agent to offer for sale and to use its best efforts to sell any Bonds or Beneficial Interests in the Bonds hereunder shall be subject to the accuracy in all material respects of the

representations and warranties of the Obligor contained herein as of the date hereof and on the Tender Dates, to the performance by the Obligor of its obligations hereunder and to the following conditions:

(a) On the Tender Dates, this Remarketing Agreement, the Indenture, the Loan Agreement and the Letter of Credit shall be in full force and effect, and shall not have been amended, modified or supplemented since the date hereof, except for any amendment, modification or supplement made in accordance with their terms and of which the Remarketing Agent has received written notice prior to the Tender Date.

(b) No event of default under Section 601 of the Indenture shall have occurred and be continuing.

(c) No Determination of Taxability under the Indenture shall have occurred.

(d) The Bonds or Beneficial Interests in the Bonds that have been tendered for purchase and would otherwise be subject to remarketing on the Tender Date shall not have been called for redemption or mandatory purchase pursuant to the Indenture unless the remarketing of such Bonds or Beneficial Interests would be permitted under Section 207 of the Indenture.

(e) None of the following events shall have occurred and be continuing:

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak, calamity or crisis on the financial markets of the United States being such as, in the reasonable opinion of the Remarketing Agent, would materially and adversely affect the ability of the Remarketing Agent to remarket the Bonds; or

(ii) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States, the State of New York or the State of Michigan.

(f) There shall have been no adverse change in the properties, business, condition (financial or otherwise) or results of operations of the Obligor or the Bank since the date of the Private Placement Memorandum or the most recent amendment or supplement thereto that is material to the transactions contemplated by the Private Placement Memorandum and this Remarketing Agreement.

6. Remarketing Of The Bonds -- Conversion Date.

At the request of the Obligor, notice of such request having been received by the Remarketing Agent at least forty-five (45) days prior to the Conversion Date, and so long as no Event of Default under the Indenture has occurred and is continuing, the Remarketing Agent agrees to offer for sale and use its best efforts to remarket the Bonds or Beneficial Interests which are tendered or deemed tendered to the Trustee on the Conversion Date, pursuant to Section 206 of the Indenture, at a price at least equal to the principal amount thereof subject to the following conditions:

(a) satisfactory compensation and other terms and conditions shall have been agreed upon by the Obligor and the Remarketing Agent;

(b) the Remarketing Agent shall have received an opinion of nationally recognized bond counsel to the effect that the interest on such Bonds will continue to be excluded from gross income for federal income tax purposes after the Conversion Date;

(c) the Remarketing Agent shall have received a Private Placement Memorandum or other appropriate disclosure document, satisfactory in form and substance to the Remarketing Agent, to be used in connection with its efforts to remarket the Bonds; and

(d) the Remarketing Agent shall have received such additional documents, certificates and legal opinions as it may reasonably request;

provided, however, that the Remarketing Agent shall not offer for sale or remarket any Bonds or Beneficial Interests pursuant to this Section 6 to the Issuer or the Obligor or any Insider of either.

Further details regarding such remarketing shall be negotiated between the Obligor and the Remarketing Agent prior to the Conversion Date.

7. Fees And Expenses Of The Remarketing Agent.

(a) In consideration of the services to be performed by the Remarketing Agent under this Remarketing Agreement, the Obligor agrees to pay to the Remarketing Agent on demand such amounts as are required to reimburse it for or pay the reasonable expenses incurred, advances made (including, without limitation, the advancement of immediately available funds when remarketing proceeds received by the Remarketing Agent are next day funds), and compensation for services rendered pursuant to the Indenture or this Remarketing Agreement as described below.

(b) The Obligor agrees to pay an annual fee to the Remarketing Agent equal to one-eighth of one percent (.0125%) of the aggregate principal amount of Bonds outstanding at the time the payment of such fee is due.

Such fee shall be due and payable on the date of issuance of the Bonds (the "Issue Date") for the period from the Issue Date through November 30, 1996 (on a pro rata basis), and on December 1, 1996, and each December 1 thereafter for the period from such August 1 through the following November 30.

(c) If pursuant to Section 6 hereof the Remarketing Agent is requested by the Obligor to use its best efforts to remarket the Bonds upon conversion of the interest rate thereon to the Fixed Rate, the Remarketing Agent shall be paid such remarketing fee as may then be mutually agreed upon by the Obligor and the Remarketing Agent.

8. Furnishing Of Remarketing Materials.

If the Remarketing Agent determines that it is necessary or desirable to amend or supplement the Private Placement Memorandum or prepare a new disclosure document in connection with its remarketing of Bonds, the Remarketing Agent will notify the Obligor and the Obligor will provide the Remarketing Agent with an amendment or supplement to the Private Placement Memorandum or other disclosure document (the "Remarketing Materials") satisfactory to the Remarketing Agent and its counsel in respect of the Bonds. The Obligor will supply the Remarketing Agent, at the Obligor's expense, with such number of copies of the Remarketing Materials as the Remarketing Agent requests from time to time and will amend the Private Placement Memorandum and any other Remarketing Materials with respect to the Obligor and any summary of documents the amendment of which was approved by the Obligor (and/or the documents incorporated by reference in it) so that at all times the Private Placement Memorandum and any other Remarketing Materials will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

9. *Remarketing Agent Not Acting As Underwriter.*

In carrying out its duties hereunder, the Remarketing Agent shall act solely as the agent of the registered owners or Beneficial Owners from time to time of the Bonds, and the Remarketing Agent's responsibility is limited to the use of its best efforts to solicit offers to purchase the Bonds or Beneficial Interests. The Remarketing Agent is not obligated to buy or take any position in the Bonds or Beneficial Interests for its own account. If the Remarketing Agent does purchase Bonds or Beneficial Interests for its own account, it shall have all the rights and privileges of a normal holder of the Bonds or Beneficial Interests.

10. Indemnification And Contribution.

(a) The Obligor will indemnify and hold harmless the Remarketing Agent, its officers and employees, and each person who controls the Remarketing Agent within the meaning of Section 15 of the 1933 Act or Section 20(a) of the 1934 Act (collectively, the "Indemnified Parties" and when any one is intended, the "Indemnified Party"), against any losses, claims, damages or liabilities, joint or several, to which any Indemnified Party may become subject, insofar as such losses, claims, damages or liabilities, or actions in respect thereof, (i) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Obligor's Portion of the Private Placement Memorandum or any amendment or supplement thereto, or (ii) arise out of or are based upon the omission or alleged omission to state in the Obligor's Portion of the Private Placement Memorandum or any amendment or supplement thereto a material fact known to the Obligor necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The foregoing indemnity shall include reimbursement for any legal or other expenses reasonably incurred by any Indemnified Party in connection with investigating or defending any such action or claim.

The Remarketing Agent will, promptly after receiving notice of the commencement of any action against the Remarketing Agent in respect of which indemnification may be sought against the Obligor, notify the Obligor in writing of the commencement of the action. Failure of the Remarketing Agent to give such notice will reduce the liability of the Obligor under this indemnity agreement by the amount of the damages attributable to the failure to give the notice but the failure will not relieve the Obligor from any liability it may have to the Remarketing Agent otherwise than under the indemnity agreement in this section. If any such action is brought against the Remarketing Agent and the Remarketing Agent notifies the Obligor of its commencement, the Obligor may, or if so requested by the Remarketing Agent shall, participate in its or assume its defense, with counsel reasonably satisfactory to the Remarketing Agent, and after being so requested to assume such defense or if the Remarketing Agent gives notice to the Obligor that it elects to assume such defense, the Obligor (subject to the next succeeding sentence) will not be liable to the Remarketing Agent under this section for any legal or other expenses subsequently incurred by the Remarketing Agent other than reasonable costs of investigation incurred at the request, or with the consent, of the Obligor. If the Obligor does not employ counsel to have charge of the defense or if the Remarketing Agent reasonably concludes that there may be defenses available to it which are different from or in addition to those available to the Obligor (in which case the Obligor will not have the right to direct the defense of such action on behalf of the Remarketing Agent), reasonable legal and other expenses incurred by the Remarketing Agent will be paid by the Obligor. Any obligation under this section of the Obligor to reimburse the Remarketing Agent for expenses includes the obligation to make advances to the

Remarketing Agent to cover such expenses in reasonable amounts and at reasonable periodic intervals not more often than monthly as requested by the Remarketing Agent.

(b) If the indemnification provided for in subsection (a) of this section is unavailable to the Remarketing Agent (or any controlling person thereof) in respect to any losses, claims, damages or liabilities referred to therein, then the Obligor shall, in lieu of indemnifying the Remarketing Agent, contribute to the amount paid or payable by the Remarketing Agent as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative benefits received by the Obligor and the Remarketing Agent, respectively, from the remarketing of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Obligor shall contribute to such amount paid or payable by the Remarketing Agent in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Obligor and the Remarketing Agent, respectively, in connection with the statements or omission which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefit received by the Obligor or the Remarketing Agent, respectively, shall be deemed to be in the same proportion as the total proceeds from the remarketing of the Bonds (before deducting costs and expenses other than remarketing fees and expenses), on the one hand, bear to the total remarketing fees and expenses received by the Remarketing Agent, on the other hand. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact related to information supplied by the Obligor or the Remarketing Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Obligor and the Remarketing Agent, respectively, agree that it would not be just and equitable if contribution pursuant to this section were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this section. The amount paid or payable by the Remarketing Agent as a result of the losses, claims, damages or liabilities referred to above in this section shall be deemed to include any legal or other expenses reasonably incurred by the Remarketing Agent in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (b), the Remarketing Agent shall not be required to contribute, any amount in excess of the aggregate amount of remarketing fees paid to the Remarketing Agent under Section 7 hereof.

11. Limitation On Liability Of Remarketing Agent.

The Remarketing Agent shall incur no liability to the Obligor or any person for its actions as remarketing agent pursuant to the terms of this

Remarketing Agreement and the Indenture except for its willful misconduct or gross negligence.

12. Term.

This Remarketing Agreement will terminate upon the earlier of (a) the date on which the Bonds are no longer Outstanding under the Indenture or are not subject to tender for purchase by the registered owners thereof prior to the stated maturity thereof, or (b) the effective date of any resignation or removal of the Remarketing Agent in accordance with the Indenture. The Remarketing Agent will resign, if requested by the Obligor in writing, and may resign at any time as provided in the Indenture. Following termination, the provisions of Sections 7 and 10 hereof will continue in effect as to transactions prior to the date of termination, and each party will pay the other any amounts owing at the time of termination.

13. Notices.

Any notice or other communication to be given under this Remarketing Agreement shall be given in writing, delivered by hand or by first-class mail, and if by mail, by being deposited in the United States mail, addressed to the party to which such notice is to be given. Unless otherwise provided, the respective addresses for the Obligor and the Remarketing Agent for notices which are or may be required to be given hereunder are as follows:

If To The Obligor:

Groot Industries, Inc.
1759 Elmhurst Road
Elk Grove Village, Illinois 6007
Attention: Chief Financial Officer

If To The Remarketing Agent:

NBD Bank, N.A.
611 Woodward Avenue
Detroit, Michigan 48226
Attention: Bank Investment Division

14. Amendment, Modification And Waiver.

The provisions of this Remarketing Agreement may not be amended, modified or waived unless such amendment, modification or waiver is in writing and signed by the party against which enforcement is sought.

15. Successors.

Any person or entity into which the Remarketing Agent may be merged, or with which it may be consolidated, or to which it may sell, release or transfer its investment banking business and assets as a whole or substantially as a whole, shall be and become successor of the Remarketing Agent hereunder and shall be vested with all the powers, rights, obligations and duties hereunder as was its predecessor, without the execution or filing of any instrument by any person or entity.

16. Governing Law.

This Remarketing Agreement shall be governed by the laws of the State of Michigan without giving effect to the principles of conflicts of law thereof.

17. Counterparts.

This Remarketing Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

In Witness Whereof, The parties hereto have hereunto set their hands as of the first (1st) day of December, 1995.

Groot Industries, Inc.

By: _____

Its: _____

NBD Bank, N.A.

By: _____

Its: _____

Preliminary Private Placement Memorandum
Dated December ____, 1995.

This Preliminary Private Placement Memorandum and the information contained in it are subject to completion or amendment. The Bonds may not

be sold nor may offers to buy be accepted prior to the time the Placement Memorandum is delivered in final form. Under no circumstances shall this Preliminary Private Placement Memorandum constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds in any state in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption, under the securities laws of any such state.

Book-Entry Only
New Issue Not Rated

In the opinion of Foley & Lardner and Charity & Associates, Co-Bond Counsel, under existing law, and except as otherwise stated herein (i) the interest on the Bonds is excluded from gross income for federal tax purposes, (ii) interest on the Bonds is not exempt from present State of Illinois income taxes, and (iii) interest on the Bonds is an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, all as more fully described herein under "Tax Matters".

$14,000,000*

City Of Chicago, Illinois

Solid Waste Disposal Facility Revenue Bonds

(Groot Industries, Inc. Project)

Series 1995.

Dated: Date of Issuance Price: 100% Due: December 1, 2015

The Bonds will be limited obligations of the City of Chicago (the "Issuer") payable (except to the extent payable from other moneys pledged therefor) from and secured by a pledge of payments to be made under a Loan Agreement between the Issuer and Groot Industries, Inc. (the "Obligor"). The Bonds Are Not General Obligations And Do Not Constitute A Debt Or

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* Preliminary, subject to change.

Pledge Of Credit Of The Issuer, But Are Limited Obligations Payable Solely From Certain Amounts Payable By The Obligor Under The Loan Agreement And Other Moneys Pledged Therefore Under The Indenture And From Funds Drawn Under The Letter Of Credit As Described Herein.

From the date of original issuance through December 15, 2005, the Bonds will be payable from an irrevocable direct pay Letter of Credit issued by NBD Bank (the "Bank") in favor of American National Bank and Trust Company of Chicago and Seaway National Bank, as Trustee (the "Trustee"). The Trustees will be entitled to draw up to an amount sufficient to pay the principal of and up to one hundred ten (110) days accrued interest on the Bonds, at a maximum rate of twelve percent (12%) per annum, to be used (a) to pay the principal of and interest on the Bonds when due and (b) to pay the purchase price of Bonds tendered by the holders thereof as provided in the Indenture. The Letter of Credit will expire, unless earlier terminated as described herein, on December 15, 2005. The Letter of Credit may be replaced by an irrevocable letter of credit of certain commercial banks, federal savings banks, savings and loan associations or foreign commercial banks, as described herein.

For the period from and including the date of the first authentication and delivery of the Bonds and prior to conversion to the Fixed Rate, the Bonds will bear interest at a rate determined weekly by NBD Bank, N.A., Indianapolis, Indiana, as Remarketing Agent, as described herein. Interest shall be payable (i) prior to the date of conversion of the interest rate on the Bonds to a Fixed Rate (the "Conversion Date"), on each March 1, June 1, September 1 and December 1, commencing March 1, 1996, (ii) on the Conversion Date and (iii) from and after the Conversion Date on June 1 and December 1 of each year (each an "Interest Payment Date"). As described herein, any Bond bearing interest at the variable rate will be purchased upon the demand of the owner thereof, at a purchase price of par plus accrued interest, on any Business Day upon seven (7) days notice and delivery thereof to the Trustee, in its capacity as tender agent. The Bonds will be subject to redemption or mandatory tender prior to maturity as more fully described herein. The interest rate borne by the Bonds is subject to conversion to a fixed rate of interest at the option of the Obligor as described herein. Following conversion to a fixed rate of interest, the Bonds shall no longer be subject to purchase upon the demand of the owners thereof as described above.

The Bonds are issuable as fully registered bonds and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("D.T.C.") which will act as securities depository for the Bonds. Individual purchases will be made in book-entry only form, in the principal amount of One Hundred Thousand Dollars ($100,000) or any integral multiple thereof, and on and after the Conversion Date in the denomination of Five Thousand Dollars ($5,000) or any integral multiple thereof. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds purchased. See "The Bonds -- Book-Entry

Only System". The principal of and the redemption premium, if any, on the Bonds and the purchase price of the Bonds will be payable at the principal corporate trust office of the Trustee. Interest on the Bonds will be payable by wire transfer to D.T.C. which will, in turn, remit such payment to D.T.C.'s Participants for subsequent disbursement, directly or indirectly, to the Beneficial Owners of the Bonds.

The Bonds Are Being Offered Solely On The Financial Strength Of The Bank And Not On The Financial Strength Of The Obligor Or The Availability Of Other Security. Information Regarding The Obligor In This Private Placement Memorandum Does Not Fully Describe The Business Or The Financial Condition Of The Obligor.

The Bonds are offered subject to prior sale, when, as and if issued by the Issuer, subject to the approval of Foley & Lardner and Charity & Associates, Chicago, Illinois, Co-Bond Counsel, and certain other conditions. It is expected that the Bonds will be available for delivery in definitive form on or about December 14, 1995, against payment therefor.

This cover page contains certain information for reference only. It is not a summary of this issue. Investors must read the entire Private Placement Memorandum to obtain information essential to the making of an informed investment decision.

NBD Bank, N.A.
as Placement Agent

December ____, 1995

No dealer, broker, salesperson or other person has been authorized by the Issuer or the Placement Agent to give any information or to make any representations, other than those contained in this Private Placement Memorandum, and if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. This Private Placement Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from sources which are believed to be reliable, but it is not guaranteed as to the accuracy or completeness, and is not to be construed as a representation by the Placement Agent or by the Issuer. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Private Placement Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in any of the information set forth herein since the date hereof.

The Bonds have not been registered with the Securities and Exchange Commission ("S.E.C.") under the Securities Act of 1933, as amended, or registered in any state and will not be issued on any stock or other securities exchange. Neither the S.E.C. nor any other federal, state or any other governmental entity or agency will have passed upon the accuracy or adequacy of this Private Placement Memorandum or approved the Bonds for sale, except as disclosed herein.

In Making An Investment Decision, Investors Must Rely On Their Own Examination Of The Issuer, The Obligor And The Bank And The Terms Of The Offering, Including The Merits And Risks Involved. These Securities Have Not Been Recommended By Any Federal Or State Securities Commission Or Regulatory Authority. Furthermore, The Foregoing Authorities Have Not Confirmed The Accuracy Or Determined The Adequacy Of This Document. Any Representation To The Contrary Is A Criminal Offense.

Private Placement Memorandum

*$14,000,000**

City Of Chicago, Illinois

Solid Waste Disposal Facility Revenue Bonds

(Groot Industries, Inc. Project)

Series 1995.

Introductory Statement.

This Private Placement Memorandum is provided to furnish information in connection with the issuance and sale by the City of Chicago (the "Issuer") of Fourteen Million Dollars ($14,000,000) aggregate principal amount of its Solid Waste Disposal Facility Revenue Bonds (Groot Industries, Inc.

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* Preliminary, subject to change.

Project), Series 1995 (the "Bonds"). The Bonds will be limited obligations of the Issuer as described under the caption "The Bonds -- Limited Obligations".

The Bonds will be issued under a Trust Indenture, dated as of December 1, 1995 (the "Indenture"), between the Issuer and American National Bank and Trust Company of Chicago. American National Bank and Trust Company, acting pursuant to the terms of the Indenture, will name Seaway National Bank, as Co-Trustee. American National Bank and Trust Company and Seaway National Bank are referred to together as the "Trustee". The proceeds of the Bonds will be loaned to Groot Industries, Inc., a Delaware corporation (the "Obligor") pursuant to a Loan Agreement (the "Loan Agreement"), dated as of December 1, 1995, between the Issuer and the Obligor so as to enable the Obligor to finance a portion of the costs to be incurred by the Obligor in connection with the cost of construction of solid waste disposal facilities and the acquisition and installation of certain equipment for such solid waste disposal facilities and facilities functionally related and subordinated thereto located in the City of Chicago, Illinois and Elk Grove Village, Illinois (the "Project").

Concurrently with, and as a condition to, the issuance of the Bonds, the Obligor will cause to be delivered to the Trustee an irrevocable Letter of Credit dated the date of original issuance of the Bonds (the "Letter of Credit") of NBD Bank (the "Bank"). The Letter of Credit may be replaced by a letter of credit of another commercial bank, federal savings bank, savings and loan association or branch or agency of a foreign commercial bank as described under the caption "The Letter Of Credit". Under the Letter of Credit, the Trustee will be entitled to draw up to an amount sufficient to pay (a) the principal of the Bonds or the portion of the purchase price corresponding to the principal of the Bonds and (b) up to one hundred ten (110) days accrued interest (at a maximum rate of twelve percent (12%) per annum) on the Bonds or that portion of the purchase price of the Bonds corresponding to accrued interest thereon. The Letter of Credit will be issued pursuant to a Reimbursement Agreement, dated as of December 1, 1995 (the "Reimbursement Agreement"), between the Bank and the Obligor. The Obligor will agree in the Reimbursement Agreement to reimburse the Bank for drawings made under the Letter of Credit and to make certain other payments.

All of the Issuer's rights under the Loan Agreement will be assigned to the Trustee as security for the payment of the principal of, premium, if any, and interest on the Bonds, except for certain rights to notices, approvals, fees and indemnification payments.

The obligations of the Obligor to make payments under the Loan Agreement are absolute and unconditional. The obligation of the Obligor to make the payments due under the Loan Agreement shall be deemed to be satisfied and discharged to the extent of corresponding payments made by

the Bank to the Trustee pursuant to draws made under the Letter of Credit as described above.

As more fully described in this Placement Memorandum and in the Indenture, Bondholders will have the option to tender Bonds for purchase at the principal amount thereof plus accrued interest to the date of purchase, on any Business Day, as defined herein, prior to and including the Conversion Date, as defined herein, upon seven (7) calendar days notice as described herein. In order to provide for the remarketing of tendered Bonds, the Obligor will enter into a Remarketing Agreement dated as of December 1, 1995 (the "Remarketing Agreement") between the Obligor and NBD Bank, N.A. (referred to herein in such capacity as the "Remarketing Agent").

Purchasers Of The Bonds Should Make Their Decision To Invest In The Bonds Solely Upon Their Assessment Of The Creditworthiness Of The Bank. No Attempt Is Made In This Private Placement Memorandum To Describe The Obligor Or Its Operations With Respect To The Project In A Manner That Would Enable Purchasers Of The Bonds To Assess The Creditworthiness Of The Obligor. Accordingly, In Deciding Whether To Purchase The Bonds, Potential Investors Should Not Rely Upon The Ability Of The Obligor To Make The Required Payments Under The Loan Agreement.

Brief descriptions of the Issuer, the Obligor, the Project, the Bonds, the Letter of Credit, the Reimbursement Agreement, the Loan Agreement and the Indenture are included herein. A brief description of the Bank is included as Appendix A hereto. Such descriptions do not purport to be comprehensive or definitive. All statements made herein with respect to the Loan Agreement, the Indenture and the Reimbursement Agreement are qualified in their entirety by reference to such documents, and statements made herein regarding the Bonds are qualified in their entirety by reference to the form thereof included in the Indenture and the information with respect thereto included in the aforementioned documents, copies of all of which are available for inspection at the principal corporate trust office of the Trustees at their respective offices at 33 North LaSalle Street, 13th Floor, Chicago, Illinois 60690, Attention: Corporate Trust Division, with respect to American National Bank and Trust Company of Chicago, and 645 East 87th Street, Chicago, Illinois 60690, Attention: Diedra Delaney, with respect to Seaway National Bank.

The Issuer.

The Issuer is a municipality and home rule unit of local government, organized and existing under the Constitution and laws of the State of

Illinois and the Municipal Code of Chicago, as amended. Pursuant to the ordinance of the Issuer authorizing the issuance of the Bonds, the Issuer has duly approved the issuance and sale of the Bonds and the execution and delivery of the Indenture and the Loan Agreement.

The Issuer has not independently reviewed the financial condition of the Obligor or the Bank, and makes no representation concerning the ability of the Obligor or the Bank to pay debt service on the Bonds.

The Obligor.

Groot Industries, Inc. (the "Obligor") is a non-hazardous solid waste company which provides collection, hauling, transfer and recycling services to municipal, commercial, industrial and residential customers in Illinois. The Obligor is not involved in the ownership or management of landfills. The Obligor currently provides services to approximately one hundred thousand (100,000) residential units. The Obligor is currently located at 6747 Elmhurst Road, Elk Grove Village, Illinois, 60007.

Information regarding the Obligor in this Private Placement Memorandum does not fully describe its business or the financial condition. Investors are cautioned that the Bonds are being offered solely on the basis of the financial strength of the Bank and not on the basis of the financial strength of the Corporation or the availability of other security.

The Project.

The proceeds of the Bonds will be used to finance certain of the costs to be incurred by the Obligor in connection with the construction of solid waste disposal facilities and the acquisition and installation of certain equipment for such solid waste disposal facilities and facilities functionally related and subordinate thereto in the City of Chicago, Illinois and in Elk Grove Village, Illinois. The solid waste disposal facilities and the equipment will be used by the Obligor as a transfer station which receives solid waste from collection vehicles and transfers the waste to large, specially constructed trailers for transfer to landfills, and as a material recovery facility, which modifies recyclable materials for sale to end-users of such materials.

Use Of Proceeds.

The proceeds of the initial sale and delivery of the Bonds will be deposited with the Trustee in a special depository account entitled the "Project Fund" and such proceeds, including any investment income thereon, shall be disbursed by the Trustees to pay project costs. Disbursements shall be made from time to time from the Project Fund to pay such costs, so long as there are monies in the Project Fund, upon presentation of requisition certificates executed by the Obligor meeting the requirements of the Loan Agreement. The proceeds of the Bonds deposited in the Project Fund are expected to be used as follows:

Cost of Construction And Equipment	$13,720,000
Issuance Costs	280,000
	$14,000,000

The final use of the proceeds of the Bonds may, however, differ from these original estimates.

The Bonds.

General.

The Bonds will be dated the date of the original issuance thereof, and will mature on December 1, 2015. As more fully provided below under the caption "The Bonds -- Book-Entry Only System", one fully registered Bond will be delivered to D.T.C. and transfers of ownership interests in the Bonds will be made only by computerized book entries (the "Book-Entry System"). If, however, the Book-Entry System is discontinued, then the Bonds will be issued as registered Bonds prior to the Conversion Date in denominations of One Hundred Thousand Dollars ($100,000) each or any integral multiple thereof, and on or after to the Conversion Date (as hereinafter defined), in denominations of Five Thousand Dollars ($5,000) and integral multiples thereof, and the Bonds may be transferred or exchanged for other Bonds of authorized denominations at the principal corporate trust office of the Trustees without charge other than any tax or other governmental charge. As used herein, the term "Conversion Date" shall mean the day on which the interest rate(s) on the Bonds shall be converted from a variable rate to a fixed rate in accordance with the Indenture (or, with respect to the Conversion Date being an Interest Payment Date or to notices, time periods, and requirements in connection with the proceedings for conversion, the day on which it is proposed that such conversion occur).

Interest Payment Dates. Interest on the Bonds is payable (i) prior to the Conversion Date on March 1, June 1, September 1, and December 1 commencing on March 1, 1996, (ii) on the Conversion Date, and (iii) from and after the Conversion Date, interest is payable on June 1 and December 1 of each year (each such date being an "Interest Payment Date"). Prior to the Conversion Date, interest shall be computed on the basis of three hundred sixty-five (365) or three hundred sixty-six (366) days, as applicable, for the actual number of days elapsed and following the Conversion Date, shall be computed on the basis of three hundred sixty (360) days consisting of twelve (12) thirty (30) day months.

Book-Entry Only System.

The Depository Trust Company ("D.T.C."), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (D.T.C.'s partnership nominee). One fully-registered Bond certificate will be issued in the aggregate principal amount of Fourteen Million Dollars ($14,000,000), and will be deposited with D.T.C..

D.T.C. is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. D.T.C. holds securities that its participants ("Direct Participants") deposit with D.T.C.. D.T.C. also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Direct Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. D.T.C. is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc.. Access to the D.T.C. system is also available to others, such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The rules applicable to D.T.C. and its Participants are on file with the Securities and Exchange Commission.

Purchases of Bonds under the D.T.C. system must be made by or through Direct Participants, which will receive a credit for the Bonds on D.T.C.'s records. The ownership interests of each actual purchaser of each Bond ("Beneficial Owner" and, other than as applicable to D.T.C., "Bondholder") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from D.T.C. of their

purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. The Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Participants with D.T.C. are registered in the name of D.T.C.'s partnership nominee, Cede & Co.. The deposit of Bonds with D.T.C. and their registration in the name of Cede & Co. effect no change in beneficial ownership. D.T.C. has no knowledge of the actual Beneficial Owners of the Bonds; D.T.C.'s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by D.T.C. to Direct Participant, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co.. If less than all of the Bonds are being redeemed, D.T.C.'s practice is to determine by lot the amount of the interest of each Direct Participant in such Bonds to be redeemed.

Neither D.T.C. nor Cede & Co. will consent or vote with respect to the Bonds. Under its usual procedures, D.T.C. mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to D.T.C.. D.T.C.'s practice is to credit Direct Participants' accounts on any payment date in accordance with their respective holdings shown on D.T.C.'s records unless D.T.C. has reason to believe that it will not receive payment on the payment date. Payments made by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of D.T.C., the Trustees, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to D.T.C. is the responsibility of the Issuer or the Trustees,

disbursement of such payments to Direct Participants shall be the responsibility of D.T.C., and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Trustees, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on D.T.C.'s records, to the Trustees. The requirement for physical delivery of Bonds in connection with a demand for purchase or mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participant on D.T.C.'s records.

D.T.C. may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Trustees. Under such circumstances, in the event that a successor securities depository is not obtained, the Bonds are required to be printed and delivered to the Beneficial Owners. The Issuer may decide to discontinue use of the system of book-entry transfers through D.T.C. (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information contained in this section concerning D.T.C. and D.T.C.'s book-entry system has been provided by D.T.C.. No representation is made by the Issuer, the Obligor, the Trustees, the Bank, the Placement Agent or the Remarketing Agent as to the completeness or the accuracy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

The Issuer, The Obligor, The Trustees, The Placement Agent And the Remarketing Agent Cannot And Do Not Give Any Assurances That D.T.C. Will Distribute To Direct Participants Or That Direct Participants Or Indirect Participants Will Distribute To The Beneficial Owners Of The Bonds (i) Payments Of The Principal Of, Or Interest Or Premium, If Any, On The Bonds, (ii) Confirmation Of Their Ownership Interests In the Bonds Or (iii) Redemption Or Other Notices Sent To D.T.C. Or Cede & Co., Its Nominee, As The Registered Owner Of The Bonds, Or That They Will Do So On A Timely Basis, Or That D.T.C. Or Participants Will Serve And Act In The Manner Described In This Private Placement Memorandum. The Current "Rules" Applicable To D.T.C. Are On File With The Securities And Exchange Commission And The Current "Procedures" Of D.T.C. To Be Followed In Dealing With Direct Participants Are On File With D.T.C..

Neither The Issuer, The Obligor, The Trustees, The Placement Agent Nor The Remarketing Agent Will Have Any Responsibility Or Obligation To Direct Participants, Indirect Participants Or The Beneficial Owners Of The Bonds With Respect To (i) The Accuracy Of Any Records Maintained By D.T.C. Or Any Direct Participant Or Indirect Participant; (ii) The Payment

By D.T.C. To Any Direct Participant Or By Any Direct Participant Or Indirect Participant Of Any Amount Due To Any Beneficial Owner In Respect Of The Principal Amount Or Redemption Price Of Or Interest On The Bonds; (iii) The Delivery Of Any Notice By D.T.C. To Any Direct Participant Or By Any Direct Participant Or Indirect Participant To Any Beneficial Owner That Is Required Or Permitted To Be Given To Owners Under The Terms Of The Indenture; (iv) The Selection Of The Beneficial Owners To Receive Payment In The Event Of Any Partial Redemption Of The Bonds; Or (v) Any Other Action Taken By D.T.C. As Owner Of The Bonds.

Limited Obligations.

The Issuer shall not be obligated to pay the Bonds or the interest thereon or other costs incident thereto, except from the security for the Bonds as described below. Neither the faith and credit nor the taxing power of the Issuer is pledged to the payment of the principal of, premium, if any, or the interest on, the Bonds. The Bonds are not general obligations of the Issuer, but are limited obligations payable solely from certain amounts payable by the Obligor under the Loan Agreement and other moneys pledged therefor under the Indenture and do not constitute an indebtedness or obligation of the Issuer within the purview of any constitutional limitation or provision. No Bondholder has the right to compel any exercise of the taxing power of the Issuer. The Issuer has no obligation with respect to any purchase of the Bonds.

Security For The Bonds.

The principal security for the Bonds consists of the right of the Trustees to draw upon the Letter of Credit (see "The Letter Of Credit") and of the unconditional obligation of the Obligor under the Loan Agreement to make the Loan Repayment (as defined in the Indenture) in amounts sufficient to allow the Issuer to make its corresponding payments of the principal of, premium, if any, and interest due on the Bonds.

The Issuer in the Indenture will pledge and assign to the Trustees for the payment of the Bonds all of the following: (i) all Loan Repayments which the Obligor is obligated to make under the Loan Agreement; (ii) all moneys in the Bond Fund and the Project Fund; (iii) all of the Issuer's rights and interest in the Promissory Note (as defined in the Indenture); (iv) all of the Issuer's rights and interest in the Loan Agreement (reserving certain rights of the Issuer and certain related parties in respect of attorneys' fees, taxes, insurance, indemnification and its administrative costs); and (v) all of the proceeds of the foregoing, including, without limitation, investments thereof.

The Letter of Credit and the Issuer's rights, title and interest in the foregoing are deemed a part of and are collectively referred to as the "Security". The rights of the Bondholders and the Trustees as to payment of the Bonds are subject to applicable bankruptcy, insolvency and similar laws and principals of equity and public policy affecting creditors' rights generally.

Interest Rates On The Bonds.

Prior to the Conversion Date. Interest on the Bonds will be payable at the Variable Rate (as hereinafter defined) from the date of original issue until the earlier of the Conversion Date or the date of payment in full of the Bonds (the "Variable Rate Period"). The Variable Rate on December 14, 1995 through and including December 20, 1995 will be _____% per annum. Thereafter, during the Variable Rate Period, the Variable Rate shall be determined on the basis of a 365/366-day year, actual number of days elapsed, by the Remarketing Agent, by 3:00 P.M. Chicago, Illinois time on each Wednesday (or the immediately preceding Business Day (as defined in the Indenture) if Wednesday is not a Business Day) for the next Calendar Week (as herein defined) and shall be the rate of interest which, if borne by the Bonds, would, in the judgment of the Remarketing Agent, having due regard to the prevailing financial market conditions for tax-exempt revenue bonds or other tax-exempt securities of the same general nature as the Bonds or tax-exempt securities which are comparable as to credit and maturity (or period for tender) with the credit and maturity (or period for tender) of the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds at a price of par (exclusive of accrued interest, if any) at the time such interest rate is determined. The Variable Rate as so determined shall be uniform during each Calendar Week for all Bonds. Notwithstanding the foregoing, the Variable Rate shall not exceed the lesser of twelve percent (12%) per annum or the maximum rate permitted by applicable law. If no Remarketing Agent shall be serving under the Indenture, or if for any reason the Remarketing Agent has not determined the Variable Rate on a Wednesday (or immediately preceding Business Day if Wednesday is not a Business Day) for the next Calendar Week, the Variable Rate effective for such Calendar Week shall be the Variable Rate most recently determined by the Remarketing Agent as aforesaid.

As used herein, "Calendar Week" means the period of seven (7) days from and including Thursday to and including the following Wednesday; provided, however, that the first Calendar Week means the period from the date on which the Bonds are delivered to the purchaser or purchasers thereof upon original issuance to and including the following Wednesday.

On and after the Conversion Date. The Bonds shall bear interest at a fixed annual rate of interest (the "Fixed Rate") on and after the Conversion Date, except as provided under the subheading "Conversion of Interest Rate on the

Bonds". The Fixed Rate for the Bonds shall be determined, on the basis of a 360-day year consisting of twelve (12) months of thirty (30) days each, by the Remarketing Agent on the date which is five (5) Business Days prior to the Conversion Date (the "Computation Date") and shall be the rate determined by the Remarketing Agent on the Computation Date to be the rate which, if borne by the Bonds would, in the judgment of the Remarketing Agent having due regard to prevailing market conditions for tax-exempt revenue bonds or other tax-exempt securities comparable to the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds or portion thereof tendered (or deemed to have been tendered) for purchase at a price of par (exclusive of accrued interest, if any) on the Computation Date; provided, however, that the Fixed Rate shall not exceed the maximum rate permitted by applicable law. If for any reason the Remarketing Agent fails to determine the Fixed Rate by the close of business on the Computation Date, the Bonds shall continue to bear interest at the Variable Rate determined in accordance with the Indenture.

The determination of the Variable Rate or the Fixed Rate by the Remarketing Agent shall be conclusive and binding upon the Issuer, the Obligor, the Trustees, the Remarketing Agent and the Bondholders.

In determining the interest rate that the Bonds shall bear as provided herein, neither the Remarketing Agent nor the Trustees shall have any liability to the Issuer, the Obligor, the Trustees or any Bondholder except for its gross negligence or wilful misconduct.

Conversion Of Interest Rate On Bonds.

During the Variable Rate Period, the interest rate(s) on the Bonds, at the option of the Obligor, shall be converted from the Variable Rate to the Fixed Rate, upon delivery by the Obligor to the Trustees, the Remarketing Agent, the Bank and the Issuer:

(1) on any Business Day of any calendar month during the Variable Rate Period, of (i) a notice (the "Conversion Notice") stating that the Obligor has elected to convert the interest rate(s) on the Bonds to the Fixed Rate and specifying the Conversion Date, which date shall be the first (1st) Business Day of the second (2nd) calendar month after the calendar month during which the Trustees receives the Conversion Notice; (ii) a written commitment from the Bank to amend the Letter of Credit then in effect or another bank to issue an Alternative Letter of Credit (as hereinafter defined), in either case to be effective on the Conversion Date and meeting the requirements of the Loan Agreement; and (iii) an opinion of Bond Counsel stating that under the laws existing on the date of the Conversion Notice, the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes; and

(2) by 10:00 A.M. Chicago, Illinois time on the Business Day immediately preceding the Conversion Date, of (i) a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (A) the conversion of the interest rate(s) on the Bonds will not cause the interest on the Bonds to be included in gross income for purposes of federal income taxation, and (B) the Fixed Rate does not exceed the maximum rate permitted by applicable law; and (ii) an amendment to the Letter of Credit then in effect or an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of the Loan Agreement.

No Conversion Notice may be given if a Mandatory Purchase Date (as hereinafter defined) has been established and is existing as provided under "Tender of Bonds for Purchase -- Purchase on Mandatory Purchase Date" herein.

Upon receipt from the Obligor of a Conversion Notice and the opinion of Bond Counsel described in paragraph (1) above, the Trustees shall within five (5) Business Days give notice by mail to the Bondholders, which notice shall state in substance all information required pursuant to the terms of the Indenture. Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. At the direction of the Obligor, the Trustees shall also mail to the Bondholders any disclosure materials provided by the Obligor with respect to the Obligor and the Issuer of the Letter of Credit which will secure the Fixed Rate Bonds.

If the Trustees receive written notification from the Obligor by 10:00 A.M. Chicago, Illinois time on the Business Day immediately preceding the Conversion Date of the Obligor's decision not to elect the conversion of the interest rate(s) on the Bonds to the Fixed Rate on the Conversion Date or if the Obligor fails to deliver to the Trustees by 10:00 A.M. Chicago, Illinois time on the Business Day immediately preceding the Conversion Date the supplemental opinion of Bond Counsel, the interest rate(s) on the Bonds shall not be converted to the Fixed Rate on the Conversion Date and the Bonds shall continue to bear interest at the Variable Rate. In such event, Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be purchased on the Conversion Date in accordance with the provisions of the Indenture. Further, the Issuer, the Obligor, the Trustees and the Bondholders, other than Bondholders whose Bonds were tendered (or deemed to have been tendered) for purchase on the Conversion Date, shall be restored to their former positions and rights under the Indenture with respect to the Bonds, and all rights of the Issuer, the Trustees and the Obligor under the Indenture shall continue as if no such proceedings for the conversion of the interest rate on the Bonds had been taken. The Trustees shall promptly notify the Issuer and the Bondholders by mail (and shall immediately notify the Bank and the Remarketing Agent by telephone) in the event that the interest rate on the Bonds is not converted on the Conversion Date as provided herein.

The Bond shall not be subject to purchase as provided herein after the Conversion Date.

Tender Of Bonds For Purchase.

Purchase on Optional Tender Date. During the Variable Rate Period, the holders of the Bonds shall have the right to tender any Bond or Bonds (or portion thereof in an amount of One Hundred Thousand Dollars ($100,000) or any integral multiple thereof), to the Trustees as tender agent for purchase on any Optional Tender Date (as hereinafter defined) at a purchase price equal to one hundred percent (100%) of the principal amount of Bonds to be purchased plus interest thereon, if any, to the Optional Tender Date, but only upon:

(1) delivery to the Trustees at their principal corporate trust office of an irrevocable written notice at least seven (7) days prior to the date on which the Bonds are to be purchased (which date must be a Business Day) (the "Optional Tender Date"), in which event the Trustees shall give the Remarketing Agent, the Obligor and the Bank prompt telephonic notice of the receipt of such written notice; and

(2) delivery of such Bond or Bonds (with an appropriate instrument of transfer duly executed in blank) to the Trustees as tender agent at their principal corporate trust office at or prior to 10:00 A.M. Chicago, Illinois time, on such Optional Tender Date; provided, however, that no Bond (or portion thereof in an authorized denomination) shall be purchased unless the Bond so delivered to the Trustees shall conform in all respects to the description thereof in the aforesaid notice.

Any election of a Bondholder to tender a Bond or Bonds (or portion thereof as aforesaid) for purchase on any Optional Tender Date as provided above shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If A Bondholder Fails To Deliver Such Bond Or Bonds To The Trustees As Tender Agent On Or Before 10:00 A.M. Chicago, Illinois Time, On Such Optional Tender Date As Required By The Terms Of The Indenture, Such Bond Or Bonds (Or Portions Thereof In Authorized Denominations) Which Are Not Delivered To The Trustees Shall Be Deemed To Have Been Properly Tendered To The Trustees And, To The Extent That There Shall Be On Deposit With The Trustees On Or Before The Optional Tender Date An Amount Sufficient To Pay The Purchase Price Thereof, Such Bond Or Bonds Shall Cease To Constitute Or Represent A Right To Payment Of Principal Or Interest Thereon And Shall Constitute And Represent Only The Right To The Payment Of Purchase Price Payable On The Optional Tender Date. The foregoing shall not limit the entitlement of any Bondholder on any Record Date immediately preceding the Optional Tender Date to receipt of interest due on such Date.

Any Bond or Bonds tendered to the Trustees, as tender agent, by a holder for purchase on any date occurring after the date notice is given by the Trustees to the Bondholders as provided under "The Bonds -- Conversion of Interest Rate on Bonds" herein through the Conversion Date may not be remarketed except to a purchaser who delivers to the Trustees at the time of such purchase a written statement to the effect that such purchaser agrees to accept the Fixed Rate on the Conversion Date or to deliver such Bond or Bonds for purchase pursuant to the paragraph immediately following.

Purchase on Conversion Date. Upon any conversion of the interest rate on the Bonds to the Fixed Rate, the holders of the Bonds shall tender all Bonds (with appropriate instruments of transfer duly executed in blank) to the Trustees as tender agent at their principal corporate trust office on or before the Fixed Rate Tender Date for purchase on the Conversion Date at a purchase price equal to one hundred percent (100%) of the principal amount of the Bonds to be purchased, except for any Bond or Bonds (or portions thereof in authorized denominations) the holders of which shall deliver to the Trustees at their principal corporate trust office at least ten (10) Business Days prior to the Conversion Date a written notice to retain such Bonds in substantially the form as provided in the Indenture.

Purchase on Mandatory Purchase Date. During the Variable Rate Period, the Bonds shall be subject to purchase on each Mandatory Purchase Date (as hereinafter defined) as hereinafter provided:

If the Obligor delivers to the Trustees not less than sixty (60) days prior to the expiration date of the Letter of Credit then in effect satisfactory evidence that the Obligor has obtained an Alternate Letter of Credit (as hereinafter defined) to be effective upon or prior to the fifteenth (15th) day immediately preceding such expiration date and specifying the name of the issuer of the Alternate Letter of Credit, the holders of the Bonds shall tender all Bonds (with appropriate instruments of transfer duly executed in blank), except those Bonds which the holder elects to retain, to the Trustees as tender agent at their principal corporate trust office on or before the Business Day immediately prior to the applicable Mandatory Purchase Date (the "Mandatory Purchase Tender Date") for purchase on the applicable Mandatory Purchase Date, which shall be a Business Day that is the effective date of the Alternate Letter of Credit, at a purchase price equal to one hundred percent (100%) of the principal amount of the Bonds to be purchased plus accrued interest, if any, to the Mandatory Purchase Date. If the Obligor fails to deliver such satisfactory evidence and fails to provide the Trustees not less than sixty (60) days prior to the expiration date of the Letter of Credit then in effect an extension of such Letter of Credit for a period of not less than one (1) year ending on a December 15, then the Bonds will be called for special mandatory redemption as set forth under "The Bonds -- Redemption of the Bonds -- Special Mandatory Redemption" herein.

Upon the Bonds becoming subject to tender for purchase as provided in the immediately preceding paragraph, the Trustees shall within five (5) Business Days after receipt of the letter described above, give telephonic notice to the Remarketing Agent and give notice by certified mail to the Bondholders, which notice shall have enclosed therewith any disclosure materials provided pursuant to the terms of the Indenture and shall be in substantially the form as provided in the Indenture. Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice.

The Bonds shall be tendered for purchase on a Mandatory Purchase Date as provided above except for any Bond or Bonds (or portions thereof in authorized denominations) the holder of which shall deliver to the Trustees as tender agent at their corporate trust office at least five (5) Business Days prior to the Mandatory Purchase Date a written notice in substantially the form as set forth in the Indenture.

If the Obligor fails to deliver the Alternate Letter of Credit and all opinions as required by the terms of the Loan Agreement on or prior to the Mandatory Purchase Date, such failure shall constitute an Event of Default under the Indenture and the payment of the principal of and interest on the Bonds shall immediately be declared due and payable and interest thereon shall accrue to the fifteenth (15th) day following the date of such declaration.

Any election by a Bondholder to retain any Bond or Bonds (or portions thereof in authorized denominations) and not to tender such Bond or Bonds (or portions thereof in authorized denominations) for purchase on the Conversion Date or applicable Mandatory Purchase Date, as the case may be, shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If A Bondholder Fails To Give Notice Of Such An Election With Respect To Any Bond Or Bonds (Or Portions Thereof In Authorized Denominations) And Thereafter Fails To Deliver Such Bond Or Bonds To The Trustees As Tender Agent On Or Before The Fixed Rate Tender Date Or Mandatory Purchase Tender Date, As The Case May Be, Such Bond Or Bonds (Or Portions Thereof In Authorized Denominations) Which Are Not Delivered To The Trustees Shall Be Deemed To Have Been Properly Tendered To The Trustees And, To The Extent That There Shall Be On Deposit With The Trustees On Or Before The Conversion Date Or Mandatory Purchase Date, As The Case May Be, An Amount Sufficient To Pay The Purchase Price Thereof, Such Bond Or Bonds Shall Cease To Constitute Or Represent A Right To Payment Of Principal Or Interest Thereon And Shall Constitute And Represent Only The Right To The Payment Of Purchase Price Payable On Or After The Conversion Date Or Mandatory Purchase Date, As The Case May Be. The foregoing shall not limit the entitlement of any Bondholder on any Record Date immediately preceding the Conversion Date Or Mandatory Purchase Date to receipt of interest due on such date. The Trustees will inform the Remarketing Agent by telephone on each date on which the Trustees receives notice from a Bondholder or Bondholders to retain any Bonds on the Fixed Rate Tender

Date or a Mandatory Purchase Tender Date, as the case may be, of the principal amount of Bonds to be retained on each such date.

On each Optional Tender Date and Mandatory Purchase Date and on the Conversion Date, the Trustees shall purchase (but solely from funds received by the Trustees in accordance with the Indenture, including moneys received from a drawing under the Letter of Credit) the Bond or Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) to the Trustees for purchase in accordance with the Indenture at a purchase price equal to one hundred percent (100%) of the principal amount of the Bond or Bonds (or portions thereof in authorized denominations) to be purchased plus, in the case of a tender for purchase, accrued interest, if any, thereon to the Optional Tender Date or Mandatory Purchase Date, as the case may be. Funds for the payment of the purchase price of such Bond or Bonds (or portions thereof in authorized denominations) shall be paid by the Trustees solely from the sources provided in the Indenture. In the event that only a portion of any Bond or Bonds shall be tendered (or deemed to have been tendered) for purchase by the holder thereof, there shall be issued to the holder of such Bond or Bonds, without charge therefor, a new Bond or Bonds as provided in the Indenture in any authorized denomination or denominations (as specified by such Bondholder by written notice) and in an aggregate principal amount equal to the principal amount of such Bond or Bonds not tendered or not deemed to have been tendered for purchase.

Redemption Of The Bonds.

The Bonds are not subject to redemption prior to maturity except as hereinafter provided.

Optional Redemption. On or prior to the Conversion Date, the Bonds are subject to redemption by the Issuer, at the option of the Obligor, but subject to the receipt by the Trustees of the written consent of the Bank under certain conditions set forth in the Indenture, at any time upon the giving of notice of redemption, in whole or in part in multiples of One Hundred Thousand Dollars ($100,000), at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date.

After the Conversion Date, the Bonds are subject to redemption by the Issuer, at the option of the Obligor, but subject to the receipt by the Trustees of the written consent of the Bank under certain conditions set forth in the Indenture, in whole at any time or in part in multiples of Five Thousand Dollars ($5,000) on any Interest Date for which notice of redemption can be given, at the redemption prices set forth in the following table plus accrued interest to the redemption date:

Length Of Period From The Interest Payment Date Immediately Succeeding The Conversion Date To The Maturity Date	Redemption Price As A Percentage Of Principal Amount (Measured From And Including The Interest Payment Date Immediately Succeeding The Conversion Date)	Call Protection*
greater than 10 years	after 5 years at 102%, declining ½% per 6 months	5 years
less than or equal to 10 years and greater than 7 years	after 3 years at 101%, declining ½% per 6 months	3 years
less than or equal to 7 years and greater than 4 years	after 2 years at 101%, declining ½% per 6 months	2 years
less than or equal to 4 years and greater than 3 years	after 2 year at 100½%, declining ½% per 6 months	2 years
less than or equal to 3 years and greater than 2 years	after 1 year at 100½%, declining ½% per 6 months	1 year
less than or equal to 2 years and greater than 1 year	after 1 year at 100%	1 year
less than or equal to 1 year	on or after the second Interest Payment Date during such period at 100%	the portion of such period prior to the second Interest Payment Date therein

Mandatory Redemption. The Bonds shall be called for redemption in the event (1) insurance or condemnation proceeds are deposited in the Bond Fund pursuant to Article VII of the Loan Agreement or (2) of a Determination of Taxability (as hereinafter defined). If called for redemption pursuant to (1) above, the Bonds shall be subject to redemption

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*Length of time (measured from the Interest Payment Date immediately succeeding the Conversion Date) before Bonds may be called.

to the extent of such insurance or condemnation proceeds deposited in the Bond Fund at any time upon the giving of such notice of redemption at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. If called pursuant to (2) above, the Bonds shall be subject to redemption on the earliest practicable date for which notice can be given following a Determination of Taxability at one hundred percent (100%) of the aggregate principal amount of Bonds outstanding plus accrued interest to the redemption date.

As used herein, the term "Determination of Taxability" means a determination that the interest income on any of the Bonds is included in gross income for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(a) the day on which the Obligor is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, based upon any filings of the Obligor, or upon any review or audit of the Obligor, or upon any other grounds whatsoever, the interest on the Bonds is includable for federal income tax purposes in the gross income of any holder or former holder thereof;

(b) the day on which the Obligor receives notice from the Trustees in writing that the Trustees has been advised in writing by any holder or former holder of a Bond that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to such holder or former holder which asserts in effect that the interest on the Bonds received by such holder or former holder is includable in the gross income of such holder or former holder;

(c) the day on which the Obligor is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service or a technical advice memorandum issued by the national office of the Internal Revenue Service that the interest on the Bonds is includable for federal income tax purposes in the gross income of any holder or former holder of a Bond;

(d) the day on which the Obligor is advised in writing that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Obligor has been given written notice and an opportunity to participate and defend that the interest on the Bonds is includable in the gross income of any holder or former holder of a Bond; or

(e) the date specified in a written opinion to the Obligor from Bond Counsel (as defined in the Indenture) as the day on which interest on the

Bonds first became or will become includable in the gross income of any holder or former holder of a Bond;

provided, however, (i) no Determination of Taxability shall occur if the interest of any of the Bonds is included in gross income for federal income tax purposes solely because such Bond was held by a Person who is a Substantial User or a Related Person (each as defined in the Indenture), and (ii) no Determination of Taxability shall occur under subparagraph (a), (b) or (c) of this definition unless the Obligor has been afforded the opportunity, at its expense, to contest any such conclusion and/or assessment after furnishing the Trustees, the Issuer and the Bank, within thirty (30) days after the occurrence of an event described in subparagraph (a), (b) or (c) of this definition, with an opinion of Bond Counsel to the effect that there is a reasonable likelihood that the Obligor will prevail in such contest and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined. The Obligor shall promptly notify the Trustees and the Issuer of any event described in subparagraph (a), (c), (d) or (e) of this definition and shall further promptly notify the Trustees and the Issuer of any final determination if the Obligor has contested under subparagraph (a), (b) or (c) of this definition. The Obligor shall be deemed to have been afforded the opportunity to contest the occurrence of a Determination of Taxability if it shall have been permitted to commence and maintain any action in the name of any holder or former holder of a Bond to judgment and through any appeals therefrom or other proceedings related thereto.

Special Mandatory Redemption. In the event that, at least sixty (60) days prior to the expiration date of the Letter of Credit then in effect, the Trustees has been provided with an extension of such Letter of Credit for a period of not less than one (1) year ending on a December 15 or satisfactory evidence that an Alternate Letter of Credit is to be issued for such period, then the Bonds will be called for special mandatory redemption on the December 1 next preceding the expiration date of the then existing Letter of Credit at a redemption price determined as follows: (a) during the Variable Rate Period, the redemption price shall be one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date; and (b) during the Fixed Rate Period, the redemption price shall be the lesser of (i) one hundred three percent (103%) of the principal amount thereof plus accrued interest to the redemption date, or (ii) the redemption price which would apply as of the redemption date if the Bonds were optionally redeemed pursuant to the Indenture.

The Obligor shall have the right to purchase in lieu of redemption all or a portion of the Bonds to be redeemed pursuant to the preceding paragraph by delivering to the Trustees on or prior to the redemption date (a) (i) an Alternate Letter of Credit and all opinions as required by the Loan Agreement or (ii) an extension of the Letter of Credit then in effect for the applicable period required by the Loan Agreement , and (b) a written notice specifying the principal amount of Bonds to be so purchased. As and when

Bonds to be so purchased by the Obligor are delivered to the Trustees, the Trustees shall pay the purchase price for such Bonds (which shall be equal to the scheduled redemption price) from moneys drawn under the Letter of Credit and shall hold such Bonds as Pledged Bonds until such time as such Bonds are remarketed by the Remarketing Agent pursuant to the Indenture. Provided moneys are on deposit with the Trustees to pay the purchase price of such Bonds on the date fixed for redemption, Bonds to be so purchased by the Obligor which are not delivered to the Trustees on such date shall nonetheless be deemed to have been tendered for purchase of and to have been purchased by the Obligor, which shall thereafter be the owner of such Bonds for all purposes. Bonds so purchased by the Obligor shall not be cancelled on the scheduled redemption date but shall be treated as if tendered for purchase pursuant to the Indenture.

Partial Redemption. If less than all the outstanding Bonds of the same series and maturity shall be called for redemption, the Trustees shall select, or arrange for the selection of, the Bonds of such series and maturity to be redeemed by lot, in such manner as it shall in its discretion determine; provided that any such Bonds selected for redemption shall be in One Hundred Thousand Dollar ($100,000) portions thereof prior to the Conversion Date and in Five Thousand Dollar ($5,000) portions thereof after the Conversion Date. Notwithstanding the foregoing, Bonds which are pledged to the Bank ("Pledged Bonds") pursuant to the Pledge and Security Agreement, dated as of December 1, 1995, among the Obligor, the Trustees and the Bank shall be selected by the Trustees for redemption before any other Bonds are selected for redemption. If there shall be called for redemption less than the principal amount of a Bond, the Issuer shall execute and the Trustees shall authenticate and deliver, upon surrender of such Bond, without charge to the owner thereof, in exchange for the unredeemed principal amount of such Bond, at the option of such owner, Bonds in any of the authorized denominations.

Notice of Redemption. Notice of the call for redemption of the Bonds for any reason shall be given by the Trustee, upon receipt by the Trustees of notice from the Issuer as directed by the Obligor at least forty-five (45) days prior to the redemption date that the Bonds shall be redeemed as provided in the Indenture (except for Sinking Fund Redemptions, a Mandatory Redemption on Determination of Taxability or a Special Mandatory Redemption, which shall not require any such notice from the Issuer to the Trustees), by certified mail prior to the Conversion Date and thereafter by first class mail, at least thirty (30) days but not more than forty-five (45) days before the redemption date to each holder of the Bonds to be redeemed in whole or in part at his last address appearing on the registration books maintained by the Trustees; provided, however, that failure to give such notice by mail, 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. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Bondholder receives the notice. Additional notices of redemption

may be given in accordance with the Indenture. All Bonds so called for redemption will cease to bear interest on the specified date set for redemption, provided funds for their redemption have been duly deposited with the Trustees pursuant to the Indenture and, thereafter, the holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and, in the case of redemption, a new Bond for any portion not redeemed.

The Letter Of Credit.

General.

The following is a summary of certain provisions of the Letter of Credit and reference is made to it for a complete recital of the terms thereof:

The Letter of Credit will be an irrevocable obligation of the Bank to pay to the Trustees, upon request and in accordance with the terms thereof, an amount sufficient to pay (i) the principal of the Bonds or the portion of the purchase price corresponding to the principal of the Bonds and (ii) up to one hundred ten (110) days accrued interest (at a maximum rate of twelve percent (12%) per annum) on the Bonds or the portion of the purchase price corresponding to interest accrued on the Bonds. The Letter of Credit shall terminate (the "Termination Date") no earlier than the earliest of (i) the payment in full by the Bank of funds authorized to be drawn thereunder, (ii) the surrender of the Letter of Credit by the Trustees to the Bank for cancellation as a result of (A) the payment in full of the Bonds pursuant to the provisions of the Indenture, or (B) the acceptance by the Trustees of an Alternate Letter of Credit, as certified by the Trustee to the Bank, (iii) 5:00 P.M., Detroit, Michigan time, on December 15, 2005, (iv) the fifth (5th) day following the Conversion Date, or (v) the fifteenth (15th) calendar day following delivery to the Trustees of a direction by the Bank under the Indenture to declare the Bonds due and payable which has not been rescinded.

On or prior to the Conversion Date or the Termination Date of the Letter of Credit, the Letter of Credit entitles, and the Indenture requires, the Trustees, to draw upon the Letter of Credit on the Business Day preceding (1) any date on which interest or principal (whether upon redemption, acceleration or otherwise) is due on the Bonds, in an amount sufficient to make such payment to the extent funds are not otherwise available therefor under the Indenture, and (2) any date on which Bonds are to be purchased, in an amount sufficient to purchase such Bonds to the extent funds are not otherwise available therefor, including without limitation funds available from the remarketing of such Bonds by the Remarketing Agent. Notwithstanding the foregoing, in no event shall the Trustee draw under the

Letter of Credit or apply proceeds of any draw under the Letter of Credit to pay the principal of or interest on Pledged Bonds.

Except as therein provided, the Letter of Credit is governed by the Uniform Customs and Practices for Documentary Credits (1993 Revision), International Chamber of Commerce, Publication No. 500 (the "U.C.P."). The U.C.P. provides that banks assume no liability or responsibility for consequences arising out of the interruption of their business by acts of God, riots, civil commotions, insurrections, wars or any other causes beyond their control, or by strikes or lockouts. It further provides that upon resumption of their business, banks will not effect payment under letters of credit which expired during such interruption of their business.

The obligation of the Bank under the Letter of Credit with respect to the Bonds will be reduced to the extent of any drawing thereunder. The amount available to be drawn under the Letter of Credit with respect to the Bonds will also be reduced by the amount by which Bonds have been paid, redeemed or canceled (and have not been exchanged for new Bonds in a like principal amount). The amount available to be drawn under the Letter of Credit with respect to the purchase price of the Bonds will be increased by the amount of reimbursement paid to the Bank by the Obligor or received from remarketing proceeds of the Bonds for amounts previously drawn under the Letter of Credit to pay the purchase price of the Bonds. With respect to a drawing by the Trustees to pay interest on the Bonds, unless the Trustees shall have received notice from the Bank no later than the fifteenth (15th) calendar day after the drawing that the amount available to be drawn for interest under the Letter of Credit will not be reinstated, the Letter of Credit will on the next calendar day thereafter automatically reinstate in an amount equal to such interest drawing.

Upon an acceleration of the maturity of the Bonds due to any provision of the Indenture, the Trustees will be entitled to draw on the Letter of Credit to the extent of the aggregate principal amount of such Bonds then outstanding plus accrued interest on the Bonds upon acceleration including interest accruing through the third (3rd) calendar day following the date of such acceleration, less amounts paid in respect of interest and the purchase price of any Bond for which the Letter of Credit has not been reinstated.

Alternate Letter Of Credit -- Variable Rate Period.

The Loan Agreement provides that the Obligor may, at any time, at its option, so long as it has not delivered a Conversion Notice as provided under "Conversion of Interest Rate on Bonds" herein, provide for the delivery to the Trustees of an irrevocable letter of credit, other than the Letter of Credit, issued by a commercial bank, federal savings bank or savings and loan association organized under the laws of the United States or any state of the United States or the District of Columbia or a branch or agency of a foreign commercial bank located in the United States and subject to regulation by

state or federal banking regulatory authorities (the "Alternate Letter of Credit"), the date of which shall be prior to the termination date of and the terms of which shall in all material respects be the same as the Letter of Credit except that such Alternate Letter of Credit shall be for a period of at least one (1) year and shall expire on a December 15; provided, however, that (i) upon the written request of the Obligor made not more than six (6) months and not less than ninety (90) days prior to the scheduled expiry date of the Alternate Letter of Credit, the issuer of the Alternate Letter of Credit may, in its sole discretion, agree to extend the scheduled termination date of the Alternate Letter of Credit for a minimum period of one (1) year and upon such terms and conditions as may be agreed on by that issuer and the Obligor; within thirty (30) days from the receipt of such request that issuer shall notify the Obligor whether such extension will be granted and the terms and conditions applicable to such extension and (ii) on or before the date of such delivery of an Alternate Letter of Credit to the Trustees, the Obligor shall furnish to the Trustees (x) an opinion of Bond Counsel stating that the delivery of such Alternate Letter of Credit is authorized under and complies with the terms of the Loan Agreement, and (y) an opinion of counsel stating that the Alternate Letter of Credit is a binding and enforceable obligation of its issuer (except as enforceability may be limited by (A) bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and (B) the availability of equitable remedies, including specific performance and injunctive relief), that payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code in the event of a filing of a petition in bankruptcy by or against the Obligor or the Issuer and that the Issuer is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States and subject to regulation by state or federal banking regulatory authorities or is a branch of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal banking regulatory authorities. In the case of an Alternate Letter of Credit issued by a branch or agency of a foreign commercial bank there shall also be delivered an opinion of counsel satisfactory to the Trustees and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Alternate Letter of Credit is the legal, valid and binding obligation of such bank enforceable in accordance with its terms.

Fixed Rate Period.

On the Business Day immediately preceding the Conversion Date, the Obligor shall cause to be delivered to the Trustees (A) an amendment to the Letter of Credit then in effect or an Alternate Letter of Credit, which Letter of Credit, as amended, or Alternate Letter of Credit (i) shall have the same terms as, and shall be in substantially the form of, the original Letter of Credit, except that it shall provide for the payment of the outstanding principal, any redemption premium and up to two hundred ten (210) days interest payable with respect to the Bonds after the Conversion Date, (ii)

shall be effective on the Conversion Date, (iii) shall be for a period of at least five (5) years after the Conversion Date or the remaining term of the Bonds, whichever is less, and (iv) shall expire on a December 15, (B) an opinion of Bond Counsel stating that the delivery of the amendment to the Letter of Credit then in effect or Alternate Letter of Credit, as the case may be, is authorized under and complies with the Loan Agreement, (C) an opinion of counsel stating that (i) the Letter of Credit as amended or the Alternate Letter of Credit, as the case may be, is a binding and enforceable obligation of the Issuer thereof (except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and the availability of equitable remedies, including specified performance and injunctive relief), (ii) payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code in the event of a filing of a petition in bankruptcy by or against the Obligor or the Issuer, and (iii) the issuer thereof is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States or is a branch or agency of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal banking regulatory authorities, and (D) evidence that the Issuer of the Letter of Credit as amended or Alternate Letter of Credit, as the case may be, is rated by a Rating Agency (as hereinafter defined) at least equal to the greater of (i) the rating of the Issuer of the then existing Letter of Credit or (ii) "A". In the case of an Alternate Letter of Credit issued by a branch or agency of a foreign commercial bank there shall also be delivered an opinion of counsel satisfactory to the Trustees and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Letter of Credit as amended or Alternate Letter of Credit, as the case may be, is the legal, valid and binding obligation of such bank enforceable in accordance with its terms. "Rating Agency" means Moody's Investor Services, Inc., or Standard & Poor's Rating Group, a division of McGraw Hill, or their successors and assigns, and, if both such corporations shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Rating Agency" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Obligor with the approval of the Remarketing Agent, by notice to the Issuer, the Bank, the Trustees and the Remarketing Agent.

The Obligor shall have the right (but is not obligated) after the Conversion Date to arrange for the renewal, reissuance or extension of the Letter of Credit or an Alternate Letter of Credit. Any renewal, reissuance or extension shall be for a period of at least five (5) years or the remaining term of the Bonds, whichever is less, and shall expire on a December 15.

At any time after the Conversion Date upon at least forty-five (45) days prior written notice to the Trustees, the Obligor may, at its option, provide for delivery of an Alternate Letter of Credit which shall be effective on the date such Alternate Letter of Credit is accepted by the Trustees in accordance herewith. Any Alternate Letter of Credit shall be issued by a

commercial bank, federal savings bank or savings and loan association acceptable to the Issuer organized under the laws of the United States or any state of the United States or the District of Columbia or a branch or agency of a foreign commercial bank located in the United States and subject to regulation by state or federal banking regulatory authorities and shall have the same terms as, and shall be in substantially the form of, the amended Letter of Credit or Alternate Letter of Credit, as the case may be, delivered pursuant to the first paragraph under "Letter Of Credit -- Fixed Rate Period" herein and such Alternate Letter of Credit shall be for a period of at least five (5) years or the remaining term of the Bonds, whichever is less, and shall expire on a December 15. On or before the date of delivery of any Alternate Letter of Credit to the Trustees, as a condition of acceptance of any Alternate Letter of Credit by the Trustees, the Obligor shall furnish to the Trustees (A) an opinion of Bond Counsel stating the delivery of such Alternate Letter of Credit is authorized under and complies with the Loan Agreement, (B) an opinion of counsel stating that (i) the Alternate Letter of Credit is a binding and enforceable obligation of the Issuer thereof (except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and the availability of equitable remedies, including specific performance and injunctive relief), (ii) payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code in the event of a filing of a petition in bankruptcy by or against the Obligor or the Issuer and (iii) the Issuer thereof is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States or is a branch or agency of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal banking regulatory authorities, and (C) evidence that the Issuer of the Alternate Letter of Credit is rated by a Rating Agency at least equal to the greater of (i) the rating of the Issuer of the then existing Letter of Credit or (ii) "A". In the case of an Alternate Letter of Credit issued by a branch or agency of a foreign commercial bank there shall also be delivered an opinion of counsel satisfactory to the Trustees and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Alternate Letter of Credit is the legal, valid and binding obligation of such bank enforceable in accordance with its terms.

The Reimbursement Agreement.

The following is a summary of certain provisions of the Reimbursement Agreement, to which document in its entirety by reference is made for the detailed provisions thereof. An Event of Default under the Reimbursement Agreement could, at the option of the Bank, be an Event of Default under the Indenture.

Reimbursement By The Account Parties.

The Account Parties agree to reimburse the Bank for all amounts that are drawn by the Trustees under the Letter of Credit, together with interest on all such amounts in accordance with the provisions of the Reimbursement Agreement. The obligations of the Obligor under the Reimbursement Agreement are guaranteed by Groot Recycling and Waste Services, Inc. ("Groot Recycling") and by Crown Recycling and Waste Services, Inc. ("Crown"). Groot Recycling, Crown and the Obligor are referred to together as the "Account Parties."

Fees, Commissions And Expenses.

Pursuant to the Reimbursement Agreement, the Account Parties agree to pay to the Bank Letter of Credit disbursement fees, transfer fees, an annual fee based on the amount available to be drawn under the Letter of Credit, a termination premium under certain circumstances if the Account Parties replace the Letter of Credit prior to its expiration date as set forth in the Reimbursement Agreement, interest on amounts drawn under the Letter of Credit to the date of repayment by the Account Parties, and all expenses incurred in maintaining the Letter of Credit and in enforcing the Bank's rights under the Reimbursement Agreement. All costs and expenses (including those which result from a change in law) incurred by the Bank relative to the Letter of Credit or the Reimbursement Agreement will also be paid by the Obligor in accordance with the terms of the Reimbursement Agreement.

Certain Affirmative And Negative Covenants.

The Account Parties covenant in the Reimbursement Agreement, among other things, to maintain their respective corporate existence; to comply with all applicable laws and pay taxes; to maintain adequate insurance; to keep proper and keep proper books and records; to permit the Bank to examine such books and records; to submit to the Bank certain financial and other reports and information; to comply with certain financial covenants; and to not do certain things or permit certain conditions to exist without the written consent of the Bank. The Obligor also covenants that it will cause Bonds to be redeemed on December 1 of each year, commencing on December 1, 1997, in the following principal amounts:

December 1	Principal Amount	December 1	Principal Amount
1997	$600,000	2007	$700,000

December 1	Principal Amount	December 1	Principal Amount
1998	$600,000	2008	$800,000
1999	700,000	2009	800,000
2000	700,000	2010	800,000
2001	700,000	2011	800,000
2002	700,000	2012	800,000
2003	700,000	2013	800,000
2004	700,000	2014	800,000
2005	700,000	2015	900,000
2006	700,000		

Bondholders should note that this covenant may be amended or eliminated at any time by the Obligor and the Bank. The Bank may waive its right to request that Bonds be so redeemed. If this covenant is waived, amended or eliminated, the Bonds would continue to be subject to redemption in accordance with the terms of the Indenture.

These covenants are solely for the benefit of the Bank. The Bank may waive any such covenants or certain other provisions of the Reimbursement Agreement and may agree with the Obligor to amend certain covenants or provisions. The Bondholders will have no rights or obligations as a result of the covenants or provisions of any amendments or waivers thereof.

Event Of Default.

The occurrence of certain events constitutes an Event of Default (unless waived by the Bank or unless cured within applicable time periods set forth in the Reimbursement Agreement) under the Reimbursement Agreement. These events pertain to, but are not limited to the following: (i) failure by the Account Parties to pay when due any payment under the Reimbursement Agreement, (ii) the existence of material inaccuracies in any representation or warranty of the Account Parties in the Reimbursement Agreement or in the Indenture, the Loan Agreement, the Security Documents, the Placement Agreement and the Remarketing Agreement or any other agreement or instrument relating thereto (all as

defined in the Reimbursement Agreement and collectively referred to herein as the "Operative Documents"), (iii) failure of the Account Parties to comply with any covenants contained in the Reimbursement Agreement, (iv) various events of bankruptcy, or corporate acts authorizing any such events of bankruptcy, with respect to any Account Party, (v) the award of any judgment or order against any Account Party for the payment of money exceeding One Hundred Thousand Dollars ($100,000) which would likely cause a material adverse change in the business of the Obligor or a material adverse effect on the Reimbursement Agreement and Security Documents, which shall remain unpaid or unstayed on appeal, (vi) default in the payment when due, whether by acceleration or otherwise, of any indebtedness for borrowed money of any Account Party or the default in the performance or observance of any obligation or condition with respect to such indebtedness if the effect of such default is to permit acceleration of the payment thereof by the holder of such indebtedness, (vii) the occurrence of any event of default under any of the Operative Documents, (viii) the occurrence of any "reportable event", as defined in the Employee Retirement Income Security Act of 1974 and any amendments thereto with respect to the Obligor which would result in liability in excess of One Hundred Thousand Dollars ($100,000) and such reportable event is not cured within thirty (30) days, and certain other events related thereto, (ix) any of the Security Documents or the Reimbursement Agreement shall become at any time invalid or unenforceable against the Obligor, and (x) any environmental license or permit applicable to the Project issued by the United States Environmental Protection Agency or the Illinois Environmental Protection Agency shall be revoked or withdrawn or allowed to expire without renewal.

Written notice delivered to the Trustees by the Bank to declare the principal of all Bonds outstanding and accrued interest due and owing arising out of the occurrence and continuance of an Event of Default under the Reimbursement Agreement constitutes an Event of Default under the Indenture. (See "The Indenture -- Defaults and Remedies.")

An Event Of Default Under The Reimbursement Agreement, Including An Event Of Default With Respect To The Financial Covenants Of The Obligor (Which Are Not Described Herein), Could Result In The Acceleration Of Principal And Interest On The Bonds And The Exercise Of All Available Remedies Thereunder.

Security For Reimbursement Agreement.

As security for the Account Parties' obligations under the Reimbursement Agreement, the beneficial owners of the property on which the Project is located will execute a Mortgage, Security Agreement (the "Mortgage") dated as of December 1, 1995, in favor of the Bank, granting a mortgage lien on certain real estate on which the Project is located and a security interest in

certain machinery and equipment. The Mortgage has been or will be executed solely for the benefit of the Bank and neither the Issuer, the Trustees, nor the holders of the Bonds will have any rights or security thereunder.

Pursuant to a Pledge and Security Agreement, dated as of December 1, 1995 (the "Pledge Agreement"), the Bank, the Obligor and the Trustees have agreed that the Trustees shall hold, as agent for the Bank, any Bonds not remarketed by the Remarketing Agent and paid for with a draw on the Letter of Credit. Such Bonds will be registered in the name of the Obligor and pledged to the Bank to secure repayment of moneys thus paid by the Bank. Upon receipt of moneys sufficient to pay in full the amount of such Letter of Credit payment, the pledged Bonds shall be released and the Letter of Credit shall be reinstated as therein provided.

The Loan Agreement.

The following is a summary of certain provisions of the Loan Agreement, to which document in its entirety reference is made for the detailed provisions thereof.

General.

Under the Loan Agreement, the Issuer agrees to issue, sell and deliver the Bonds pursuant to the Indenture, subject to specified conditions and shall cause the proceeds of the sale of the Bonds to be deposited with the Trustees and applied as contemplated by the Indenture.

Payment Obligations Of The Obligor.

The Obligor will pay to the Trustees as assignee of the Issuer on or before any interest payment date for the Bonds or any other date that any payment of interest, premium, if any, or principal is required to be made until such time as the Bonds shall have been fully paid or provision made for such payment as described under the caption "The Indenture -- Discharge of Lien", in immediately available funds, a sum which, together with any Eligible Funds (as defined in the Indenture) held by the Trustees, will be in an amount sufficient to pay principal or purchase price of, premium, if any, and interest on the Bonds, whether at maturity, upon redemption or purchase or otherwise coming due on the Bonds; provided, however, such obligation will be deemed satisfied to the extent of corresponding draws under the Letter of Credit. The Obligor must deliver the Letter of Credit to the Trustees, and the Trustees are authorized to draw upon the Letter of Credit as described above.

Administrative Expenses.

The Obligor must pay the Trustees reasonable fees and charges under the Indenture and the reasonable fees and charges of the Remarketing Agent, the Bank and the Issuer.

Use, Maintenance, And Modification.

The Obligor will own the real property, buildings and equipment comprising the Project and during the term of the Loan Agreement will use the facilities as a qualifying solid waste disposal facility. Notwithstanding the foregoing, the Obligor shall have the right to use the Project for any lawful purpose that will not affect the validity of the Bonds or impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. The failure of the Obligor to use, lease for use or occupy the Project for its intended purposes shall not in any way abate or reduce the obligation of the Obligor to repay the loan under the provisions of the Loan Agreement, and shall not be deemed a default under the Loan Agreement in any respect as long as such alternative use is caused by supervening circumstances not now anticipated and does not impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Obligor agrees that it will keep the Project in good repair and good operating condition, ordinary wear and tear expected, at its own costs. The Obligor may, from time to time and at its own expense, make any modifications or improvements to the Project as it may deem desirable, provided that such modifications or improvements do not (i) materially and adversely affect the scope, character, value or operation of the Project without the prior written consent of the Issuer of the Bank, (ii) impair the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Taxes And Other Charges And Insurance.

The Obligor, subject to its right to contest such taxes or charges as provided in the Reimbursement Agreement, will pay before any interest, collection fees or penalties shall accrue, all taxes, assessments and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against the Project and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project.

The Obligor will continuously insure the Project against such risks and in such amounts with respect to the Project as are customarily insured against by businesses of like size and type, as specifically provided in the Loan Agreement.

Damage, Destruction And Condemnation.

If prior to the full payment of the Bonds (or provision therefor as provided in the Indenture), the Project or any part thereof is damaged or destroyed or taken in condemnation or by eminent domain, the Obligor shall promptly give written notice thereof to the Issuer, the Bank and the Trustees. The net proceeds of the title insurance and casualty and property insurance carried with respect to the Project or the net proceeds resulting from condemnation or eminent domain proceedings shall be paid to the Bank and subject to the provisions of the Mortgage. As soon as practicable, the Bank shall notify the Trustees whether such insurance or condemnation proceeds will be permitted to be used to restore the Project as provided in the Loan Agreement or used to repay the Loan and cause the Bonds to be paid or redeemed to the extent of the available insurance or condemnation proceeds. If the Bank allows such proceeds, or any part thereof, to be used to restore the Project, the Trustees shall deposit the net insurance or condemnation proceeds they receive from the Bank in the Project Fund, which shall be reactivated, or if the Bank elects to cause the Loan to be prepaid to the extent of such net proceeds, such insurance or condemnation proceeds shall be deposited in the Bond Fund and be used to reimburse the Bank for a draw under the Letter of Credit in connection with the redemption of Bonds as provided in the Indenture.

Assignment And Leasing.

The Obligor shall not assign or transfer its rights or obligations under the Loan Agreement, or lease any portion of the Project in excess of ten percent (10%) of the leasable space, without the prior written consent of the Bank and the delivery of specified evidence of the Obligor's compliance with the terms of the Loan Agreement.

Special Covenants.

The obligation of the Obligor to make loan repayments and to perform and observe its other covenants and agreements contained in the Loan Agreement and the Promissory Note will be absolute and unconditional until such time as the principal of, premium, if any, and interest on all outstanding Bonds shall have been fully paid or provided for in accordance with the Indenture and shall not be subject to any defense or right of set-off, counterclaim or recoupment against the Issuer, the Trustees or any other person.

The Obligor will not take, nor permit to be taken on its behalf, any action which would impair the exclusion of interest on the Bonds from gross income for federal income tax purposes and will take such reasonable action as may

be necessary to maintain the exclusion during the term of the Loan Agreement.

Defaults And Remedies.

Each of the following is an "Event of Default" under the Loan Agreement:

(a) failure by the Obligor to pay the loan repayments in the amounts and at the times provided in the Loan Agreement or the Promissory Note; provided, however, that no Event of Default described in this subparagraph (a) shall be deemed to have occurred solely by reason of such failure to make such payments if and to the extent that payments have nonetheless been made by the Bank to the Trustees pursuant to the Letter of Credit for deposit in the Bond Fund at such times and in such manner so as to prevent an Event of Default described under clause (a) or (b) under the heading "The Indenture -- Defaults and Remedies" herein, but such failure may constitute an Event of Default to the extent declared by the Bank to constitute an Event of Default under the Reimbursement Agreement;

(b) failure by the Obligor to in the amounts and at the times provided in the Loan Agreement so to enable the Trustees to pay the Purchase Price of all Bonds to be purchased on each Optional Tender Date, the Conversion Date, and each Mandatory Purchase Date; provided, however, that no Event of Default described in this subparagraph (b) shall be deemed to have occurred solely by reason of such failure to make such payments if and to the extent that payments have nonetheless been made by the Bank to the Trustees pursuant to the Letter of Credit for deposit in the Bond Purchase Fund at such times and in such manner so as to prevent an Event of Default described under clause (c) under the heading "The Indenture -- Defaults and Remedies" herein;

(c) failure by the Obligor to observe and perform any other covenant, condition or agreement on its part to be observed or performed in the Loan Agreement or the Promissory Note for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Obligor by the Issuer, the Bank or the Trustees; provided, however, that if the Obligor shall be unable to observe or perform any such covenant, condition, undertaking or agreement which, if begun and prosecuted with due diligence, can be completed but not within a period of thirty (30) days, then such period shall be increased to such extent as shall be determined by the Trustees with the consent of the Bank to be necessary to enable the Obligor to observe or perform such covenant, condition, undertaking or agreement through the exercise of due diligence;

(d) any representation or warranty made by the Obligor in any document delivered by the Obligor to the Trustees or the Bank or the

Issuer in connection with the sale and delivery of the Bonds proves to be untrue when made in any material respect;

(e) occurrence of an Event of Default under the Indenture; or

(f) the Obligor (i) shall generally not pay its debts as they become due, (ii) shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, (iv) shall institute any proceeding or voluntary case (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, (v) shall take any action to authorize any of the actions described above in this subparagraph (f), or (vi) shall have instituted against it any proceeding (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustees, custodian or other similar official for it or for any substantial part of its property, and, if such proceeding is being contested by the Obligor in good faith, such proceeding shall remain undismissed or unstayed for a period of sixty (60) days.

Whenever any such Event of Default shall have occurred and be continuing, and if acceleration of the maturity of the Bonds has been declared under the Indenture:

(a) the Trustees shall declare all Loan Repayments to be immediately due and payable, whereupon the same shall become immediately due and payable and the Trustees shall thereupon draw upon the Letter of Credit in accordance with its terms and the terms of the Indenture;

(b) subject to the reasonable security and safety requirements of the Obligor, the Issuer or the Trustees may have access to and inspect, examine, and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Obligor, only insofar as they relate to the Project or the Event of Default and the remedying thereof; and

(c) to the extent of any insufficiency after drawing under the Letter of Credit, the Trustees may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under the Loan Agreement, the Promissory Note or to enforce the

performance of any other obligation or agreement of the Obligor under such documents.

No remedy in the Loan Agreement conferred upon or reserved to the Issuer or the Trustees is intended to be exclusive of any other available remedy or remedies, but each and every such remedy will be cumulative and will be in addition to every other remedy given under the Loan Agreement or then or thereafter existing at law or in equity or by statute.

Amendments To Loan Agreement.

The Issuer and the Obligor may, with the consent of the Bank and the Trustees but without the consent of the Bondholders, amend, change or modify the Loan Agreement as may be required: (1) for the purpose of curing any ambiguity or formal defect or omission which shall not adversely affect the interest of the Bondholders; (2) to grant or pledge to the Issuer or the Trustees for the benefit of the Bondholders or the Bank, any additional security; (3) to provide for the issuance of Additional Bonds (as defined in the Indenture) for the purposes set forth in, and subject to, the Loan Agreement and the Indenture; or (4) in connection with any other change therein which, in the judgment of the Trustees acting in reliance upon an opinion of counsel, is not to the prejudice of the Trustees or the Bondholders.

Except for amendments permitted in the preceding paragraph, the Loan Agreement cannot be amended or modified without the consent of the Bank and the consent of the holders of not less than a majority in the aggregate principal amount of the Bonds then outstanding, such consent to be obtained in accordance with the Indenture.

The Indenture.

The following is a summary of certain provisions of the Indenture, to which document in its entirety reference is made for the detailed provisions thereof.

Assignment And Security.

Pursuant to the Indenture, the Issuer's interest in the Security is pledged and assigned to the Trustees by the Issuer to secure payment of the principal of, premium, if any, and interest on the Bonds.

Bond Fund.

The Indenture establishes a Bond Fund, which will be held by the Trustees. The Trustees will deposit in the Bond Fund (a) any accrued interest received on the sale of the Bonds; (b) all Loan Repayments under the Loan Agreement, including all proceeds resulting from the enforcement of the Security or its realization as collateral; (c) insurance and condemnation proceeds as and to the extent provided in the Loan Agreement; (d) all moneys received by the Trustees under the Loan Agreement for deposit in the Bond Fund; (e) all moneys drawn under the Letter of Credit to pay principal of, premium, if any, or interest on the Bonds; and (f) any other moneys received by the Trustees with directions for deposit in the Bond Fund.

The Bond Fund will be used solely for the payment of the interest on the Bonds and for the payment of principal of and premium, if any, on the Bonds upon maturity or prior redemption provided, however, that any amounts transferred from Project Fund to the Bond Fund may only be used in accordance with the provisions of the Loan Agreement.

To the extent that sufficient Eligible Funds in the Bond Fund are not available to pay in full the principal of, premium, if any, and interest on the Bonds at 12:00 Noon, Chicago, Illinois time, on the Business Day immediately preceding the Business Day when due, whether by maturity, redemption or acceleration, the Trustees shall draw upon the Letter of Credit, as provided in the Indenture, on such Business Day in an amount which together with other Eligible Funds available in the Bond Fund is sufficient to make prompt payment of all principal of, premium, if any (but only if the Letter of Credit is amended to cover premium) and interest due on the Bonds on such payment date.

Bond Purchase Fund.

The Indenture established a Bond Purchase Fund, which will be held by the Trustees. The Indenture provides that the Trustees will deposit in the Bond Purchase Fund (i) all money drawn by the Trustees under the Letter of Credit for the purpose of paying the purchase price of Bonds due on any Purchase Date (as hereinafter defined), (ii) all additional payments under the Loan Agreement with respect to the purchase price of tendered Bonds, (iii) the proceeds of any remarketing of Bonds by the Remarketing Agent, and (iv) all other money required to be deposited in the Bond Purchase Fund pursuant to the Loan Agreement or the Indenture. Money in the Bond Purchase Fund will be used to pay the purchase price of Bonds due on any Purchase Date. As used herein, "Purchase Date" shall mean any Optional Tender Date, Mandatory Purchase Date or the Conversion Date.

Funds for payment of the purchase price of Bonds will be derived from the following sources in the order of priority indicated:

(i) proceeds from the remarketing of the Bonds pursuant to the Indenture which have been delivered to the Trustees, provided that such proceeds were not received from the Issuer, the Obligor, or any "insider" of the Obligor or the Issuer (as defined in the United States Bankruptcy Code) and have not been commingled with any other funds which do not constitute Eligible Funds;

(ii) moneys drawn under the Letter of Credit by the Trustees pursuant to the Indenture; and

(iii) any other moneys furnished by the Obligor for purchase of Bonds.

On each Purchase Date, money in the Bond Purchase Fund remaining after the payment of the purchase price of Bonds will be applied by the Trustees to reimburse the Bank for any amounts due under the Reimbursement Agreement.

Project Fund.

The net proceeds of the issuance and delivery of the Bonds shall be deposited in the Project Fund. Pursuant to the Loan Agreement and the Indenture, the Trustees is authorized to make each disbursement from the Project Fund upon receipt of a requisition from the Obligor to pay costs incurred in connection with the issuance and delivery of the Bonds and the acquisition and construction of the Project. Such requisitions shall comply with the requirements of the Loan Agreement. The Trustees shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom.

Investment Of Funds.

Any moneys held as a part of any Fund may be invested or reinvested by the Trustees, at the request of the Obligor, in any one or more of the following, provided that any such investment is not prohibited by law:

(i) obligations of the United States, its agencies, or United States government sponsored enterprises, or obligations the payment of principal and interest on which is unconditionally guaranteed by the United States of America;

(ii) obligations of a state of the United States, the District of Columbia or any possession of the United States, or any political subdivision thereof, which are described in Section 103(a) of the Code and are rated in one of the highest three major grades as determined by at least one national rating service or are secured, as to payments of principal and interest, by a letter of credit provided by a financial institution or insurance provided by

a bond insurance company which itself or its debt is rated in one of the highest three major grades as determined by at least one national rating service;

(iii) banker's acceptances, commercial accounts, certificates of deposit, or depository receipts issued by a bank, trust company, savings and loan association, savings bank, credit union or other financial institution whose deposits are, as appropriate, insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or any successor entities and whose reported capital and surplus equal at least Fifty Million Dollars ($50,000,000); provided, however, that the Fifty Million Dollar ($50,000,000) capital and surplus requirement will not apply to any financial institution owned by NBD Bancorp, Inc. or its successor;

(iv) commercial paper rated at the time of purchase within the two highest classifications established by not less than two (2) national rating services, and which matures within two hundred seventy (270) days after the date of issue;

(v) repurchase agreements against obligations itemized in paragraph (i) above which must be executed by a bank or a trust company or by members of the Association of Primary Dealers or other recognized dealers in United States securities, the market value of which must be maintained at levels at least equal to the amounts advanced and which must be held in the custody of the Trustees or the Trustees's agent;

(vi) any fund or other pooling arrangement which exclusively purchases and holds the investments itemized in (i) through (v) above; or

(vii) an investment agreement or guaranteed investment contract with a provider whose unsecured long-term debt is rated within the two highest rating classifications established by at least one national rating service or an investment agreement or guaranteed investment contract which is guaranteed by an entity meeting the provider requirements described in this subparagraph (vii).

Notwithstanding the foregoing, any moneys from a drawing under the Letter of Credit shall remain uninvested and any other moneys held by the Trustees in the Bond Fund or the Bond Purchase Fund may only be invested in the government obligations described in (i) above or in funds comprised solely of such government obligations. All investments of moneys in any fund will be held by or under the control of the Trustees and will be deemed at all times a part of the particular fund for which they were purchased. Interest accruing thereon and any profit realized from such investments will be credited, and any loss will be charged, to the particular fund from which the investment was made.

Defaults And Remedies.

Each of the following is an "Event of Default" under the Indenture:

(a) default in the payment of any interest on any Bond when and as the same shall have become due;

(b) default in the payment of the principal of or any premium on any Bond when and as the same shall become due, whether at the stated maturity or redemption date thereof or by acceleration;

(c) default in the payment of the Purchase Price of any Bond required to be purchased hereunder when and as the same shall become due;

(d) default in the observance or performance of any other of the covenants, agreements or conditions on the part of the Issuer included in the Indenture or in the Bonds and the continuance thereof for a period of thirty (30) days after written notice to the Issuer, the Bank and the Obligor given by the Trustees;

(e) the occurrence of an Event of Default as defined in the Loan Agreement;

(f) the Trustees shall have received a written notice from the Bank of the occurrence and continuance of an Event of Default as defined in the Reimbursement Agreement;

(g) the Bank shall wrongfully dishonor any draft or other request for payment under the Letter of Credit presented in strict accordance with its terms, the Letter of Credit shall, for any reason, become unavailable to or unenforceable by the Trustees, or the Bank (i) shall generally not pay its debts as they become due, (ii) shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, (iv) shall institute any proceeding or voluntary case (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustees, custodian or other similar official for it or for any substantial part of its property, (v) shall take any action to authorize any of the actions described above in this subparagraph (g), or (vi) shall have instituted against it any proceeding (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustees, custodian or other similar

official for it or for any substantial part of its property, and, if each such proceeding is being contested by the Bank in good faith, each such proceeding shall remain undismissed or unstayed for a period of sixty (60) days, and the Obligor shall not have obtained an Alternate Letter of Credit within sixty (60) days after receipt of written notice of each such occurrence;

(h) the Obligor shall fail to deliver to the Trustees an Alternate Letter of Credit and all related opinions as required by the Loan Agreement on or prior to the Mandatory Purchase Date.

Any default described in subsection (d) above shall be waived by the Trustees at the direction of the Bank from time to time if the Issuer (or the Obligor, on behalf of the Issuer) is proceeding with all due diligence to cure such default and the Issuer is not otherwise in default under the Indenture.

Subject to the requirement that the Bank's consent to any acceleration must be obtained in the case of an Event of Default described in subsection (d) or (e) above, upon the occurrence of any Event of Default hereunder, the Trustees may and upon (i) the written request of the holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then outstanding or (ii) the occurrence of an Event of Default under subsection (f) or (h) above, the Trustees shall, by notice in writing sent to the Issuer, declare the principal of and any premium on all Bonds then outstanding (if not then due and payable) and the interest accrued thereon to be due and payable immediately, and, upon said declaration, such principal and premium, if any, and interest shall become and be immediately due and payable. Pursuant to such declaration, interest on the Bonds shall accrue to the date of such declaration; provided, however, in the event of a declaration resulting from an Event of Default under subsection (h) above, interest on the Bonds shall accrue to the earlier of (A) the fifteenth (15th) day following such declaration or (B) the stated expiration date of the Letter of Credit. Upon any declaration of acceleration hereunder, the Trustees shall immediately exercise such rights as it may have under the Loan Agreement to declare all payments thereunder to be immediately due and payable and, to the extent it has not already done so and to the extent necessary, shall immediately draw upon the Letter of Credit as provided in the Indenture.

Upon the happening and continuance of an Event of Default under the Indenture the Trustees may, but only with the prior written consent of the Bank, with or without taking action to accelerate under the Indenture, as described above, pursue any available remedy to enforce the performance of or compliance with any other obligation or requirement of the Indenture, the Loan Agreement or the Promissory Note.

Subject to the foregoing and the requirement that the Bank's consent to the exercise by the Trustees of any such available remedy must be obtained, upon the happening and continuance of an Event of Default, and if requested

to do so by the holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds then outstanding and the Trustees are indemnified as provided under the Indenture, the Trustees shall exercise such of the rights and powers conferred by the Indenture as the Trustees, being advised by counsel, shall deem most effective to enforce and protect the interest of the Bondholders and, except to the extent inconsistent with the interests of the Bondholders, the Bank.

Subject to the rights of the Bank to direct proceedings as summarized above and as further provided in the Indenture, the holders of at least a majority in aggregate principal amount of Bonds then outstanding shall have the right at any time, by an instrument or instruments in writing executed and delivered to the Trustees, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or any other proceedings thereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture, and provided that the Trustees shall be indemnified to their satisfaction.

Discharge Of Lien.

When all principal of, premium, if any, and interest on the Bonds have been paid, or after provision for such payment has been made in accordance with the Indenture, and all fees and charges of the Trustees payable through the date on which the Bonds are to be retired and all other obligations of the Issuer and the Obligor under the Loan Agreement, the Indenture and the Promissory Note have been paid and fully performed, then the Security shall be released from the lien of the Indenture and the Indenture shall be discharged. The Trustees will deliver to the Issuer and the Obligor any written instrument necessary to evidence such discharge.

Supplemental Indentures.

The Issuer and the Trustees, with the consent of the Bank but without the consent of or notice to any Bondholder, may enter into supplementary indentures not inconsistent with the Indenture:

(a) to cure any ambiguity or to correct or supplement any provision contained in the Indenture or in any supplemental indenture which may be defective or inconsistent with any provision contained in the Indenture or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under the Indenture which shall not adversely affect the interest of the Bondholders or the Bank;

(b) to grant to or confer upon the Trustees for the benefit of the Bondholders or the Bank any additional rights, remedies, powers or

authority that may lawfully be granted to or conferred upon the Bondholders or the Trustees;

(c) to grant or pledge to the Trustees for the benefit of Bondholders and the Bank any additional security other than that granted or pledged under the Indenture;

(d) to modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute then in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States;

(e) to appoint successor Trustees, separate trustees or co-trustees in the manner provided in Article VII of the Indenture;

(f) to provide for the issuance of Additional Bonds;

(g) to obtain a rating on the Bonds from a national rating service; and

(h) to make any other change which, in the judgment of the Trustees acting in reliance upon an opinion of counsel, is not to the prejudice of the Trustees or the Bondholders.

Exclusive of supplemental indentures for the purposes set forth in the preceding paragraph, the consent of the Bank and the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding and affected by such supplemental indenture is required to approve the execution by the Trustees of any supplemental indenture, except that no supplemental indenture shall permit (a) without the consent of the holders of all Bonds then outstanding (i) an extension of the maturity of the principal of, or the mandatory redemption date of, or the interest on, any Bond; (ii) a reduction in the principal amount of, or the premium or the rate of interest on, any Bond; (iii) a preference or priority of any Bond or Bonds over any other Bond or Bonds; (iv) the creation of a lien prior to the lien of this Indenture; (v) a reduction in the aggregate principal amount of the Bonds required for consent to any supplemental indenture; or (vi) a modification or change which impairs the ability of a Bondholder to tender Series 1995 Bonds for purchase pursuant to the Indenture, or (b) without the consent of the Trustees a modification or change in the duties of the Trustees. No supplemental indenture which affects the rights or obligations of the Obligor shall become effective without the consent of the Obligor.

Trustees.

American National Bank and Trust Company of Chicago is the Trustees under the Indenture. Successor Trustees may be appointed in accordance with the terms of the Indenture. The principal corporate trust office of the

Trustees is located at 33 North LaSalle Street, 13th Floor, Attention: Corporate Trust Division.

The Trustees will be protected in acting in reliance on opinions of counsel and other instruments reasonably believed to be genuine and correct. Before taking any action requested by the Bondholders or the Obligor, the Trustees may require satisfactory security or an indemnity bond from such Bondholders or the Obligor for the reimbursement of expenses and for protection against all liability, except liability which is adjudicated to have resulted from breach of the standard of care for the Trustees set forth in the Indenture.

Remarketing Agent.

NBD Bank, N.A. is the Remarketing Agent under the Indenture. A successor Remarketing Agent may be appointed in accordance with the terms of the Indenture. The designated office of the Remarketing Agent is located at 611 Woodward Avenue, Detroit, Michigan 48226, Attention: Bank Investment Division.

Tax Matters.

In the opinion of Foley & Lardner and Charity & Associates, Chicago, Illinois, as Co-Bond Counsel, based upon their examination of the documents described in their respective opinions, under existing law as presently interpreted, the interest on the Bonds (a) is excluded from gross income for federal income taxes purposes, except for interest on any Bond during any period while it is held by a "substantial user" of the Project or a "related person" as those terms are used in Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and except that the Obligor or another person, by taking action after the date of issuance of the Bonds that causes the Ten Million Dollar ($10,000,000) limitation set forth in Section 144(a)(4) of the Code or the Forty Million Dollar ($40,000,000) limit set forth in Section 144(a)(10) of the Code to be exceeded, may cause interest on the Bonds to become included in gross income retroactively to the date of issuance of the Bonds, for federal income tax purposes, and (b) is an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. In addition to the foregoing exceptions, the opinions set forth in the first sentence of this paragraph are subject to the condition that the Issuer and the Obligor comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Bonds to be included in gross

income retroactive to the date of issuance of the Bonds. The Obligor has, on behalf of itself and the Issuer, covenanted to comply with all such requirements. Co-Bond Counsel will express no opinion regarding (i) the effect on the exclusion of interest on the Bonds from gross income for federal income tax purposes of the conversion of the interest rate on the Bonds from the Variable Rate to the Fixed Rate or (ii) other federal tax consequences arising with respect to the Bonds.

Prospective purchasers of the Bonds should be aware that (i) in the case of a corporation, interest on the Bonds is subject to an environmental tax imposed by Section 59A of the Code, (ii) interest on the Bonds is included in the effectively connected earnings and profits of certain foreign corporations for purposes of calculating the branch profits tax imposed by Section 884 of the Code, (iii) interest on the Bonds may be subject to a tax on excess net passive income of certain S corporations imposed by Section 1375 of the Code, (iv) interest on the Bonds is included in the calculation of modified adjusted gross income for purposes of determining the taxability of social security or railroad retirement benefits, (v) the receipt of interest on the Bonds by life insurance companies may affect the federal tax liability of such companies, (vi) in the case of property and casualty insurance companies, the amount of certain loss deductions otherwise allowed is reduced by a specific percentage of, among other things, interest on the Bonds, and (vii) holders of the Bonds may not deduct interest on indebtedness incurred or continued to purchase or carry the Bonds and financial institutions may not deduct that portion of their interest expense allocated to interest on the Bonds.

In addition, in the opinion of Co-Bond Counsel, under existing law, the interest on the Bonds is not exempt from present State of Illinois income taxes.

Investors Should Consult With Their Tax Advisors As To The Tax Consequences Of Their Acquisition, Holding Or Disposition Of The Bonds.

Approval Of Legal Proceedings.

Legal matters incident to the authorization, issuance and sale by the Issuer of the Bonds will be passed upon by Foley & Lardner and Chanty & Associates, Chicago, Illinois, Co-Bond Counsel. Copies of the approving opinion of Co-Bond Counsel will be available at the time of the delivery of the Bonds. Certain legal matters will be passed upon for the Obligor by Hlustik, Huizenga, Williams & Vander Woode, Ltd., Chicago, Illinois, for NBD Bank, in its capacity as provider of the Initial Letter of Credit, by Foley & Lardner, Chicago, Illinois, and for NBD Bank, N.A., in its capacity as Placement Agent and Remarketing Agent, by Schiff, Hardin & Waite and

Pugh, Jones & Johnson, P.C., Chicago, Illinois, Co-Placement and Remarketing Agent's Counsel.

Miscellaneous.

The Bonds are intended to be exempt securities under the Securities Act of 1933 (the "Act") and the offer, sale and delivery of the Bonds does not require registration under the Act or qualification of the Indenture under the Trust Indenture Act of 1939. NBD Bank, N.A., as Placement Agent (the "Placement Agent"), has agreed to place the Bonds on behalf of the Obligor. The Obligor has agreed to pay the Placement Agent a placement fee in an amount equal to three-quarters of one percent (.75%) of the aggregate principal amount of the Bonds. The Obligor has agreed that, during the course of the transaction and prior to the sale of the Bonds, you may ask questions of and receive answers from its representatives concerning the terms and conditions of the offering and that you may obtain from it any additional information necessary to verify the accuracy of the information furnished, in each case to the extent it possesses such information or can acquire it without unreasonable effort or expense. Any request for information may be directed to the Placement Agent.

The foregoing and subsequent summaries or descriptions of provisions of the Bonds, the Indenture, the Loan Agreement, the Remarketing Agreement, the Reimbursement Agreement and the Letter of Credit, and all references to other materials not purporting to be quoted in full are only brief outlines of some of the provisions thereof and do not purport to summarize or describe all of the provisions thereof, and reference is made to these documents for full and complete statements of their provisions. The appendix attached hereto is a part of this Private Placement Memorandum. Copies, in reasonable quantity, of the Letter of Credit, the Indenture, the Loan Agreement the Reimbursement Agreement and the Remarketing Agreement may be obtained during the offering period upon request directed to the Placement Agent.

Appendix "A" referred to in this Private Placement Memorandum reads as follows:

Appendix "A".
(To Private Placement Memorandum)

NBD Bank.

NBD Bank, Detroit, Michigan (the "Bank") is a Michigan banking corporation organized under the laws of the State of Michigan. The Bank is engaged in a general commercial banking and trust business and offers a broad range of services to its business and individual customers.

Prior to November 30, 1995 all of the Bank's capital stock was owned by NBD Bancorp, Inc., a corporation organized under the laws of Delaware. On July 12, 1995, First Chicago Corporation and NBD Bancorp, Inc. announced that they have signed a definitive agreement providing for the merger of the two entities. The merger occured on November 30, 1995. The new name of the mergered entities will be First Chicago NBD Corporation. The Bank has become one of the principal subsidiaries of the First Chicago NBD Corporation. The Letter of Credit is an obligation of the Bank and not of First Chicago NBD Corporation.

Certain financial information and abbreviated footnotes regarding the Bank, all of which are unaudited, are set forth in this Appendix A to this Private Placement Memorandum. Such financial statements were utilized in preparing the consolidated financial statements of NBD Bancorp, Inc. for the respective years. The Bank will provide without charge to each person to whom this Private Placement Memorandum is delivered, upon the written request of any such person, a copy of the most recent NBD Bancorp, Inc. Annual Report on Form 10-K and a copy of the most recent Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission for NBD Bancorp, Inc.. Written requests should be delivered to NBD Bank, 611 Woodward Avenue, Detroit, Michigan 48226, Attention: Comptroller.

Prior to January 1, 1995, the Bank's name was NBD Bank, N.A. and it was a national banking association subject to supervision and regulation by the Office of the Comptroller of the Currency. Effective January 1, 1995, the Bank changed its name to NBD Bank and became a start-chartered bank subject to regular examination and supervision by the Financial Institutions Bureau of the State of Michigan. The Bank continues to be a member of the Federal Reserve System and subject to regular examination and supervision by the Federal Reserve Board.

In connection with the purchase of the Bonds, the Bank is acting as issuer of the Letter of Credit. The Bank makes no representation or warranty regarding the Bonds, or the terms thereof or the obligations of the parties thereto, or federal income or other tax matters.

AUTHORIZATION FOR EXTENSION OF COMMUNITY DEVELOPMENT FLOAT LOAN TO CHINESE AMERICAN DEVELOPMENT CORPORATION.

The Committee on Finance submitted the following report:

CHICAGO, December 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 grant a six month extension of the C.D. Float Loan to the Chinese American Development Corporation, in the amount $5,048,000, 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 with Alderman Buchanan dissenting.

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, Huels, Frias, Olivo, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- Alderman Buchanan -- 1.

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

Alderman Burke was excused from voting under the provisions Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council of the City ("City Council") enacted an ordinance on December 23, 1985, published in the Journal of the Proceedings of the City Council of such date at pages 25403 -- 25405, pursuant to which the City, through its Department of Economic Development ("D.E.D."), was authorized to negotiate a loan in the aggregate principal amount of Seven Million Two Hundred Ninety-eight Thousand Dollars ($7,298,000) (the "C.D. Float Loan") to be made from the City's allocation of Community Development Block Grant funds for the following purposes: (a) to the Chinese American Development Corporation, an Illinois corporation ("C.A.D.C."), for the purpose of providing interim financing to C.A.D.C. to fund development of property in the Chinatown area of Chicago (the "Project Area") involving (i) an initial phase ("Phase 1A.1") consisting of the construction of fifty-six (56) retail and office units together with an oriental-theme open-air mall and plaza area, and (ii) subsequent phases to include the construction of approximately two hundred eighty (280) townhouses and condominiums, a one hundred thousand (100,000) square foot Asian trade center and a two hundred (200) room hotel, together with surface parking, roads, utilities and landscaping; and (b) to the Chinese American Development Foundation, an Illinois not-for-profit corporation ("C.A.D.F."), for the development of a community center and approximately one hundred fifty (150) units of housing for the elderly (such phases being collectively referred to herein as the "Project"); and

WHEREAS, The City Council enacted ordinances on February 26, 1986, published in the Journal of the Proceedings of the City Council of such date at pages 28054 -- 28056, pursuant to which the City was authorized to apply for two (2) grants, each in the amount of One Million Dollars ($1,000,000), to be made to the City by the Illinois Development Finance Authority for funding of the Project, and pursuant thereto the City made the following loans:

(a) to C.A.D.C. in the principal amount of One Million Dollars ($1,000,000) (the "C.A.D.C. I.D.A.G. Loan") for the partial financing of C.A.D.C.'s acquisition of certain land in the Project Area (the "C.A.D.C. Property") upon which certain commercial and residential facilities were and are to be constructed; and

(b) to C.A.D.F. in the principal amount of One Million Dollars ($1,000,000) (the "C.A.D.F. I.D.A.G. Loan", referred to herein collectively with the C.A.D.F. I.D.A.G. Loan as the "I.D.A.G. Loans", and the I.D.A.G. Loans referred to herein collectively with the C.D. Float Loan as the "Loans"), for the partial financing of C.A.D.F.'s acquisition of certain land in the Project Area (the "C.A.D.F. Property") upon which a community center and residential rental units for elderly persons will be constructed as part of a subsequent phase of the Project; and

WHEREAS, The City Council enacted an ordinance on May 30, 1986, published in the Journal of the Proceedings of the City Council of such date at pages 30132 -- 30184, pursuant to which the City authorized the execution by the Department of Planning on behalf of the City of that certain Redevelopment/Loan Agreement -- Chinatown Basin Project among the City, C.A.D.C. and C.A.D.F. and such other documents as were necessary to effectuate the Project and evidence the Loans; and

WHEREAS, The City Council enacted ordinances on April 25, 1990 and February 6, 1991, respectively, published in the Journal of the Proceedings of the City Council of such dates at pages 14524 -- 14594 and 29306 -- 29387, respectively, pursuant to which the City authorized the execution by D.E.D. on behalf of the City of an Amended and Restated Redevelopment/Loan Agreement (the "Redevelopment Agreement") among the City, C.A.D.C. and C.A.D.F. and such other documents as were necessary to effectuate the Project and evidence the Loans; and

WHEREAS, Pursuant to the above-mentioned ordinances, the City, C.A.D.C. and C.A.D.F. entered into the Redevelopment Agreement and other documents related thereto including the following mortgages:

(a) a first mortgage on certain property in the Project Area (the "C.D. Float Property") made by C.A.D.C. in favor of the City as of February 26, 1991 and recorded on March 8, 1991 as Document No. 91106286 in the office of the Recorder of Deeds, Cook County, Illinois (the "Recorder"), securing the C.D. Float Loan (the "C.D. Float Mortgage"); and

(b) a second mortgage of the C.A.D.C. Property made by C.A.D.C. in favor of the City as of February 26, 1991 and recorded on March 8, 1991 as Document No. 91106288 in the office of the Recorder, securing the C.A.D.C. I.D.A.G. Loan (the "C.A.D.C. I.D.A.G Mortgage); and

(c) a second mortgage of the C.A.D.F. Property made by C.A.D.F. in favor of the City as of February 26, 1991 and recorded on March 8, 1991 as Document No. 91106290 in the office of the Recorder, securing the C.A.D.F. I.D.A.G. Loan (the "C.A.D.F. I.D.A.G. Mortgage", referred to herein collectively with the C.A.D.C. I.D.A.G. Mortgage as the "I.D.A.G. Mortgages", and the I.D.A.G. Mortgages referred to herein collectively with the C.D. Float Mortgage as the "City Mortgages"); and

WHEREAS, The C.D. Float Loan was evidenced by a Five Million Forty-eight Thousand Dollar ($5,048,000) note with an initial maturity date of February 28, 1994 (the "C.D. Float Note") and a Two Million Two Hundred Fifty Thousand Dollar ($2,250,000) note (the "2.25 Million C.D. Float Note") from C.A.D.C. to the City; and

WHEREAS, The City Council enacted an ordinance on December 11, 1991, published in the Journal of the Proceedings of the City Council of such date at pages 10936 -- 10974, pursuant to which the rights, powers, duties, obligations and responsibilities of D.E.D. were assumed by the City's Department of Planning and Development ("D.P.D."); and

WHEREAS, C.A.D.C. and C.A.D.F. (a) have paid in full the $2.25 Million C.D. Float Note as of August 13, 1992, (b) have completed Phase 1A.1 of the Project, (c) have substantially completed construction of the next phase of the Project which consists of the construction of thirteen (13) townhouses and eight (8) condominium units in the Project Area and (d) are preparing to proceed with subsequent phases of the Project; and

WHEREAS, The City Council enacted an ordinance on September 15, 1993, published in the Journal of the Proceedings of the City Council of such date at pages 37376 -- 37380, pursuant to which the City authorized (a) the subordination of the first mortgage lien of the C.D. Float Loan with respect to certain parcels of the C.D. Float Property (the "Parcels"), and acceptance of a second mortgage lien with respect thereto in favor of the first lien of certain construction lenders (with the City retaining its first mortgage lien with respect to the remainder of the C.D. Float Property) and (b) the release of the City's second mortgage lien on each Parcel upon the sale of such Parcel to a homeowner; and

WHEREAS, C.A.D.C. and C.A.D.F. expected to receive proceeds of certain financing (the "I.H.D.A. Financing") from the Illinois Housing Development Authority ("I.H.D.A.") on or before August 28, 1994, which proceeds were expected to be used to retire the C.D. Float Note; and

WHEREAS, C.A.D.C. requested a six-month extension of the maturity date of the C.D. Float Note to August 28, 1994, and the City Council enacted an ordinance on January 12, 1994, published in the Journal of the Proceedings of the City Council of such date at pages 44377 -- 44381, pursuant to which the City authorized such first extension; and

WHEREAS, Proceeds of the I.H.D.A. Financing were not received by August 28, 1994, and C.A.D.C. requested a second extension of the maturity date of the C.D. Float Note to December 20, 1994, and the City Council enacted an ordinance on August 3, 1994, published in the Journal of the Proceedings of the City Council of such date at pages 53968 -- 53972, pursuant to which the City authorized such second extension; and

WHEREAS, C.A.D.C. and C.A.D.F. expected to receive proceeds of certain interim financing (the "I.H.D.A. Bridge Loan") from I.H.D.A. by December 20, 1994, which proceeds were expected to be in the amount of the total outstanding principal amount of the C.D. Float Note plus all unpaid and accrued interest thereon, to be used to retire the C.D. Float Note; and

WHEREAS, The I.H.D.A. Bridge Loan was not received by C.A.D.C. and C.A.D.F. by December 20, 1994 but was expected to be received shortly thereafter, in an amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000), which proceeds were to be used to pay all interest unpaid and accrued on the C.D. Float, and only a portion of the principal amount due thereon, with the remainder of the C.D. Float Note to remain due and payable; and

WHEREAS, C.A.D.C. requested a third extension of the maturity date of the C.D. Float to December 20, 1995 (the "Third Extension") in order to secure the additional financing needed to retire the C.D.Float Note, and the City Council enacted an ordinance on December 21, 1994, published in the Journal of the Proceedings of the City Council of such date at pages 63519 and 63521 -- 63528, pursuant to which the City authorized such Third Extension; and

WHEREAS, C.A.D.C. has requested a fourth extension of the maturity date of the C.D. Float Note to June 20, 1996 as described in Exhibit A (the "Fourth Extension") in order to find an acceptable joint venture partner or reach some other suitable arrangement in order to complete the Project; and

WHEREAS, In connection with the completion of the Project, the City may be requested by C.A.D.C. or C.A.D.F. to consent from time to time to the disposition ("Dispositions") of portions of the Project Area on the basis of negotiated release prices, enter into development agreements ("Future Agreements") with any parties obtaining such portions of the Project Area pursuant to any such Dispositions, and execute releases of City Mortgages in connection therewith; and

WHEREAS, C.A.D.C. and C.A.D.F. have requested that the City execute extension agreements and such other instruments or documents as may be required in connection with the above; and

WHEREAS, D.P.D. has preliminarily reviewed and approved the above-described requests of C.A.D.C. and C.A.D.F.; 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 by the Corporation Counsel, to enter into and execute such agreements and instruments and to take any and all action necessary or advisable to implement the Fourth Extension, to amend the documents relating to the Loans, if necessary or appropriate, in connection therewith, to execute documents in connection with any Dispositions, including consents, Future Agreements and releases of City Mortgages, on terms, at prices and subject to moneys paid being applied to the Loans as are acceptable to the Commissioner, and to perform any and all acts as shall be necessary or advisable in connection therewith. The Commissioner is hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the foregoing in substantial conformity with the terms described in Exhibit A hereto.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Fourth Extension Of C.D. Float Loan.

Borrower:	Chinese American Development Corporation, an Illinois corporation; Chinese American Development Foundation, an Illinois not-for-profit corporation; and Certain land trusts as the record owners of the C.D. Float Property, the C.A.D.C. Property and the C.A.D.F. Property.

A. Current Terms Of The C.D. Float Note, As Extended Pursuant To The Third Extension As Of January 17, 1995:

Principal amount:	$5,048,000
Interest rate:	4% per annum.
Maturity date for payment of accrued interest and principal:	Upon the earlier of demand or December 20, 1995.
Outstanding balance (principal and interest) as of December 20, 1995:	Approximately $5,716,825
Security:	(i) Junior mortgage on the Parcels, subject to the possible release by the City of all or a portion of its lien from time to time; (ii) senior mortgage on the remainder of the C.D. Float Property; and (iii) direct pay letters of credit in the aggregate amount of $5,198,000, all of which expire January 20, 1996.

B. Proposed Terms Of The Fourth Extension Of The C.D. Float Note:

Maturity date for payment of accrued interest:	Upon the earlier of demand or June 20, 1996.
Maturity date for payment of principal and interest accrued and unpaid prior to and since December 21, 1995:	Upon the earlier of demand or June 20, 1996.
Security:	As set forth above, except that the direct pay letters of credit may be reduced from $5,198,000 to an aggregate amount equal to not less than $5,048,000 in the discretion of the Commissioner. Such letters of credit will secure the C.D. Float Note and will have their expiration dates extended to January 20, 1997.

Amendments to documents relating to the Loans and additional documents: As required to effectuate the Fourth Extension on terms acceptable to the City.

AUTHORIZATION FOR LEVY OF TAXES FOR SPECIAL SERVICE AREA NUMBER 1.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 1, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1 et seq., as amended from time to time; and

WHEREAS, On July 7, 1977, as amended by an ordinance enacted on November 17, 1993, as further amended by an ordinance enacted on December 21, 1994, the City Council of the City of Chicago enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 1 (the "Area") and authorized the levy of an annual tax on all taxable property within the Area for the payment of the cost of special services ("Special Services") in and for said Area, provided that such special annual tax shall be limited in amount so that the total of such annual tax will not exceed the lesser of one-fourth of one percent ($\frac{1}{4}$ of 1%) of the equalized assessed valuation (E.A.V.) of taxable property within the Area or an amount equal to forty percent (40%) of the sum budgeted for expenditures for the current calendar year after deducting miscellaneous income; and

WHEREAS, The Establishment Ordinance established the Area as that territory including those properties fronting on State Street between Wacker Drive and Congress Parkway; and

WHEREAS, The Establishment Ordinance provided for the appointment of a commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services in and for the Area and further to advise the Mayor and the City Council regarding the amount of the services tax to be levied; and

WHEREAS, The budget for the Area for fiscal year 1996 is estimated to be One Million Three Hundred Fifty-seven Thousand Dollars ($1,357,000); and

WHEREAS, The Commission advises the Mayor and the City Council concerning the annual tax to be levied in Special Service Area Number 1 for the 1995 tax year that a tax of Four Hundred Ninety-five Thousand Dollars ($495,000) be imposed to provide said Special Services; and

WHEREAS, It is in the best interests of the City of Chicago to accept the advise of the Commission and levy said tax for the 1995 tax year for Special Services in the Area; now, therefore,

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

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum of Four Hundred Ninety-five Thousand Dollars ($495,000) for the purposes of providing the Special Services in and for the Area, the source of funding for such amount to be the tax levy described in Section 3 below.

SECTION 3. Levy of Taxes. Pursuant to, and consistent with the Commissioner's advice as to the amount of taxes to be levied against all taxable property in the Area for the 1995 tax year, the City Council of the City of Chicago hereby approves and levies such tax in the amount of Four Hundred Ninety-five Thousand Dollars ($495,000) for the tax year 1995 for the Area.

SECTION 4. Filing; Amount. The City Clerk is hereby authorized and directed to file a certified copy of this ordinance with the Clerk of the County of Cook (the "County Clerk") pursuant to 35 ILCS 200/27-5, et seq., on or prior to December 26, 1995, noting that Fund 326 is the budget for the Area for 1996, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special annual tax herein provided for, such special annual tax to be extended for collection by the County Clerk for the tax year 1995 against all taxable property within the Area, the amount of such special annual taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area and that notwithstanding the tax in the amount of Four Hundred Ninety-five Thousand Dollars ($495,000) specified herein, such special tax shall not exceed the lesser of one-fourth of one percent (.25%) of the equalized assessed valuation of all taxable property within such Area or an amount equal to forty percent (40%) of the total amount appropriated and budgeted by the City in the 1996 Budget Ordinance for expenditures for the fiscal year commencing January 1, 1996, after deducting miscellaneous income.

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

SECTION 6. Conflict. This ordinance shall control over any provisions of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect upon its passage and approval.

AUTHORIZATION FOR 1995 TAX LEVY AND 1996 BUDGET FOR SPECIAL SERVICE AREA NUMBER 2.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a 1995 tax for Special Service Area Number 2 and 1996 budget appropriations for the Belmont-Central Parking Commission, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On June 30, 1982, as amended by an ordinance enacted on March 25, 1983, as further amended by an ordinance enacted on September 18, 1984, as further amended by an ordinance enacted on June 14, 1995, the City Council of the City of Chicago enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 2 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and one-half percent (1.5%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by Henderson Street on the north, George Street on the south and fronting on Central Avenue on both east and west sides; and Long Avenue on the east, Austin Avenue on the west, and fronting on Belmont Avenue on both north and south sides; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included the maintenance, operation, and upkeep of an automobile parking facility and such other services as will tend to promote, assist or preserve the businesses located within, and foster commercial and economic development of, the Area; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Belmont-Central Parking Commission (the "Commission"); and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council a line item budget to be included in the agreement between the City and the entity providing the Special Services; and

WHEREAS, On June 14, 1995, the City Council authorized the Commissioner of the Department of Planning and Development to execute and deliver an agreement ("Service Provider Agreement") with Belmont-Central Parking Commission, Inc., an Illinois not-for-profit corporation for the provision of the Special Services; and

WHEREAS, Such Service Provider Agreement contained a term of three years an contemplated that it would be amended in the second and third year of the Service Provider Agreement to contain a revised budget and scope of services for those years and revised insurance requirements, if any; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for the budget for the fiscal year commencing January 1, 1996, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 1995 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now,therefore,

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

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Belmont-Central Parking Commission.

For the fiscal year beginning January 1, 1996 and ending December 31, 1996.

	Expenditures
Service Provider Agreement for the provision of Special Services	$164,574
TOTAL BUDGET REQUEST:	$164,574
Source Of Funding	
Tax levy at a rate not to exceed one and one-half percent (1.5%) of the assessed value, as equalized, of taxable property within Special Service Area No. 2	$164,574

SECTION 3. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of One Hundred Sixty-four Thousand Five Hundred Seventy-four Dollars ($164,574) as the amount of the Services Tax for the tax year 1995.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 26, 1995, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1995 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Enforceability. If any section, paragraph or provision of this ordinance shall be help to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (100) copies

thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect upon its passage and approval.

AUTHORIZATION FOR TAX LEVY AND MANAGEMENT AGREEMENT FOR SPECIAL SERVICE AREA NUMBER 3.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 3 and execution of a management agreement with the Greater Southwest Development Corporation, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On October 31, 1983, as amended by an ordinance enacted on May 30, 1984, as further amended by an ordinance enacted on July 13, 1988, the City Council of the City of Chicago enacted an ordinance (the "Establishment Ordinance"), which established an area known and designated as City of Chicago Special Service Area Number 3 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and twenty-five one-hundredths of one percent (1.25%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on 63rd Street, from Bell Avenue to Central Park Avenue; on Kedzie Avenue, from 62nd Street to 64th Street, and on Western Avenue, from 61st to 64th Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Southwest Business Area Growth Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly

budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area; and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1996, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1995 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1996, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

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

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Southwest Business Area Growth Commission
Special Service Area Budget.

For the fiscal year beginning January 1, 1996 and ending December 31, 1996.

	Expenditures
Service Provider Agreement for the provision of Special Services	$394,939
TOTAL BUDGET REQUEST:	$394,939

Source Of Funding

Tax levy at a rate not to exceed one and twenty-five one-hundredths of one percent (1.25%) of the assessed value, as equalized, of taxable property within Special Service Area Number 3	$394,939

SECTION 3. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of Three Hundred Ninety-four Thousand Nine Hundred Thirty-nine Dollars ($394,939) as the amount of the Services Tax for the tax year 1995.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance on or prior to December 26, 1995, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1995 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Greater Southwest Development Corporation, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 7. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 8. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 9. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 10. Effective Date. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Agreement For Special Service Area Number 3

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Greater Southwest Development Corporation,

Effective January 1, 1996 Through December 31, 1996.

This Agreement for the management of Special Service Area Number 3 is entered into by and between the Greater Southwest Development

Corporation, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 3" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed one and twenty-five one-hundredths of one percent (1.25%) of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

Whereas, The City Council on _____, 1995 authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 1996 for the provision of the Special Services in the Area; and

Whereas, The Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this special service area agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the commissioner of the Department of Planning and Development or her duly authorized representative.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means the ordinance enacted by City Council on October 31, 1983 and amended by ordinances enacted on May 30, 1984 and July 13, 1988, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission" ("S.S.A.C.") means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C. may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02. The Contractor Shall Not Engage In Construction Or Any Activity Constituting A Public Improvement Under Illinois Law.

3.02 Standard Of Performance.

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City and to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with its professional obligations assumed by it in entering into

this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (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 affect his status

as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq., 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. §§ 6101 -- 6106; Rehabilitation Act of 1973, 29 U.S.C. §§ 793 -- 794; Americans With Disabilities Act of 1990, 42 U.S.C. § 12101, et seq. and 41 C.F.R. Part 60, et seq..

B. State Requirements.

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity Clause, Illinois Administration Code Title 5 § 750 Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

Contractor shall comply with the Chicago Human Rights Ordinance, § 2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor subcontracts, such Subcontractor shall comply with the insurance provisions required herein for the Contractor.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this

Agreement and/or the performance hereof by the Contractor, its officials, agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited by the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore or upon termination or completion of the Services hereunder.

The Contractor and any Subcontractors shall furnish the S.S.A.C. with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any

business operations separate and apart from the Services hereunder using, for example, personnel equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the S.S.A.C. consents 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.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1996 ("Effective Date") and shall continue through December 31, 1996 or until the Agreement is terminated in accordance with its terms. The City may extend this Agreement in accordance with Section 8.03 for one (1) six (6) month period under the same terms and conditions except for a revised budget and scope of services. However, the extension shall expire whenever a new Agreement between the City and the Contractor takes effect.

Article 5.

Compensation.

5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement is Three Hundred Ninety-four Thousand Nine Hundred Thirty-nine Dollars ($394,939) or the total amount of Service Tax Funds actually collected for tax year 1995, whichever is less.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. shall prepare a Budget, attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each of the Services described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make Budget revisions which do not affect the Maximum Compensation as set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of Contractor's Services is terminated.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to audit the account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C.. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or termination of this agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services. However, if the City and the Contractor enter into a

subsequent agreement for Special Services, the funds may remain in the Account to be used pursuant to the subsequent agreement.

5.04 Criteria For Payment.

The S.S.A.C. in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in Fund Number 328-99-2005-0161-0161 and are subject to the availability of funds therein.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, Contractor warrants and represents:

A. that it is financially solvent; that it and each of its employees, agents and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. that it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of their Services; and

C. that it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department 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 City; and

D. that it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code

of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. that it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

F. that it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practice for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with the MacBride Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and

G. that except only for those representation, statements, or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

H. that the Contractor 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 for default.

6.02 Contractor's Affidavit.

The Contractor shall provide the City with a Contractor's Affidavit, a completed copy of which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other units of government and no other officer, employee, S.S.A.C. member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor 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 financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Nonliability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

1. failure to commence or ensure timely completion of the Services due to a reason or circumstances within the Contractor's reasonable control;

2. failure to perform the Services in a manner satisfactory to the City;

3. failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

4. discontinuance of the Services for reasons within the Contractor's reasonable control;

5. failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

6. any other acts specifically and expressly stated in this Agreement as constituting an event of default.

7.02 Remedies.

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to

declare Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision shall be final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion to the City.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Termination For Convenience.

In addition to termination for default, the S.S.A.C. may terminate this Agreement or any portion of the Services to be performed under it at any time by a written notice to the Contractor when the Agreement may be deemed to be no longer in the best interests of the Area. If the S.S.A.C. elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the S.S.A.C.'s election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be a termination for convenience.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 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.

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this section.

8.04 Compliance With All Laws.

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of the Agreement. Provisions required by laws, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

The Contractor warrants that all services provided under this Agreement shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C. §§793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

8.06 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with

reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability.

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inopertive, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation.

All headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:	Special Services Area Commission No. 3 Chicago Southwest Business Growth Area Commission 2601 West 63rd Street Chicago, Illinois 60629 Attention: Harry Meyer, Program Manager
	Department of Planning and Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies To:	Department of Law City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If To The Contractor:	Greater Southwest Development Corporation 2601 West 63rd Street Chicago, Illinois 60629 Attention: Harry Meyer, Program Manager

Changes in the above referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

Article 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to City Council ordinance enacted on _____, 1995 by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended By:

_____
S.S.A.C. Chairperson

City of Chicago

By: _____

Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Contractor

By: _____

Its: _____

Attested By: _____

Its: _____

Subscribed and sworn to before me
this ____ day of _____, 19__.

_____
Notary Public

My commission expires _____.

(Sub)Exhibits 1, 2, 3 and 4 referred to in this Service Provider Agreement read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement)

Scope Of Services.

Program For 1996.

Special Service Area Number 3 was formed to provide special services to the business area primarily along West 63rd Street in the Chicago neighborhood of Chicago Lawn. The services include, but are not limited to: commercial revitalization (including recruitment of new businesses to the area, building rehabilitation and demolition/new construction), business area clean-up program, coordinated promotional and advertising activities for the area and technical assistance activities to promote commercial and economic development. The specific activities to be undertaken during 1996 are generally two (2) types of services; those which directly benefit S.S.A. businesses and those which have indirect benefits. Indirect services include the administration expenses and costs of maintaining an office. Direct services include the categories of Security, Development, Appearance/Maintenance and Promotions.

1996 Direct Services Programming.

Security Services: The Security Rebate Program has been the way S.S.A. No. 3 has chosen to respond to concerns about business area security. A total of Two Thousand Five Hundred Dollars ($2,500) has been allocated to provide rebates for businesses that purchase electronic security systems, upgrade their existing systems or add additional lighting fixtures. Businesses can receive up to fifty percent (50%) of the cost of accepted security improvements up to a maximum rebate of Two Hundred Fifty Dollars ($250). Applicants submit invoices for the equipment purchased, the committee reviews the applications and they are approved at the monthly S.S.A.C. meeting.

Development Services: There are three (3) projects that will continue to need support into the 1996 year of operations: Lawn Terrace Apartments and Medical/Retail Center at 63rd Street and Kedzie Avenue; HIWAY Theater site redevelopment into a single or multiple retail facility; and Storefront Conversion into Accessible Housing. In 1996 we will also initiate an expanded emphasis on marketing and processing the City's Facade Rebate Program to maximize the impact of the development projects.

Construction of the 63rd and Kedzie project will begin in March of 1996 and should be completed by the following March. We anticipate the HIWAY Theater site to be developed as soon as suitable tenant(s) have been determined. We are doing everything possible to initiate construction of the Accessible Housing project and will do so when project financing is secured.

Appearance/Maintenance Services: This program includes a crew of three (3) individuals that clean sidewalks and gutters throughout the S.S.A. five (5) days each week. Equipment used is most often brooms and shovels; at times power vacuums, mowers and weed wackers are used.

In the winter the men do their usual job unless there is an accumulation of snow or ice. On those days they clear paths at bus stops for shoppers who rely on public transportation.

In 1996 we will investigate purchase of additional power vacuums to enable the crew to be more time efficient. We are also considering subcontracting with a landscape service to help better maintain the many trees along 63rd Street.

We will continue to remove graffiti as quickly as possible utilizing the Mayor's Graffiti Blaster program whenever possible and also utilizing local companies when response time is exceptionally long.

We also intend to purchase additional pole-mounted garbage containers as we replace the containers obtained through streetscape improvements. We have approximately ten (10) pole-mounted baskets now which are "adopted" by interested businesses that agree to help us remove the trash.

Seasonal and special event banners are also part of this category. Banners are changed approximately 3 -- 5 times per year and special decorations may be installed during the year end holidays. We anticipate potentially purchasing an additional set of banners during 1996.

Advertising/Promotion Services. The businesses in S.S.A. No. 3 are advertised and promoted as one shopping area through a series of coordinated ad programs and promotional activities. Promotions scheduled for 1996 include: Annual Holiday Parade, Holiday Poster Contest, June and August Sidewalk Sales and a Spring Promotion which has yet to be determined.

(Sub)Exhibit 2.
(To Service Provider Agreement)

Department Of Planning And Development
Proposed Special Service Area Budget.

Special Service Area Name and Number: S.S.A. No. 3 -- Chicago Southwest Business Growth Area Commission

Chairman, Special Service Area: Allen Shemetulskis Telephone: (Omitted for printing purposes)

Sole Service Provider: Greater Southwest Development Corporation

Program Manager: Harry Meyer Telephone: (Omitted for printing purposes)

Budget Period: From: January 1, 1996 To: December 31, 1996

Item	Budget Year 1996
Accounting	
Administrative Services	$127,789
Advertising/Promotion	55,000
Auditing	2,700
Cleaning of Area	
Consultant Services	
Development Programs	85,000
Equipment	
Equipment Maintenance	
Employees' Benefits	

Item	Budget Year 1996
Insurance	$8,000
Interest Expenses	
Legal Fees	5,000
License Fees	
Maintenance	
Management Fees	
Office Equipment	2,500
Office Expenses	
Office Rent	
Postage	1,000
Printing/Publications	5,000
Professional Services	
Salaries	
Security Services	2,500
Snow Plowing	
Street Maintenance/ Beautification	75,000
Subscriptions/Dues	300
Supplies	1,400
Telephone	
Training and Workshops	1,700
Transportation	650

Item	Budget Year 1996
Travel	
Utilities	
Other:	
Building Maintenance and Improvements	$ 5,100
Miscellaneous	1,300
Contingency Fund (5% of budget)	15,000
TOTAL:	$394,939

(Sub)Exhibit 3.
(To Service Provider Contract)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: Greater Southwest Development Corporation

Bidder/Proposer Address: 2601 West 63rd Street

Chicago, Illinois 60629

Federal Employer I.D. Number: 36-285-8304

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 to 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 of the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned Colette Wagner (Name), as President (Title)

and on behalf of Greater Southwest Development Corporation (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 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)

- ☐ Corporation
- ☐ Sole Proprietor
- ☐ Partnership
- ☒ Not-for-Profit Corporation
- ☐ Joint Venture
- ☐ Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of NA

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)
NA			

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
NA		%
		%
		%
		%

e. Is the corporation owned partially or completely by one or more other corporations? Yes ☐ No ☐

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
NA		%
		%
		%
		%

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
NA	%
	%
	%
	%

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: NA

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)

NA

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:

NA

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.

NA

Section 5.

Not-For-Profit Corporations.

a. Incorporated in the State of Illinois

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)
(See Attached List)			

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? __11__

3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: __x__

If "Yes", list such bidder/proposer business addresses:

NA

(Attach Additional Sheets if Necessary)

4) How many of bidder/proposer's current employees work at City of Chicago locations? _____

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 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. 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, an authorized signatory must initial on the line next to the appropriate subsection.

1. C.W. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

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 (3) 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 in behalf of the corporation as provided in Paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section 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 contracts, 720 ILCS 5/33E-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 as set forth on page 1 of this Contractor'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) Colette Wagner
Signature of Authorized Officer

Colette Wagner
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 7th day of November, 19 95, by Colette Wagner (Name) as President (Title) of Greater Southwest Development Corporation (Contractor).

(Signed) Betty Ann Gutierrez
Notary Public Signature

[Official Seal]
Betty Ann Gutierrez
Notary Public, State of Illinois
My commission expires April 16, 1997.

List of Greater Southwest Development Corporation Officers and Directors referred to in this Contractor's Affidavit reads as follows:

Greater Southwest Development Corporation.

Officers.

President	Ms. Colette Wagner Crosfield Catalysts, 4001 West 71st Street, Chicago, Illinois 60629 (Telephone/facsimile numbers omitted for printing purposes)
Secretary	Mr. Ronald Phares Southwest Federal Savings, 3525 West 63rd Street, Chicago, Illinois 60629 (Telephone/facsimile numbers omitted for printing purposes)
Treasurer	Ms. Kathleen Gruszczyk First Chicago Bank, One First National Plaza, Suite 335, Chicago, Illinois 60670 (Telephone/facsimile numbers omitted for printing purposes)
Assistant Treasurer	Ms. Joaquin Varela Chicago Lawn Chamber, 3917 West 63rd Street, Chicago, Illinois 60629 (Telephone/facsimile numbers omitted for printing purposes)
Immediate Past President	Mr. Frank Mainczyk Marquette National Bank, 6316 South Western Avenue, Chicago, Illinois 60636 (Telephone/facsimile numbers omitted for printing purposes)

Directors.

Mr. Ronald Baio	West Lawn Chamber, 6526 South Pulaski Road, Chicago, Illinois 60629 (Telephone/facsimile numbers omitted for printing purposes)
Mr. Jon A. Borman	Nabisco Company, 7300 South Kedzie Avenue, Chicago, Illinois 60639 (Telephone/facsimile numbers omitted for printing purposes)
Mr. Mark Clement	Holy Cross Hospital, 2701 West 68th Street, Chicago, Illinois 60629 (Telephone/facsimile numbers omitted for printing purposes)
Mr. Kas Dailide	LaSalle Home Mortgage Corp., 4242 North Harlem Avenue, Suite 55021, Norridge, Illinois 60634-1283 (Telephone/facsimile numbers omitted for printing purposes)
Mr. Daryl Handy	Ameritech, 225 West Randolph Street, HQ14E, Chicago, Illinois 60606 (Telephone/facsimile numbers omitted for printing purposes)
Mr. Oliver Hassell	Commonwealth Edison, 7601 South Lawndale Avenue, Chicago, Illinois 60652 (Telephone/facsimile numbers omitted for printing purposes)
Mr. Charles Janek	Peoples Gas, Light and Coke Co., 846 West 63rd Street, Chicago, Illinois 60621 (Telephone/facsimile numbers omitted for printing purposes)
Ms. Helen Johnson	Anderson Community Academy, 6315 South Claremont Avenue, Chicago, Illinois 60629 (Telephone/facsimile numbers omitted for printing purposes)
Dr. Ted Martinez	Richard J. Daley College, 7500 South Pulaski Road, Chicago, Illinois 60652 (Telephone/facsimile numbers omitted for printing purposes)

Mr. James Segredo	Saint Rita High School, 7740 South Western Avenue, Chicago, Illinois , 60620 (Telephone/facsimile numbers omitted for printing purposes)
Mr. Allen Shemetulskis	Dad's Clothes Care Center, 2617 West 63rd Street, Chicago, Illinois 60629 (Telephone/facsimile numbers omitted for printing purposes)
Mr. John Spencer	Sears, Roebuck and Company, 6145 South Western Avenue, Chicago, Illinois 60632 (Telephone/facsimile numbers omitted for printing purposes)

(Sub)Exhibit 4.
(To Service Provider Agreement)

Contractor Insurance Provisions.

The Contractor shall procure and maintain at all times, at Contractor's own expense, until final completion of the Services covered by this Agreement, and, during the time period following final completion if Contractor is required to return and perform additional Services 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 Contractor or Subcontractors.

A. 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. Coverage extensions shall include other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

(2) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

(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 Contractor 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.

(4) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Hundred Thousand Dollars ($500,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(5) Blanket Crime Insurance.

The Contractor shall provide Blanket Crime Insurance coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery and other related crime risks. The policy limit shall be written to cover losses in the amount of maximum monies collected, received and on premises at any given time.

The Contractor will furnish the City of Chicago, Department of Planning and Development Neighborhood Services Division, 20 North Clark Street, Room 2800, Chicago, Illinois 60602, 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 Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain such evidence from the Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve Contractor of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this Agreement and the City retains the right to stop work 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 Contractor shall require all Subcontractors to carry the insurance required herein, or Contractor 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 Contractor.

The Contractor agrees and shall cause each of its Subcontractors to agree that each insurer shall waive its rights of subrogation against the City, its employees, elected officials, agents, or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Contractor 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 Contractor under this 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 Contractor or its Subcontractors desires additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor and its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Division maintains the right to modify, delete, alter or change these requirements.

AUTHORIZATION FOR TAX LEVY AND MANAGEMENT AGREEMENT FOR SPECIAL SERVICE AREA NUMBER 5.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 5 and the execution of a management agreement with the Southeast Chicago Development Commission, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Act Tax Law, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On October 31, 1983, as amended by an ordinance enacted on May 30, 1984, as further amended by an ordinance enacted on November 5, 1993, the City Council of the City of Chicago enacted an ordinance (the "Establishment Ordinance"), which established an area known and designated as City of Chicago Special Service Area Number 5 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on South Commercial Avenue, from East 87th Street and South South Chicago Avenue; on East 91st Street, from South Exchange Avenue to South Houston Avenue; and on East 92nd Street, from South Exchange Avenue to South Houston Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included snow removal and sidewalk sweeping, recruitment of new businesses to the Area, loan packaging services, real estate maintenance and rehabilitation activities, coordination of promotional and advertising activities for the Area, planning and development activities to promote commercial and economic revitalization efforts, management of private security and anti-gang initiatives, establishment of beautification efforts within the Area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Commercial Avenue Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area; and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1996, has advised the Mayor and the City Council concerning the Service Tax for the tax year 1995 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal years commencing January 1, 1996, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

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

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Commercial Avenue Commission
Special Service Area Budget.

For the fiscal year beginning January 1, 1996 and ending December 31, 1998.

	Expenditures
Service Provider Agreement for the provision of Special Services	$385,799
TOTAL BUDGET REQUEST:	$385,799

Source Of Funding

Tax levy at a rate not to exceed three percent (3%) of the assessed value, as equalized, of taxable property within Special Service Area Number 5	$242,000
Reserve funds from previous years	$143,799

SECTION 3. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of Two Hundred Forty-two Thousand Dollars ($242,000) as the amount of the Services Tax for the tax year 1995.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance on or prior to December 26, 1995, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1995 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into,

execute and deliver an agreement with the Southeast Chicago Development Commission, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 7. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 8. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 9. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 10. Effective Date. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Agreement For Special Service Area Number 5

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Southeast Chicago Development Commission,

Effective January 1, 1996 Through December 31, 1996.

This Agreement for the management of Special Service Area Number 5 is entered into by and between the Southeast Chicago Development Commission, an Illinois not-for-profit corporation ("Contractor") and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 5" ("Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed three percent (3%) of the equalized assessed value of all property within the Area ("Services Tax"), all as provided in the Establishment Ordinance(hereinafter defined); and

Whereas, The City Council on _____, 1995 authorized the levy of the Services Tax and appropriation of the funds therefrom for the Area for fiscal year 1996 for the provision of the Special Services in the Area; and

Whereas, A portion of the Service Tax collected in prior tax years had been reserved for later use and the City and the Contractor now desire to expend the surplus funds on additional Special Services in the Area; and

Whereas, The Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or his duly authorized representative.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means the ordinance enacted by the City Council on October 31, 1983 and amended by ordinances enacted on May 30, 1984 and November 5, 1993, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1, et seq., and whose emloyees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('S.S.A.C.')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"Surplus Funds" means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent. The Contractor hereby acknowledges that it has received such funds and that they remain in a separate checking account as described in Section 5.03.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide during the first year of this Agreement include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C.

may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

For each subsequent year during the term of this Agreement, a new Scope of Services, comprised of services authorized in the Establishment Ordinance, shall be prepared by the S.S.A.C. in consultation with the Contractor subject to the approval of the Commissioner, and incorporated into this Agreement by written amendment pursuant to Section 8.03 hereof, together with a new Budget and any revised insurance requirements which are recommended by the Risk Management Division pursuant to its review of the new Scope of Services.

3.02 Standard Of Performance.

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a Contractor performing Services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

A. Key Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages.

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/10.01, et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in (Sub)Exhibit 6 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans' Preference And Steel Products.

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01, et seq., the Veterans Preference Act, 330 ILCS 55/0.01, et seq., and the Steel Products Procurement Act, 35 ILCS 30/565/1, et seq..

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (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 affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. §2000, et seq., 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. §§6101 -- 6106; Rehabilitation Act of 1973, 29 U.S.C. §§793 -- 794; Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and 41 C.F.R. Part 60, et seq..

B. State Requirements.

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 5, §750, Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

The Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as (Sub)Exhibit 4.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein. In addition, the Risk Management Division shall review each new Scope of Services which the S.S.A.C., in consultation with the Contractor, prepares annually during the term of this Agreement pursuant to Section 3.01 and shall, if necessary, revise the insurance required herein.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent. In the event that the Contractor performs Construction, this indemnification shall be interpreted so as not to violate the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/1, et seq..

The City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited by the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor and any Subcontractors shall furnish the S.S.A.C. with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, papers, records and accounts in connection with the Services open to inspection, copying, abstracting, transcriptions and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the S.S.A.C. consents 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.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the S.S.A.C. and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 Licenses, Permits And Safety Considerations.

A. Licenses And Permits.

If the Contractor engages in Construction, it shall be responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations.

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractor's employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property or the property of third parties due, in whole or in part, to Contractor's Construction activities under this Agreement, and Contractor shall remedy such damage to a reasonably acceptable standard.

3.10 Performance Bond.

If the Contractor engages in Construction work where expenditures exceed Ten Thousand Dollars ($10,000), it shall, not later than the date the

Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of (Sub)Exhibit 7 hereto, which is incorporated by reference as if fully set forth herein.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving ten (10) days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1996 ("Effective Date") and shall continue through December 31, 1998 or until the Agreement is terminated in accordance with its terms.

Article 5.

Compensation.

5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement is Two Hundred Fourty-two Thousand Dollars ($242,000) or the total amount of the Service Tax Funds actually collected for tax year 1995, whichever is less; plus the amount of Service Tax Funds budgeted and appropriated in each of 1997 and 1998, or the total amount of Service Tax Funds actually collected for the tax years 1996 and 1997, whichever is less; plus the total amount of Surplus Funds collected for prior tax years which remain unspent and are appropriated for Services hereunder.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. shall prepare a Budget for the first year of this Agreement, attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each services described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make Budget revisions which do not affect the maximum compensation set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of the Contractor's Services is terminated.

For each subsequent year during the terms of this Agreement, the Contractor and the S.S.A.C. shall prepare a new Budget, corresponding with the new Scope of Services to be prepared by the S.S.A.C. in consultation with the Contractor pursuant to Section 3.01, which shall be incorporated into this Agreement by written amendment pursuant to Section 8.03, together with the new Scope of Services and any revised insurance requirements which are recommended by the Risk Management Division pursuant to its review of the new Scope of Services.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to audit the account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C.. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria For Payment.

The S.S.A.C. in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in Fund Number 331-99-2005-0161-0161 and are subject to the availability of funds therein.

5.06 Non-Appropriation.

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department 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 City ; and

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal

Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. That it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners, and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

F. That it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practice for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with the MacBride Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and

G. That except only for those representations, statements, or promises expressly contained in this Agreement and any (sub)exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

H. That the Contractor understands and agrees that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

6.02 Contractor's Affidavit And Business Documents.

The Contractor shall provide the City with a Contractor's Affidavit, a completed copy of which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, bylaws 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 the State of Illinois.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, S.S.A.C. member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor 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 financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Nonliability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies.

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to the Contractor and such decision shall be final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor nonresponsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture, and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Termination For Convenience.

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all services shall cease and all materials accumulated in performing this Agreement,

whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire Agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 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.

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this section.

8.04 Compliance With All Laws.

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provisions required by laws, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C. §§793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and the Americans With Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1, et seq., and the regulations promulgated thereto at Illinois Administrative Code, Title 71, Chapter 1, §400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability.

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not affect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation.

All headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of

the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes.

Except as otherwise provided in this Agreement, the Contractor shall and the S.S.A.C. may bring any disputes concerning a question of fact arising under this Agreement which is not otherwise disposed of to the City's Purchasing Agent for decision based upon written submissions of the parties. The Purchasing Agent shall reduce his decision to writing and furnish a copy of it to the Contractor and the S.S.A.C.. Such decision shall be final and binding.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:	Special Service Area No. 5 9204 South Commercial Avenue Chicago, Illinois 60617 Attention: Ed Stone
	Department of Planning and Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies To:	Department of Law City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If To The Contractor:	Southeast Chicago Development Commission 9204 South Commercial Avenue Chicago, Illinois 60617 Attention: Lynne Y. Cunningham Executive Director

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Article 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to a City Council ordinance enacted on _____, 1995 by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended By:

_____
S.S.A.C. Chairperson

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Contractor

By: _____

Its: _____

Attested By: _____

Its: _____

Subscribed and sworn to before me
this ____ day of _____, 19__.

_____
Notary Public

(Sub)Exhibits 1, 2, 3, 4, 5, 6 and 7 referred to in this Service Provider Agreement read as follows:

(Sub)Exhibits 1 And 2.
(To Service Provider Agreement)

1996 Budget And Scope Of Services.

Expenses:

Accounting and Auditing	$ 7,000.00

Advertising and Promotion	$18,000.00	(Coupon campaigns, street banners, business directory and area advertising)
Cleaning of Area	16,500.00	(Landscaping for 81 street planters and 4 gardens, street murals)
Insurance	2,000.00	
Snow Plowing	4,000.00	
Street Maintenance/ Beautification	35,000.00	(Street sweeping, 5 days per week)
Security Services	80,000.00	
Training and Workshops	1,000.00	
Transportation and Parking	12,000.00	(Maintenance for free public parking lot)
Office Expenses:		
Employees' Benefits	$ 8,000.00	
Office Equipment	2,500.00	
Office Rent	3,000.00	
Postage	750.00	
Printing/Publications	4,700.00	
Salaries	46,000.00	
Subscriptions/Dues	550.00	
Miscellaneous	1,000.00	
Total Tax Levy Expenses	$242,000.00	

Expenses From Reserve:		
Funds and Reserve Consultants	$ 10,000.00	(Funds used for predevelopment for the 8700, 8800 and 9200 blocks of South Commercial Avenue)
Predevelopment	40,000.00	
Facade	10,000.00	
Interest Expense	10,000.00	
Total Reserve Expenses	$ 70,000.00	
TOTAL EXPENSES 1996:	$312,000.00	

(Sub)Exhibit 3.
(To Service Provider Agreement)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: Southeast Chicago Development Commission

Bidder/Proposer Address: 9204 South Commercial Avenue,

Suite 415 Chicago, IL 60617

Federal Employer I.D. Number: 363165936

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 to 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 James A. Fitch, Sr. (Name), as President (Title)

and on behalf of Southeast Chicago Development Commission (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 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)

- ☐ Corporation
- ☐ Sole Proprietor
- ☐ Partnership
- ☒ Not-for-Profit Corporation
- ☐ Joint Venture
- ☐ Other

Section 1.

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):

Name (Print or Type)	Title (Print or Type)

Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)

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
		%
		%
		%
		%

e. Is the corporation owned partially or completely by one or more other corporations? Yes [ ] No [ ]

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 Illinois

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)
(See Attached List)			

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: _____ No: _____

2) How many persons are currently employed by bidder/proposer?_____

3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: _____

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?_____

5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes: _____ 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 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. The 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, an authorized signatory must initial on the line next to the appropriate subsection.

1. J.F. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

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 (3) 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 in behalf of the corporation as provided in Paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section 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 contracts, 720 ILCS 5/33E-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 Contractor'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) James A. Fitch
Signature of Authorized Officer

James A. Fitch
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 6th day of November, 19 95, by James A. Fitch (Name) as President (Title) of Southeast Chicago Development Commission (Contractor).

(Signed) Gwen Jonquet
Notary Public Signature

[Official Seal]
Gwen Jonquet
Notary Public, State of Illinois
My commission expires July 21, 1997.

List of Southeast Chicago Development Commission Board of Directors referred to in this Contractor's Affidavit reads as follows:

Southeast Chicago Development Commission.

Board Of Directors.

Mr. Robert Anderson	Management Consultant, 8722 Johnston Court, Highland, Indiana 46322 (Telephone number omitted for printing purposes)
Mr. Thomas Backofen, EVP	1st Savings/Hegewisch, 13220 Baltimore Avenue, Chicago, Illinois 60633 (Telephone/facsimile numbers omitted for printing purposes)
Mr. William Brown	Ameritech, 1550 West 88th Street -- 4th Floor, Chicago, Illinois 60620 (Telephone number omitted for printing purposes)
Father Mark Brummel	Our Lady of Guadalupe, 3200 East 91st Street, Chicago, Illinois 60617 (Telephone/facsimile numbers omitted for printing purposes)
Mr. John Buchanan	Alderman, 10th Ward, 9618 South Commercial Avenue, Chicago, Illinois 60617 (Telephone/facsimile numbers omitted for printing purposes)
Mr. Jerry Chambers	Greater Roseland Community Development Corporation, 1000 East 111th -- 10th Floor, Chicago, Illinois 60628 (Telephone/facsimile numbers omitted for printing purposes)

Ms. Esther Crawford	Chicago State University, 9501 South Dr. Martin Luther King, Jr. Drive, Chicago, Illinois 60628 (Telephone number omitted for printing purposes)
Ms. Betty Despenza-Green	Chicago Vocational, 2100 East 87th Street, Chicago, Illinois 60617 (Telephone number omitted for printing purposes)
Ms. Donna Drinan	Claretian Associates, 3201 East 91st Street, Chicago, Illinois 60617 (Telephone numbers omitted for printing purposes)
Mr. Robert Ellman	7 Seas Tropaquarium, 13311 South Brandon Avenue, Chicago, Illinois 60633 (Telephone number omitted for printing purposes)
Mr. James A. Fitch, Jr.	South Chicago Bank, 9200 South Commercial Avenue, Chicago, Illinois 60617 (Telephone/facsimile numbers omitted for printing purposes)
Mr. James A. Fitch, Sr.	South Chicago Bank, 9200 South Commercial Avenue, Chicago, Illinois 60617 (Telephone/facsimile numbers omitted for printing purposes)
Mr. Oliver Hassell	Commonwealth Edison, 7601 South Lawndale Avenue, Chicago, Illinois 60652 (Telephone/facsimile numbers omitted for printing purposes)
Ms. Donna Huizenga	Stolthaven, Inc. Chicago, 12200 South Stony Island Avenue, Chicago, Illinois 60633 (Telephone number omitted for printing purposes)
Mr. Frank Igleski	Akers Packaging Service, 1037 East 87th Street, Chicago, Illinois 60619 (Telephone number omitted for printing purposes)

Mr. Scott Janco	South Chicago Bank, 9200 South Commercial Avenue, Chicago, Illinois 60617 (Telephone/facsimile numbers omitted for printing purposes)
Mr. Al McCaskill	Triad Electrical Distribution, 10011 South Torrence Avenue, Chicago, Illinois 60617 (Telephone/facsimile numbers omitted for printing purposes)
Mr. James Martell	The Prime Group, Inc., 77 West Wacker Drive, Chicago, Illinois 60601 (Telephone/facsimile numbers omitted for printing purposes)
Mr. Richard Metzger	Verson Corporation, 1355 East 93rd Street, Chicago, Illinois 60619 (Telephone/facsimile numbers omitted for printing purposes)
Ms. Barbara Minster	16807 Ellis Court, South Holland, Illinois 60473 (Telephone number omitted for printing purposes)
Ms. Dinah Mirelez	Claretian Medical Center, 2945 East 91st Street, Chicago, Illinois 60617 (Telephone/facsimile numbers omitted for printing purposes)
Mr. Thomas Munoz	U. S. Bank, 3030 East 92nd Street, Chicago, Illinois 60617 (Telephone/facsimile numbers omitted for printing purposes)
Ms. Elvia Perez	Calumet Federal Savings, 8905 South Commercial Avenue, Chicago, Illinois 60617 (Telephone/facsimile numbers omitted for printing purposes)
Mr. Leonard Szwajkowski	East Side Bank & Trust, 10635 South Ewing Avenue, Chicago, Illinois 60617 (Telephone/facsimile numbers omitted for printing purposes)

Mr. Jerry Todd	Peoples Gas Light and Coke Company, 130 East Randolph Street -- 18th Floor, Chicago, Illinois 60601 (Telephone/facsimile numbers omitted for printing purposes)
Ms. Irene Toscano	Olive Harvey College, 10001 South Woodlawn Avenue, Chicago, Illinois 60628 (Telephone/facsimile numbers omitted for printing purposes)
Ms. Marlene Wesolak	Hegewisch Chamber of Commerce, 13301 South Brandon Avenue, Chicago, Illinois 60633 (Telephone numbers omitted for printing purposes)
Mr. Robert Winfrey	Trinity Hospital, 2320 East 93rd Street, Chicago, Illinois 60617 (Telephone number omitted for printing purposes)
Mr. Robert Wisz	Doreen's Pizza, 13201 South Baltimore Avenue, Chicago, Illinois 60633 (Telephone number omitted for printing purposes)
Mr. Anthony Ziak	First East Side Savings, 11157 South Ewing Avenue, Chicago, Illinois 60617 (Telephone/facsimile numbers omitted for printing purposes)

(Sub)Exhibit 4.
(To Service Provider Agreement)

Contractor Insurance Provisions.

The Contractor shall procure and maintain at all times, at Contractor's own expense, until final completion of the Services covered by this Agreement, and, during the time period following final completion if Contractor is required to return and perform additional Services 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 Contractor or Subcontractors.

A. 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. Coverage extensions shall include other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

(2) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

(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 Contractor 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.

(4) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants perform work in connection with this Agreement,

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Hundred Thousand Dollars ($500,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(5) Blanket Crime Insurance.

The Contractor shall provide Blanket Crime Insurance coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery and other related crime risks. The policy limit shall be written to cover losses in the amount of maximum monies collected, received and on premises at any given time.

The Contractor will furnish the City of Chicago, Department of Planning and Development, Neighborhood Services Division, 20 North Clark Street, Room 2800, Chicago, Illinois 60602, 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 Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain such evidence from the Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve Contractor of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this Agreement and the City retains the right to stop work 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 Contractor shall require all Subcontractors to carry the insurance required herein, or Contractor 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 Contractor.

The Contractor agrees and shall cause each of its Subcontractors to agree that each insurer shall waive its rights of subrogation against the City, its employees, elected officials, agents, or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Contractor 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 Contractor under this 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 Contractor or its Subcontractors desires additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor and its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Division maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5.
(To Service Provider Agreement)

Security Firm Insurance Provisions.

The Security Firm shall procure and maintain at all times, at Security Firm's own expense, until final completion of the services covered by this contract, and, during the time period following final completion if Security Firm is required to return and perform additional services 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 contract.

A. 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 contract and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars ($500,000) each accident or illness.

(2) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

(3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with the work to be performed, the Security Firm 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.

(4) Professional Liability Insurance.

Professional Liability insurance covering acts, errors, or omissions shall be maintained with limits not less than One Million Dollars ($1,000,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of services under the contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this contract. The Security Firm shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in this contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this contract. The failure of the Contractor to obtain such evidence from the Security Firm shall not be deemed to be a waiver by the Contractor. The Security Firm shall advise all insurers of the provisions of this contract regarding insurance. Non-conforming insurance shall not relieve Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this contract and the Contractor retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Security Firm.

The Security Firm agrees that each insurer shall waive its rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The Security Firm expressly understands and agrees that any coverages and limits furnished by Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the contract documents or by law.

The Security Firm expressly understands and agrees that any insurance or self-insurance programs maintained by the Contractor shall apply in excess of and not contribute with insurance provided by the Security Firm under this contract.

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 Security Firm desires additional coverage, higher limits of liability, or other modifications for its own protection, the Security Firm shall be responsible for the acquisition and cost of such additional protection.

The Contractor maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 6.
(To Service Provider Agreement)

Prevailing Wages.

_____

_____

_____

_____

(Sub)Exhibit 7.
(To Service Provider Agreement)

Performance Bond Form.

_____

_____

_____

_____

AUTHORIZATION FOR TAX LEVY AND MANAGEMENT AGREEMENT FOR SPECIAL SERVICE AREA NUMBER 7.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 7 and the execution of a management agreement with the Kedzie Tract Industrial Association, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On June 26, 1985, as amended by an ordinance enacted on August 28, 1986, as further amended by an ordinance enacted on December 15, 1992, the City Council of the City of Chicago enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 7 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of five percent (5%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by 47th Street on the north, 49th Street on the south, Central Park Avenue on the west and Kedzie Avenue on the east; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included street resurfacing, sewer and water line improvements, refurbishing of railroad crossings, private security, area clean-up services, and technical assistance to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Kedzie Industrial Tract Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area; and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1996, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1995 for

the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1996, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

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

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Kedzie Industrial Tract Special Service Area Commission
Special Service Area Budget.

For the fiscal year beginning January 1, 1996 and ending December 31, 1996.

	Expenditures
Service Provider Contract for the provision of Special Services	$28,000
TOTAL BUDGET REQUEST:	$28,000

Source Of Funding

Tax levy at a rate not to exceed five percent (5%) of the assessed value, as equalized, of taxable property within Special Service Area No. 7	$28,000

SECTION 3. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of $28,000 as the amount of the Services Tax for the tax year 1995.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance on or prior to December 26, 1995, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1995 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Kedzie Tract Industrial Association, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 7. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 8. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 9. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 10. Effective Date. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Agreement For Special Service Area Number 7

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

The Kedzie Tract Industrial Association, Inc.,

Effective January 1, 1996 Through December 31, 1996.

This Agreement for the management of Special Service Area Number 7 is entered into by and between the Kedzie Tract Industrial Association, Inc., an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 7" ("Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City

Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed five percent (5%) of the equalized assessed value of all property within the Area (the "Services Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

Whereas, The City Council on _____, 1995 authorized the levy of the Services Tax and appropriation of the funds therefrom for the Area for fiscal year 1996 for the provision of the Special Services in the Area; and

Whereas, The Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this special service area agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the commissioner of the Department of Planning and Development or his duly authorized representative.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other

fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means the ordinance enacted by the City Council on June 26, 1985 and amended by ordinances enacted on August 26, 1986 and December 15, 1992, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Division" means the risk management division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1, et seq. and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('S.S.A.C.')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C. may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02. The Contractor Shall Not Engage In Construction Or Any Activity Constituting A Public Improvement Under Illinois Law.

3.02 Standard Of Performance.

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City and to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with its professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (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 affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. §2000, et seq., 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. §§6101 -- 6106; Rehabilitation Act of 1973, 29 U.S.C. §§793 -- 794; Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and 41 C.F.R. Part 60, et seq..

B. State Requirements.

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity Clause, Illinois Administrative Code Title 5, §750 Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as (Sub)Exhibit 4.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity

hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited by the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor and any Subcontractors shall furnish the S.A.A.C. with semiannual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, papers, records and accounts in connection with the Services open to inspection, copying, abstracting, transcriptions, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City, detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) days after

the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the S.S.A.C. consents 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.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the S.S.A.C. and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1996 ("Effective Date") and shall continue through December 31, 1996 or until the Agreement is terminated in accordance with its terms. The City may extend this Agreement in accordance with Section 8.03 for one (1) six (6) month period under the same terms and conditions except for a revised budget and scope of services. However, the extension shall expire whenever a new Agreement between the City and Contractor takes effect.

Article 5.

Compensation.

5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement is Twenty-eight Thousand Dollars ($28,000) or the total amount of Service Tax Funds actually collected for tax year 1995, whichever is less.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. shall prepare a Budget, attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each of the services described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make Budget revisions which do not affect the maximum compensation as set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to audit the account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C.. The name and address of the bank is _____ and the wire transfer and the Account Numbers are _____.

All funds remaining in the Account at the expiration or termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services. However, if the City and the Contractor enter into a

subsequent agreement for Special Services, the funds may remain in the Account to be used pursuant to the subsequent agreement.

5.04 Criteria For Payment.

The S.S.A.C., in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in Fund Number 532-99-2005-0161-0161 and are subject to the availability of funds therein.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. that it is financially solvent; that it and each of its employees, agents, Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. that it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. that it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department 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 City; and

D. that it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal

Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. that it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners, and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

F. That it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practice for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with the MacBride Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and

G. That, except only for those representations, statements, or promises expressly contained in this Agreement and any (sub)exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

H. That the Contractor 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 for default.

6.02 Contractor's Affidavit And Business Documents.

The Contractor shall provide the City with a Contractor's Affidavit, a completed copy of which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

In addition, the Contractor shall provide the City with 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.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other units of government, and no other officer, employee, S.S.A.C. member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal, economic or financial interest, directly or indirectly, in this Agreement or such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor 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 financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by Contractor pursuant to the Agreement which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment, determines that any of Contractor's Service for others conflict with the Services Contractor is to provide for the City under this Agreement, Contractor shall terminate such other services immediately upon request of the City.

6.04 Nonliability Of Public Officials.

No official, employee or agent of the City shall be charged personally by Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

7.02 Remedies.

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision shall be final and effective upon the Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor nonresponsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the

City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Termination For Convenience.

In addition to termination for default, the S.S.A.C. may terminate this Agreement or any portion of the Services to be performed under it, at any time by a written notice to the Contractor when the Agreement may be deemed to be no longer in the best interests of the Area. If the S.S.A.C. elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to

winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the S.S.A.C.'s election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be a termination for convenience.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire Agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 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.

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this section.

8.04 Compliance With All Laws.

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in

any manner affect the performance of this Agreement. Provisions required by laws, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

The Contractor warrants that all Services provided under this Agreement shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C. §§ 793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

8.06 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability.

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative or unenforceable to any extent. The invalidity of any one or

more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation.

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context shall otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes.

Except as otherwise provided in this Agreement, the Contractor shall and the S.S.A.C. may bring any dispute concerning a question of fact arising under this Agreement which is not otherwise disposed of to the City's Purchasing Agent for decision based upon written submissions of the parties. The Purchasing Agent shall reduce his decision to writing and furnish a copy of it to the Contractor and the S.S.A.C.. Such decision final and binding.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:	The Kedzie Industrial Tract Special Service Area Commission 3501 West 48th Place Chicago, Illinois 60632 Department of Planning and Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies To:	Department of Law City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If To Contractor:	The Kedzie Tract Industrial Association, Inc. 3501 West 48th Place Chicago, Illinois 60632 Attention: Bill Krucko, President

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Section 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to City Council ordinance enacted on _____, 1995 by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of

each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended By:

_____
S.S.A.C., Chairperson

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Contractor

By: _____

Its: _____

Attested By: _____

Its: _____

Subscribed and sworn to before me
this ____ day of _____, 19__.

_____
Notary Public

(Sub)Exhibits 1, 2, 3, 4 and 5 referred to in this Service Provider Agreement read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement)

Scope Of Services.

It is our intent to use the funds of the 1996 Special Service Area Number 7 Budget as follows:

To provide weekend security patrol service by a licensed guard service company. The patrol is to cover the entire Kedzie Tract area. The cost of this service is approximately $12.00 per hour.

For administrative costs for a person coordinating between the individual companies and organizations which are providing services, some record keeping and other small tasks on a part-time basis.

For legal and accounting fees that may arise from the operation of the organization.

For area clean-up which the association will have done in order to keep a nice appearance of the whole area, thereby protecting our property values.

A small contingency fund was set aside for any unexpected expenditures that may arise.

Submitted on October 13, 1995.

(Signed) Trudy Nika,

Special Service Area No. 7
Commissioner

(Sub)Exhibit 2.
(To Service Provider Agreement)

Department Of Planning And Development
Proposed Special Service Area Budget.

Special Service Area Name and Number: Special Service Area No. 7

Chairman, Special Service Area: Trudy Nika Telephone: (Omitted for printing purposes)

Sole Service Provider: The Kedzie Tract Industrial Association, Inc.

Program Manager: Les Kocour Telephone: (Omitted for printing purposes)

Budget Period: From: January 1, 1996 To: December 31, 1996

Item	Budget Year 1996
Accounting and Auditing	$1,000.00
Advertising/Promotion	
Cleaning of Area	1,500.00
Consultants Services	

Item	Budget Year 1996
Administrative Service	$ 1,500.00
Equipment	
Equipment Maintenance	
Insurance	
Legal Fees	1,000.00
License Fees	
Maintenance	
Snow Plowing	
Street Maintenance/Beautification	
Security Services	
Training and Workshops	
Transportation	
Office Expenses:	
Employees' Benefits	
Office Equipment	
Office Rent	
Postage	
Printing/Publications	
Salaries	
Subscriptions/Dues	
Other:	
Security Services	22,000.00
Miscellaneous	1,000.00

Item Budget Year 1996

Contingency Fund for Uncollected Taxes (5% of budget)

TOTAL: $28,000.00

Estimated Tax Levy _____ Program Manager (Signature Illegible)

(Sub)Exhibit 3.
(To Service Provider Agreement)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: The Kedzie Tract Industrial Association, Inc.

Bidder/Proposer Address: 3501 West 48th Place

Chicago, Illinois 60632

Federal Employer I.D. Number: Applied For

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 to 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 Lonny Gold (Name), as President (Title)

and on behalf of The Kedzie Tract Industrial Association, Inc. (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 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)

- ☐ Corporation
- ☐ Sole Proprietor
- ☐ Partnership
- ☒ Not-for-Profit Corporation
- ☐ Joint Venture
- ☐ Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of NA

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)
NA			

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
NA		%
		%
		%
		%

e. Is the corporation owned partially or completely by one or more other corporations? Yes ☐ No ☐

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 seven point five percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
NA		%
		%
		%
		%

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns seven point five percent (7.5%) 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
NA	%
	%
	%
	%

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 hold such interest:

Name(s) Of Principal(s) (Print or Type)

NA

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:

NA

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.

NA

Section 5.

Not-For-Profit Corporations.

a. Incorporated in the State of: Illinois

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)
Lonny Gold	President	Lonny Gold	Director
Trudy Nika	Secretary	William Kruchko	Director
Robert McCarthy	Treasurer	Michael Holewinski	Director
Michael Holewinski	Vice President	Les Kocour	Director

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? ø

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? ø

5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes: _____ No: x

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 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. 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. __X__ Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

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 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: the 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 contract 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 in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section 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 contracts, 720 ILCS 5/33E-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 Contractor'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) Lonny G. Gold
Signature of Authorized Officer

Lonny G. Gold
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 6th day of November, 19 95, by Lonny G. Gold (Name) as President (Title) of The Kedzie Tract Industrial Association (Contractor).

(Signed) Trudy Nika
Notary Public Signature

[Official Seal]
Trudy Nika
Notary Public, State of Illinois
My commission expires 2/11/99

(Sub)Exhibit 4.
(To Service Provider Agreement)

Contractor Insurance Provisions.

The Contractor shall procure and maintain at all times, at Contractor's own expense, until final completion of the Services covered by this Agreement, and, during the time period following final completion if Contractor is required to return and perform additional Services 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 Contractor or Subcontractors.

A. 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. Coverage extensions shall include other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

(2) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

(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 Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit, for bodily injury and property damage.

(4) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Hundred Thousand Dollars ($500,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(5) Blanket Crime Insurance.

The Contractor shall provide Blanket Crime Insurance coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery and other related crime risks. The policy limit shall be written to cover losses in the amount of maximum monies collected, received and on premises at any given time.

The Contractor will furnish the City of Chicago, Department of Planning and Development Neighborhood Services Division, 20 North Clark Street, Room 2800, Chicago, Illinois 60602, 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 Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain such evidence from the Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming

insurance shall not relieve Contractor of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this Agreement and the City retains the right to stop work 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 Contractor shall require all Subcontractors to carry the insurance required herein, or Contractor 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 Contractor.

The Contractor agrees and shall cause each of its Subcontractors to agree that each insurer shall waive its rights of subrogation against the City, its employees, elected officials, agents, or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Contractor 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 Contractor under this 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 Contractor or its Subcontractors desires additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor and its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Division maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5.
(To Service Provider Agreement)

Security Firm Insurance Provisions.

The Security Firm shall procure and maintain at all times, at Security Firm's own expense, until final completion of the services covered by this contract, and, during the time period following final completion if Security Firm is required to return and perform additional services 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 contract.

A. 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 contract and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars ($500,000) each accident or illness.

(2) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the services.

(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 Security Firm 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.

(4) Professional Liability Insurance.

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars ($1,000,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of services under the contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this contract. The Security Firm shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in this contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this contract. The failure of the Contractor to obtain such evidence from the Security Firm shall not be deemed to be a waiver by the Contractor. The Security Firm shall advise all insurers of the provisions of this contract regarding insurance. Non-conforming insurance shall not relieve Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this contract and the Contractor retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Security Firm.

The Security Firm agrees that each insurer shall waive its rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The Security Firm expressly understands and agrees that any coverages and limits furnished by Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the contract documents or by law.

The Security Firm expressly understands and agrees that any insurance or self-insurance programs maintained by the Contractor shall apply in excess of and not contribute with insurance provided by the Security Firm under this contract.

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 Security Firm desires additional coverage, higher limits of liability, or other modifications for its own protection, the Security Firm shall be responsible for the acquisition and cost of such additional protection.

The Contractor maintains the right to modify, delete, alter or change these requirements.

AUTHORIZATION FOR EXPANSION OF BOUNDARIES OF ENTERPRISE ZONE VI.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the expansion of the boundaries of Enterprise Zone VI, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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 November 24, 1986 passed an ordinance establishing Proposed Enterprise Zone VI appearing in the Journal of Council Proceedings on pages 37055 -- 37056; as amended and appearing in the November 5, 1993 Journal of Council Proceedings on pages 39921 -- 39924; as amended and appearing in the April 13, 1994 Journal of Council Proceedings on pages 48385 -- 48390 (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 VI will increase the development and rehabilitation of the depressed areas on the southwest side of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone VI as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 16-12 of the Municipal Code of Chicago ("Chicago Enterprise Zone Ordinance"); 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 VI", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone VI:

starting at the intersection of Racine Avenue and 55th Street; then running north on Racine Avenue to 51st Street; then running east on 51st Street to Cottage Grove Avenue; then running south on Cottage Grove Avenue to 60th Street; then running west on 60th Street to State Street; then running south on State Street to 62nd Street; then running east on 62nd Street to Ingleside Avenue; then running north on Ingleside Avenue to 61st Street; then running east on 61st Street to Greenwood Avenue; then running south on Greenwood Avenue to 62nd Street; then running east on 62nd Street to Stony Island Avenue; then running south on Stony Island Avenue to 64th Street; then running west on 64th Street to State Street; then running south on State Street to 71st Street; then running west on 71st Street to Stewart Avenue; then running south on Stewart Avenue to 74th Street; then running west on 74th Street to Eggleston Avenue; then running south on Eggleston Avenue to 75th Street; then running west on 75th Street to Wallace Street; then running south on Wallace Street to 79th Street; then running east on 79th Street to State Street; then running south on State Street to 91st Street; then running west on 91st Street to Halsted Street; then running north on Halsted Street to the south line of 75th Street; then running west along the south line of 75th Street *to a line 629.64 feet east of the east line of Laflin Street; then running south along the said line 629.64 feet east of the east line of Laflin Street to the north line of 76th Street; then running west along the north line of 76th Street to the east line of Laflin Street; then running north along the east line of Laflin Street to the south line of 75th Street; then running west along the south line of 75th Street and* 75th Street extended to Western Avenue; then running south on Western Avenue to 76th Street; then running west on 76th Street and 76th Street extended to Rockwell Street extended south; then running south on Rockwell Street extended to 79th Street; then running west on 79th Street to Columbus Avenue; then running northeast on Columbus Avenue to 77th Street; then running west on 77th Street to St. Louis Avenue; then running north on St. Louis Avenue to 75th Street; then running west on 75th Street to the east line of Central Park Avenue extended south; then running north along the east line of Central Park Avenue extended and Central Park Avenue to 74th Street; then running east on 74th Street to Homan Avenue; then running north on Homan Avenue to 73rd Street; then running east on 73rd Street to Kedzie Avenue; then running south on Kedzie Avenue to 74th Street; then running east on 74th Street to the west side of Rockwell Street; then running north on the west side of Rockwell Street to Lithuanian Plaza Court; then running east on Lithuanian Plaza Court to Western Avenue; then running south on Western Avenue to 71st Street; then running west on 71st Street to the east side of Rockwell Street; then running north on the east side of

Rockwell Street to the first alleyway west of Western Avenue; then running north along said alleyway to the first alleyway south of Lithuanian Plaza Court; then running west along said alleyway to the center line of Rockwell Street; then running south along the centerline of Rockwell Street to the north line of 75th Street extended west; then running east along the north line of 75th Street extended to Damen Avenue; then running north on Damen Avenue to 71st Street; then running east on 71st Street to Ashland Avenue; then running north on Ashland Avenue to the south side of 63rd Street; then running west on the south side of 63rd Street to Washtenaw Avenue; then running south on Washtenaw Avenue to 64th Street; then running west on 64th Street to Fairfield Avenue; then running north on Fairfield Avenue to the north side of 63rd Street; then running east on the north side of 63rd Street to the west side of Western Avenue; then running north on the west side of Western Avenue to 49th Street (extended) and west to California Avenue; then running north on California Avenue to 48th Street; then running east on 48th Street to Fairfield Avenue; then running north on Fairfield Avenue to 47th Street; then running east on 47th Street to Talman Avenue; then running south on Talman Avenue to 48th Street; then running east on 48th Street to Campbell Avenue; then running north on Campbell Avenue to the first alleyway south of 47th Place; then running east along said alleyway to the first alleyway west of Western Avenue; then running north along said alleyway to 47th Place; then running east on 47th Place to the east side of Western Avenue; then running south on the east side of Western Avenue to 55th Street; then running east on 55th Street to Racine 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 VI 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 [11.19] *11.203* 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. Attachment A is to be attached to this ordinance, and is hereby made a part hereof.

SECTION 4. The modification of the boundaries of Enterprise Zone VI provided herein shall not be effective unless the State of Illinois, acting by and through its Department of Commerce and Community Affairs, approves such modification, and until such approval is given, none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Ordinance 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 of Illinois.

SECTION 6. The Commissioner of the Department of Planning and Development ("Commissioner"), as Zone Administrator of the Enterprise Zones located within the City of Chicago, or a designee of the Commissioner, 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 VI approved and certified by the State of Illinois.

SECTION 7. This ordinance shall be effective from and after its passage.

[Attachment "A" referred to in this ordinance printed on page 13542 of this Journal].

AUTHORIZATION FOR EXECUTION OF INDIVIDUAL PROJECT AGREEMENTS FOR REHABILITATION OF TRANSPORTATION INFRASTRUCTURE FACILITIES.

The Committee on Finance submitted the following report:

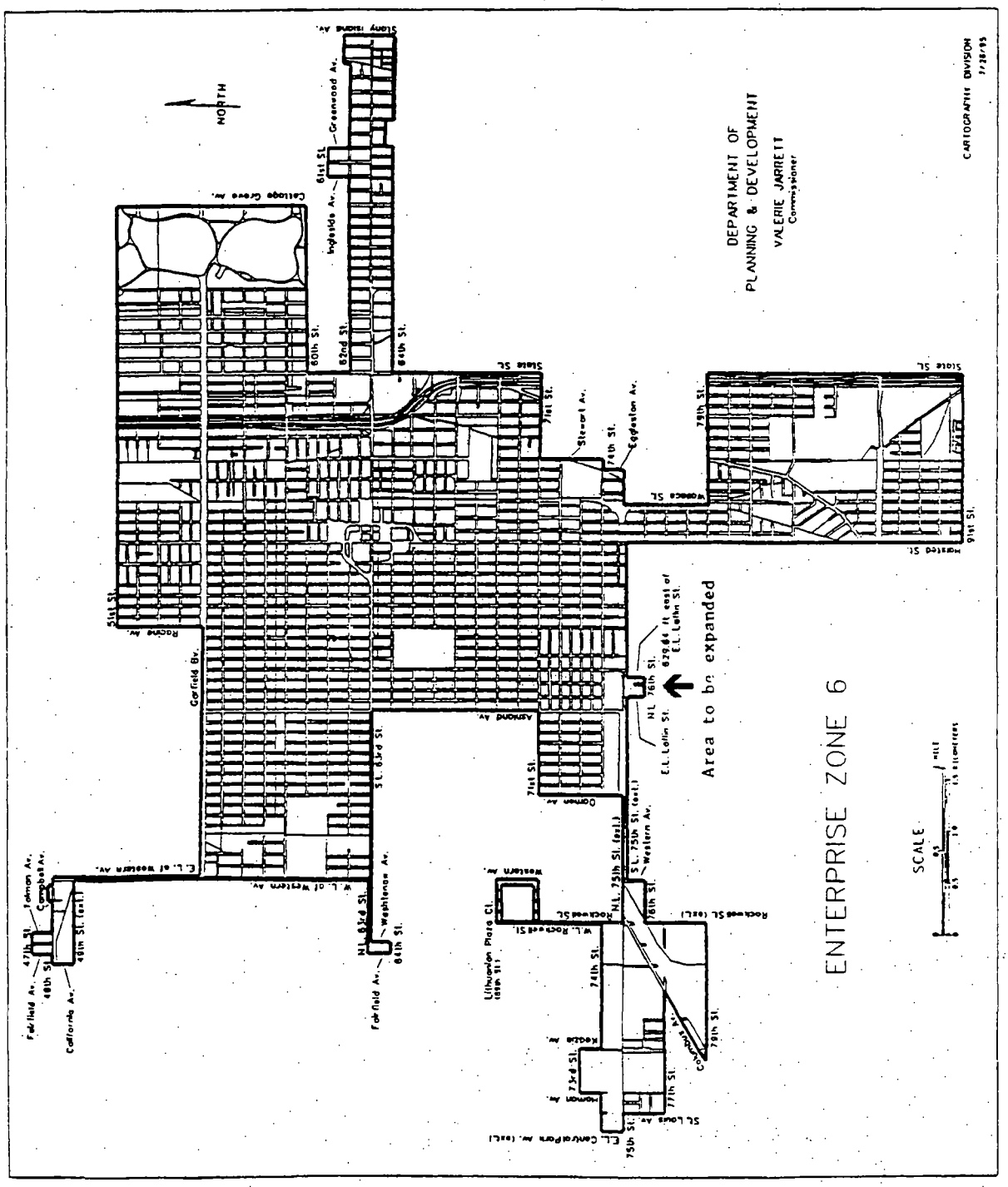
CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an

(Continued on page 13543)

Attachment "A".



(Continued from page 13541)

ordinance authorizing the Commissioner of the Department of Transportation to execute individual project agreements for the rehabilitation of transportation infrastructure facilities on a citywide basis, for a total cost not to exceed $175,000,000, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 46.

Nays -- Aldermen Steele, Moore -- 2.

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

The following is said ordinance as passed:

WHEREAS, The State of Illinois, acting through its Department of Transportation (the "State"), and the City of Chicago (the "City"), acting through the Department of Transportation of the City (the "C.D.O.T."), desire to implement a 1996 Road Program (the "Program") in the City; and

WHEREAS, The purpose of the Program is to provide for various improvements (the "Projects") which promote the safe and efficient movement of vehicular and pedestrian traffic within the City; and

WHEREAS, The City wishes to avail itself of federal funds authorized by the Surface Transportation and Uniform Relocation Assistance Act of 1987, the Intermodal Surface Transportation Efficiency Act of 1991 and other federal legislation; and

WHEREAS, From time to time the City may provide funding for the Projects through the proceeds of its general obligation bonds or through other City sources; and

WHEREAS, From time to time the State may provide funds from State sources for the Projects; and

WHEREAS, From time to time the County of Cook (the "County") may provide funding for the Projects; and

WHEREAS, From time to time the City may receive funds for the Projects from other units of local government (the "Local Government"); and

WHEREAS, The activities funded with federal, State, City, County or Local Government funds (the "Project Funds") include but are not limited to the acquisition of right-of-way, preliminary engineering, contract construction, force account construction and/or construction engineering/supervision of highway and highway-related projects; and

WHEREAS, The State administers the Program and the distribution of the federal and State funds; and

WHEREAS, To monitor effectively the expenditure of the Project Funds and to set forth the obligations of the City and the State, County or Local Government, the City will enter into project funding agreements or amendments thereto (the "Individual Project Agreements") with the State, County or Local Government, as appropriate, for each new project and will amend various project funding agreements which have been executed prior to this ordinance and which require additional funding; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. The Mayor of the City or the Commissioner of C.D.O.T. (the "Commissioner") is hereby authorized to execute, subject to the review of the Corporation Counsel and subject to the approval of the Budget Director, Individual Project Agreements or amendments thereto with the State, County or Local Government with respect to the Projects listed in the attached Exhibit A and Exhibit B, including Projects for which agreements have been executed prior to this ordinance and which require additional funding.

SECTION 3. The City Council hereby appropriates and authorizes the expenditure of the federal, State, County and/or Local Government funds in such amounts as may actually be received but not to exceed $175,000,000.

SECTION 4. The City Comptroller is hereby directed to disburse the Project funds as required to carry out the Individual Project Agreements.

SECTION 5. The Commissioner is authorized to execute such additional documents, information, assurances and certifications in connection with the Individual Project Agreements as may be necessary or required by the State, County or Local Government and is further authorized to execute revisions relative to budgetary items within Individual Project Agreements, upon approval of the State, County or Local Government as long as such revisions are within the budgetary constraints as provided therein or by the City Council.

SECTION 6. Subject to the review of the Corporation Counsel, the Commissioner is authorized to execute agreements, including agreements with another Local Government, for the reimbursement by the City of force account work with respect to the Projects described herein; provided that said reimbursement costs in each such agreement do not exceed the force account budget line items contained in the Individual Project Agreement which relates to the affected Project.

SECTION 7. The Commissioner is hereby authorized to execute on behalf of the City, subject to the approval of the Corporation Counsel, any lease, easement or other document with private entities or other Local Governments for the temporary use of real estate adjacent to or adjoining the site of any Project authorized herein, for the purposes of staging, access or similar purposes, subject to terms and conditions, including indemnification, and to the extent reasonably necessary or appropriate, to implement or complete such Project.

SECTION 8. No later than the tenth (10th) day after the completion of each calendar quarter, the Commissioner shall file with the Committee on Finance and the Committee on the Budget and Government Operations, a compilation of all Individual Project Agreements entered into or amended by the City in the preceding quarter.

SECTION 9. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. 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 be controlling. If any section, paragraph, clause or provision of this ordinance

shall be held invalid, the invalidity of such section, paragraph, clause or provisions shall not affect any of this other provisions of this ordinance.

SECTION 11. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

No.	Project	Limits	Scope
1.	100th Street	At Calumet River	Bridge Improvement/ Eng.
2.	18th Street	West of South Branch Chicago River	Viaduct Improvement/ Painting
3.	31st Street	At I.C.G. Railroad	Viaduct Improvement/ Eng.
4.	51st Street	Kedzie to Ashland	Street Improvement/ Const.
5.	51st Street	Ashland to Halsted	Street Improvement/ Const.
6.	69th Street	Western Avenue to State Street	Street Improvement/ Const.
7.	71st Street	At Yates/South Shore Drive	Intersection Improvement/Const.
8.	Adams Street	At Chicago River -- Main Branch	Bridge Improvement/ Painting
9.	Addison Street	At Chicago River -- North Branch	Bridge Improvement/ Eng.
10.	Archer Avenue	At Chicago River -- South Branch and Ashland	Bridge Improvement/ Eng.
11.	Balbo Drive	At I.C.G. Railroad	Viaduct Improvement/ Const.

No.	Project	Limits	Scope
12.	Belmont Avenue	At Sheridan	Intersection Improvement/Eng.
13.	Belmont Avenue	At Sheridan	Intersection Improvement/Const.
14.	Bridge Protection System	Various Bridges, Calumet River	Bridge Improvement/ Eng.
15.	Bridge Protection System	Various Bridges, Calumet River	Bridge Improvement/ Const.
16.	Bryn Mawr Avenue	Kenmore to Sheridan	Bicycle Improvement/ Const.
17.	Canal Street	At 16th Street	Viaduct Improvement/ Eng.
18.	Canal Street	At Chicago River -- South Branch	Bridge Improvement/ Painting
19.	Cermak Road	At Chicago River -- South Branch	Bridge Improvement/ Const.
20.	Chicago Avenue	Clark Street to Lake Shore Drive	Street Improvement/ Const.
21.	Chicago River Bikeway	Michigan Avenue to Lake Shore Drive	Bike Improvement/ Const.
22.	Clark Street	North and south of Roosevelt Road	Viaduct Improvement/ Eng.
23.	Clark Street	Foster to Howard	Street Improvement/ R.O.W.
24.	Clark Street	Foster to Howard	Street Improvement/ Const.
25.	Cortland Street	At Chicago River -- North Branch	Bridge Improvement/ Eng.
26.	Damen Avenue	At Chicago River -- North Branch	Bridge Improvement/ R.O.W.

No.	Project	Limits	Scope
27.	Damen Avenue	At Chicago River -- North Branch	Bridge Improvement/ Const.
28.	Damen Avenue	At Jackson	Intersection/R.O.W.
29.	Damen Avenue	At Chicago River -- South Branch	Bridge Improvement/ Eng.
30.	Damen Avenue	North and South of of I-55	Bridge Improvement/ Eng.
31.	Dearborn Street	At Chicago River -- Main Branch	Bridge Improvement/ Painting
32.	Diversey Avenue	At 4100 West	Vertical Clearance/ Const.
33.	Eggleston/Normal	At Auburn Park	Bridge Improvement/ Eng.
34.	Forest Glen Avenue	At Chicago River -- North Branch	Bridge Improvement/ Eng.
35.	Forest Glen Avenue	At Chicago River -- North Branch	Bridge Improvement/ Const.
36.	Grand Avenue	At Chicago River -- North Branch	Bridge Improvement/ Painting
37.	Halsted Street	Cermak to Madison	Street Improvement/ Const.
38.	Halsted Street	At Chicago River -- North Branch	Bridge Improvement/ Const.
39.	Historic Boulevards	Systemwide	Planting/Marketing/ Const.
40.	Jackson Boulevard	At Chicago River -- South Branch	Bridge Improvement/ Eng.
41.	Kedzie Avenue	Augusta to Armitage	Street Improvement/ Const.

No.	Project	Limits	Scope
42.	Lake Shore Drive	At North Avenue	Pedestrian Underpass/ Const.
43.	Lake Shore Drive	At 47th Street	Viaduct Improvement/ Eng.
44.	Lake Shore Drive	67th to State line	Study
45.	Lake Shore Drive/ Columbus Drive	Balbo to Monroe	Signal Interconnect/ Const.
46.	Laramie Avenue	At Polk Street	Viaduct Improvement/ Eng.
47.	Monroe Street	At I.C.G. Railroad	Viaduct Improvement/ Eng.
48.	Monroe Street	At Chicago River -- South Branch	Bridge Improvement/ Eng.
49.	Monroe Street	At Chicago River -- South Branch	Bridge Improvement/ Const.
50.	Montrose Avenue	Clark to Lake Shore Drive	Street Improvement/ Const.
51.	Museum of Science and Industry	At Museum	Parking Lot Improvement/Const.
52.	Nabisco Improvements	73rd/76th at Kedzie, 71st at Central Park	Street Improvement/ Const.
53.	North Water Street	St. Clair at City Front Center	Viaduct Improvement/ Painting
54.	Oakwood Boulevard	At I.C.G. Railroad	Viaduct Improvement/ Eng.
55.	Pershing/Oakwood	Cottage Grove to I.C.G. Railroad	Street Improvement/ R.O.W.
56.	Pershing/Oakwood	Cottage Grove to I.C.G. Railroad	Street Improvement/ Const.

No.	Project	Limits	Scope
57.	Ridgeway Avenue	At Chicago River -- North Branch	Pedway Improvement/ Eng.
58.	Rock Island Railroad	At 95th/Vincennes	Parking Lot Improvement/Const.
59.	Rock Island Railroad	At 91st/Vanderpoel	Parking Lot Improvement/Const.
60.	Sacramento Boulevard	Franklin Boulevard to Humboldt Park	Landscape Restoration/ Const.
61.	Simonds Drive	At Lincoln Park	Viaduct Improvement/ Eng.
62.	Taylor Street	West of Chicago River	Viaduct Removal/Eng.
63.	Taylor Street	West of Chicago River	Viaduct Removal/Const.
64.	Tootsie Roll	72nd/73rd/Kostner	Street Improvement/ Const.
65.	Various Bridges	Chicago and Calumet Rivers	Underwater Inspections
66.	Various WPA STS No. 2	103rd/City Limits/Ashland/ Stony Island	Street Improvement/ Const.
67.	Wabash Avenue Bridge	At Chicago River -- Main Branch	Bridge Improvement/ Eng.
68.	Wacker Drive	Lake Shore Drive to Congress	Study
69.	Wells Street	At Chicago River -- Main Branch	Bridge Improvement/ Eng.

Exhibit "B".

This exhibit includes demonstration projects and other projects funded under the Intermodal Surface Transportation Efficiency Act of 1991 and

other federal, state or county funded programs which may require the use of various city or other local government funds as the local match share. Projects eligible for funding under these federal and/or state, city, county or local government sources include, without limitation, acquisition of right-of-way, preliminary engineering, contract construction, force account construction and/or construction engineering/supervision projects for:

Alleys

Area Improvements

Beautification

Bridges

Curbs and Gutters

Landscaping

Pedways

Quality Assurance

Sidewalks

Signage

Special Community Projects

Streets

Traffic Signalization

Transit

Vaulted Walks

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WATER RATES AND REFUND OF FEES FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred January 12, 1993; May 4, September 14 and November 2, 1994; February 2, May 17, June 14, September 13, October 2, and November 1, 8 and 15, 1995, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water rates and refunds 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

FREE PERMITS.

Alivio 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 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 Alivio Medical Center for rehabilitation of the premises known as 2355 South Western 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.

Chicago Apostolic Tabernacle Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Planning, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chicago Apostolic Tabernacle Church for remodeling and construction projects on the premises known as 1424 West Irving Park Road.

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

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

Children's Memorial Hospital.
(Various Facilities)

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

SECTION 1. That the Commissioner of Buildings is hereby authorized and directed to issue the monthly electrical maintenance permit fees, free of charge, notwithstanding other ordinances of the City of Chicago to:

Children's Memorial Hospital,
707 West Fullerton Avenue;

Children's Memorial Institute for
Education and Research,
2430 North Halsted Street;

Children's Memorial Hospital Parking Garage,
2316 North Lincoln Avenue;

Chicago Children's Memorial Hospital/Nellie A. Black
Building,
700 West Fullerton Avenue; and

Children's Memorial Place Building,
759 West Belden Avenue.

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

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

Holiness Is The Way 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 Holiness is the Way Church for renovation of existing church structure on the premises known as 8208 -- 8210 South Racine Avenue.

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

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

Saint Elizabeth The Catholic Worker.

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, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Elizabeth the Catholic Worker, for the division of one building into two buildings on the premises known as 8025 South Honore Street.

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

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

LICENSE FEE/PERMIT FEE EXEMPTIONS.

Business License.

American Fund For Dental Health.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the following business, which is not operated for gain but where a charge is made for services, is hereby exempted from payment of a Business License fee for the period beginning August 16, 1995 and ending August 15, 1996:

American Fund For Dental Health
Suite 820
211 East Chicago Avenue.

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

Day Care Center.

Harris Young Women's Christian Association Child Care Program.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee (Code 1584/Class I) for the period beginning August 16, 1995 and ending August 15, 1996:

Harris Young Women's Christian Association Child Care Program
6200 South Drexel Avenue.

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

Hyde Park Neighborhood Club/Hyde Park Neighborhood Day Care Center.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee for the period of August 16, 1995 through August 15, 1996:

Hyde Park Neighborhood Club
Hyde Park Neighborhood Day Care Center (Class I)
5480 South Kenwood Avenue.

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

North Park Covenant Nursery School.
(License Period Expired November 15, 1994)

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the period which expired November 15, 1994:

North Park Covenant Church Nursery School
5250 North Christiana Avenue.

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

North Park Covenant Nursery School.
(License Period For November 16, 1994/November 15, 1995)

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee for the period beginning November 16, 1994 and ending November 15, 1995:

North Park Covenant Church Nursery School
5250 North Christiana Avenue.

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

Parkway Community House Day Care Center.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee (Code 1584/Class I) for the period beginning August 16, 1995 and ending August 15, 1996:

Parkway Community House Day Care Center
500 East 67th Street.

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

Saint Bonaventure Children's Center.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee (Code 1584) for the period beginning November 16, 1994 and ending November 15, 1995:

Saint Bonaventure Children's Center
3522 North Central Avenue.

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

Washington Park South Day Care Center.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee (Code 1584/Class I) for the period beginning August 16, 1995 and ending August 15, 1996:

Washington Park South Day Care Center
6225 South Wabash Avenue.

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

Woodlawn A.M.E. Day Care Center.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual license fee for the period beginning August 16, 1994 and ending August 15, 1995:

Woodlawn A.M.E. Day Care Center
6456 South Evans Avenue.

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

Woodlawn Early Child Day Care.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee (Code 1584/Class I) for the period beginning August 16, 1995 and ending August 15, 1996:

Woodlawn Early Child Day Care
950 East 61st Street.

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

Dispensary.

Washington And Jane Smith Home.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Washington and Jane Smith Home, 2340 West 113th Place, is hereby exempted from payment of the annual license fee provided in Section 4-76-060, for the period beginning August 16, 1995 and ending August 15, 1996.

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

Food Dispenser.

South Shore Hospital.

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

SECTION 1. Pursuant to Section 4-344-1.0 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the Food Dispenser License fee (Code 1300/Class I) for the period beginning August 16, 1995 and ending August 15, 1996:

South Shore Hospital
8012 South Crandon Avenue.

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

Fuel Oiler Storer.

South Shore Hospital.

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

SECTION 1. Pursuant to Section 4-84-060 of the Municipal Code of Chicago, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the Fuel Oiler Storer License fee (Code 1722) for the period beginning August 16, 1995 and ending August 15, 1996:

South Shore Hospital
8012 South Crandon Avenue.

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

General Business Limited.

Council For Jewish Elderly.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the following non-profit organization is hereby exempted from the payment of the annual General Business Limited License fee (Code 1683) for the period of November 16, 1995 through November 15, 1996:

Council for Jewish Elderly
3503 West Lawrence Avenue.

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

Home.

Home Association Of The Jewish Blind.

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

SECTION 1. Pursuant to Section 4-96-040 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 4-96-040 (Sheltered Care Home License No. 1365) for the period beginning November 16, 1995 and ending November 15, 1996:

Home Association of the Jewish Blind
3525 West Foster Avenue.

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

Northwest Home For The Aged.

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 nursing home which is not operated for profit but where a charge is made for the care of patients, is hereby exempted from the payment of the annual Home License fee for the period of February 16, 1996 through February 15, 1997:

Northwest Home for the Aged
6300 North California Avenue.

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

Norwegian Lutheran Bethesda Home Association (Doing Business As Bethesda Home And Retirement Center).

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

SECTION 1. Pursuant to Section 4-96-040 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 4-96-040 for the year 1995 -- 1996:

Norwegian Lutheran Bethesda Home Association,
doing business as Bethesda Home and Retirement Center
2833 North Nordica Avenue.

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

Norwood Park Home.

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

SECTION 1. Pursuant to Section 4-96-040 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 4-96-040 for the period beginning August 16, 1995 and ending August 15, 1996:

Norwood Park Home
6016 North Nina Avenue.

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

Hospital.

Edgewater Hospital And Medical Center, Inc.

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

SECTION 1. Pursuant to Section 4-84-030 of the Municipal Code of Chicago, the following hospital which is not operated for gain but where a charge is made for the care of patients, is hereby exempted from the payment of the Hospital License fee (Code 1375) for the period of August 16, 1995 through August 15, 1996:

Edgewater Hospital and Medical Center, Inc.
5700 North Ashland Avenue.

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

South Shore Hospital.

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

SECTION 1. Pursuant to Section 4-84-030 of the Municipal Code of Chicago, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be hereby exempted from the payment of the Hospital License fee (Code 1375) for the period beginning August 15, 1995 and ending August 16, 1996:

South Shore Hospital
8012 South Crandon Avenue.

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

Thorek Hospital And Medical Center.

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

SECTION 1. Pursuant to Section 4-84-030 of the Municipal Code of Chicago, and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from the payment of the Hospital License fee for the period of August 15, 1995 through August 15, 1996 renewal period:

Thorek Hospital and Medical Center
850 West Irving Park Road.

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

Limited Business.

National Council Of Jewish Women.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the National Council of Jewish Women (a not-for-profit organization), 1524 West Howard Street, is hereby exempted from the payment of the annual Limited Business License fee (Code 1010) for the period of November 16, 1995 through November 15, 1996:

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

Second Hand Dealer.

Council For The Jewish Elderly.

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

SECTION 1. Pursuant to Section 4-344-1.0 of the Municipal Code of Chicago the following institution is hereby exempted from the payment of the Second Hand Dealer License fee (Code 1683) for the period of November 16, 1995 to November 15, 1996:

Council for the Jewish Elderly
3503 West Lawrence Avenue.

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

PERMIT FEE EXEMPTION.

8000 South Vernon Avenue Block Club.

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

SECTION 1. Pursuant to Section 14-12-270 of the Municipal Code of Chicago, the following block club is hereby exempted from the payment of electrical fees for the installation of residential post lights in the front yards:

8000 South Vernon Avenue Block Club
Mrs. Renberi, President
8046 South Vernon Avenue.

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

CANCELLATION OF WATER RATES.

Progressive True Vine Missionary Baptist Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of $682.72, assessed against the Progressive True Vine Missionary Baptist Church, 560 North Lawler Avenue.

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

REFUND OF LICENSE FEES.

Day Care Center.

K.A.M. Isaiah Israel Nursery School.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $75.00 to K.A.M. Isaiah Israel Nursery School, 5039 South Greenwood Avenue, representing payment of Day Care Center License fee (Code 1584/Class I).

Wings Pre-School, Inc.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $75.00 paid for an annual license fee for year 1995 charged against Wings Pre-School, Inc., 6337 West Cornelia Avenue.

Food Dispenser.

American Legion Rogers Park Post Number 108.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $300.00 to the American Legion Rogers Park Post Number 108, 6908 North Clark Street, representing payment of Food Dispenser License fee (Code 1301/Class I) for the period of November 16, 1995 through November 15, 1996.

Croatian Cultural Center, Inc.

Ordered, That the City Comptroller is hereby authorized and directed to

refund the amount of $660.00 to Croatian Cultural Center, Inc., 2845 West Devon Avenue, representing payment of Food Dispenser License fees (Code 1302) for the period from May 16, 1994 to May 15, 1995 and May 16, 1995 to May 15, 1996.

Liquor Club.

Croatian Cultural Center, Inc.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $250.00 to Croatian Cultural Center, Inc., 2845 West Devon Avenue, representing payment of the Liquor Club License fee (Code 1473) for the period of November 16, 1995 to May 15, 1996.

Motor Vehicle Repair/Engine Only.

Hull House Association (Doing Business As Project T.E.A.M.).

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $250.00 to the Hull House Association, doing business as Project T.E.A.M., 5650 North Western Avenue, representing payment of a Motor Vehicle Repair/Engine Only License fee (Code 1569).

Public Place Of Amusement.

American Legion Rogers Park Post Number 108.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $45.00 to the American Legion Rogers Park Post Number 108, 6508 North Clark Street, representing a deposit on Public

Place of Amusement License fee (Code 1042/Class II) for the period of November 16, 1995 through November 15, 1996.

Special Event.

Old Saint Patrick's Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $1,375.00 to Old Saint Patrick's Church, 700 West Adams Street.

REFUND OF PERMIT FEES.

Building.

Jewish Federation Of Metropolitan Chicago.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $1,279.00 to the Jewish Federation of Metropolitan Chicago, One South Franklin Street.

Saint James Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $531.04 to Saint James Church, 9256 South Lafayette Avenue, a not-for-profit organization.

Building And Electrical.

Columbia College Chicago.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $6,275.00 to Columbia College Chicago, 600 South Michigan Avenue.

Construction.

Marillac Social Center.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $35,317.45 to the Marillac Social Center, 212 South Francisco Avenue, representing payment of permit fees for construction projects at 2822 West Jackson Boulevard and 212 South Francisco Avenue, as follows:

Permit Number	Type	Amount
24036 (special deposit) paid June 7, 1994	Tapping and termination service fees at 2822 West Jackson Boulevard	$ 5,300.00
941981 (special deposit) paid May 12, 1994	Inspection fees for the underground sewers in interior only of the building at 2822 West Jackson Boulevard	1,058.00
Warrant Number L1-400126 paid December 23, 1994	For maintaining electrical equipment at 208 South Francisco Avenue	11,000.00
Special deposit for Permit Number 944154	For installation of pipes, manholes, etc. inspection fee ($771.30 + $808.15)	1,579.45

Permit Number	Type	Amount
Special deposit Number 26408 paid October 27, 1994	For three private meter tests, etc. at 212 South Francisco Avenue	$ 105.00
Number 1483/ Department of Revenue paid October 27, 1994	Restoration fees ($950.00 + $425.00)	1,375.00
Special deposit Number 11422 Permit Numbers 2461886 and 2461889	Water cutoff, etc. 212 South Francisco Avenue	$14,900.00

Driveway Construction.

Harris Temple Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $25.00 to the Harris Temple Church, 10558 South Michigan Avenue, representing payment of an application fee for proposed construction of a driveway (Permit Number 2554582).

AUTHORIZATION FOR CANCELLATION OF DEMOLITION LIEN ISSUED AGAINST FREEDOM TEMPLE CHURCH.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance, presented by Alderman Troutman (20th Ward), authorizing the waiver, release and cancellation of a demolition lien issued against Freedom Temple Church, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized and directed to waive, cancel and release demolition lien(s), in the amount of $4,630.00 entered against the Freedom Temple Church, 6029 -- 6031 South Champlain Avenue.

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

EXEMPTION OF SHRINERS HOSPITAL FOR CRIPPLED CHILDREN FROM PAYMENT OF ALL CITY FEES FOR YEAR 1996.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance, presented by Alderman Banks (36th Ward), authorizing the issuance of all city permits, free of charge, to Shriners Hospital for Crippled Children for the year 1996 (no maternity unit), 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of 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, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to the Shriners Hospital for Crippled Children, a not-for-profit Illinois corporation, related to the erection and maintenance of the building(s) located at 2211 North Oak Park Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Shriners Hospital for Crippled Children, a not-for-profit Illinois corporation, located at 2211 North Oak Park Avenue, engaged in medical and related activities, shall be exempt from the payment of City license fees, and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. The Shriners Hospital for Crippled Children shall be entitled to a refund of City fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1996.

AUTHORIZATION FOR CANCELLATION OF FEES FOR EMERGENCY MEDICAL SERVICES ADMINISTERED TO MR. JOSEPH FIALI.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order, presented by Alderman Schulter (47th Ward), authorizing the cancellation of fees for emergency medical services administered to Mr. Joseph Fiali, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel Invoice No. 7209246-2, in the amount of $40.60, for emergency medical services rendered on December 11, 1993, to Joseph Fiali of 2415 West Byron Street, by paramedics of the City of Chicago Fire Department.

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

The Committee on Finance submitted the following report:

CHICAGO, December 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

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

Name And Address	Warrant Number And Type Of Inspection	Amount
Anixter Center for Rehabilitation and Training of Disabled Children (various locations)	B1-508451 (Bldg.)	$ 40.00
	P1-503085 (Fuel Burn. Equip.)	420.00
Byron Center/The Anixter Center 6050 North California Avenue	A1-503996 (Elev.)	60.00
Chinese Benevolent Association 250 West 22nd Place	B1-418622 (Bldg.)	40.00
Edgewater Medical Center (various locations)	D1-514513 (Sign)	22.00
	D1-514514 (Sign)	22.00
	D1-514515 (Sign)	22.00
	P1-503176 (Fuel Burn. Equip.)	45.00
Jane Adams Center 3212 North Broadway	D1-429893 (Sign)	22.00
Our Lady of the Resurrection Hospital (various locations)	B4-400048 (Instit.)	143.00
	B4-400049 (Instit.)	207.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	B4-400234 (Instit.)	$159.00
	B4-400236 (Instit.)	143.00
Our Lady of the Resurrection Medical Center 5645 West Addison Street	R1-509342 (Drwy.)	143.00
Our Lady of the Resurrection Professional Building 5600 West Addison Street	B1-511359 (Bldg.)	60.00
Safer Foundation (various locations)	A1-401813 (Elev.)	120.00
	A1-500582 (Elev.)	120.00
	B1-412877 (Bldg.)	60.00
	D1-426524 (Sign)	22.00
	D1-426525 (Sign)	22.00
	D1-426526 (Sign.)	22.00
	D1-426527 (Sign)	22.00
	D1-426528 (Sign)	22.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	D1-426529 (Sign)	$22.00
	F4-500396 (Mech. Vent.)	40.00
	P1-500565 (Fuel Burn. Equip.)	45.00
Saint Catherine of Genoa 640 West 118th Street	B1-016267 (Bldg.)	31.00
	B1-111830 (Bldg.)	31.00
	B1-308369 (Bldg.)	31.00
	B1-403811 (Bldg.)	40.00
	B1-509249 (Bldg.)	40.00
Saint Elizabeth Hospital 1431 North Claremont Avenue	D1-510161 (Sign)	38.00
	D1-510162 (Sign)	38.00
	D1-510163 (Sign)	38.00
	D1-510164 (Sign)	38.00
	D1-510165 (Sign)	38.00
	D1-510166 (Sign)	38.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	D1-511499 (Sign)	$ 38.00
	D1-511501 (Sign)	38.00
	D1-511502 (Sign)	22.00
	D1-511530 (Sign)	44.00
	D1-511531 (Sign)	44.00
Saint Mary of Providence Home for Intermediate Care and Development 4250 North McVicker Avenue	B4-500059 (Instit.)	47.00
Saint Paul's House and Medical Center 2800 West Grace Street	P1-203013 (Fuel Burn. Equip.)	829.00
Swedish American Museum Center 5211 North Clark Street	A1-502892 (Elev.)	60.00
	B1-515820 (Bldg.)	40.00
	D1-513163 (Sign)	22.00

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, December 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 firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 13584 through 13588 of this Journal.]

; 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 13589 through 13590 of this Journal.]

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACCARDO	ROSEMARY	POLICE OFFICER	SIXTEENTH DISTRICT	11/27/91	725.00
ACOX	ERWIN	POLICE OFFICER	EIGHTEENTH DISTRICT	7/19/95	382.00
AMMONS	MARILYN J	POLICE OFFICER	SECOND DISTRICT	9/06/95	340.00
AXIUM	JACK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/21/95	291.20
BARNES	TANYA	POLICE OFFICER	FIFTH DISTRICT	9/06/95	105.00
BARRETT	DAVID	POLICE OFFICER	NINTH DISTRICT	2/01/95	561.00
BATES	JACQUELYN	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/19/95	331.00
BEDNAREK JR	RICHARD F	POLICE OFFICER	TENTH DISTRICT	9/15/95	98.50
BISZEWSKI	LEONARD J	POLICE OFFICER	UNKNOWN	9/15/95	204.00
BOLECH	ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/21/95	381.20
BOLEN	JAMES B	POLICE OFFICER	SEVENTH DISTRICT	9/17/95	155.50
BRANTLEY	DARREL I	POLICE OFFICER	THIRD DISTRICT	10/26/94	261.50
BRODERSON	PATRICIA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/19/94	200.75
BROWN	CORNELIUS R	POLICE OFFICER	RECRUIT TRAINING	6/28/95	215.00
BURNETTE	MICHAEL S	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/08/95	642.00
BURTON	CRAIG E	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/07/95	2301.96
CALLAHAN	HARRY J	POLICE OFFICER	TENTH DISTRICT	9/13/95	81.50
CARDO	JOSE G	POLICE OFFICER	THIRTEENTH DISTRICT	9/05/95	395.25
CAREY	JOHN P	POLICE OFFICER	CRIME LABORATORY DIVISION	9/14/95	444.00
CATO	ERNEST	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	9/10/95	108.00
CEGIELSKI	JASON C	POLICE OFFICER	NINTH DISTRICT	9/22/95	98.50
CIUKOWSKI	JOSEPH C	POLICE OFFICER	EIGHTEENTH DISTRICT	9/23/95	180.33
CLAS	JUAN	POLICE OFFICER	ELEVENTH DISTRICT	9/06/95	309.47
COLEMAN	CHRISTOPHER P	POLICE OFFICER	ELEVENTH DISTRICT	9/19/95	147.00
COLLIER	KENT E	POLICE OFFICER	FOURTEENTH DISTRICT	9/27/95	209.90
CONDREVA	RONALD E	POLICE OFFICER	SEVENTH DISTRICT	12/17/94	22.00
CONLEY	THOMAS N	POLICE OFFICER	NINETEENTH DISTRICT	9/22/95	109.00
CONWAY	THOMAS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/27/95	311.77
COOLEY	RAYMOND	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	9/22/95	366.00
COTTON	LINDA	POLICE OFFICER	THIRD DISTRICT	7/22/95	305.99
DALTO	ALYCE M	POLICE OFFICER	EIGHTH DISTRICT	2/24/85	4273.00
DARLING-MCKENDRY	MARY	POLICE OFFICER	FIRST DISTRICT	9/06/95	120.00
DIAZ	DANIEL	POLICE OFFICER	THIRTEENTH DISTRICT	9/04/95	704.80
DIENETHAL	KENNETH P	POLICE OFFICER	SIXTEENTH DISTRICT	9/04/95	46.00
DILLON	COLEEN C	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/01/95	220.50
DOEDEN	MARY EILEEN	POLICE OFFICER	TWENTIETH DISTRICT	9/11/95	126.00
DOMAGALA	BERNARD	POLICE OFFICER	UNKNOWN	7/14/88	47720.40
DOTY	JOHN M	POLICE OFFICER	SEVENTH DISTRICT	9/15/95	251.00
DOWLING	PATRICIA A	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/05/95	158.00
ELIZONDO	ROSA M	POLICE OFFICER	RECRUIT TRAINING	9/06/95	229.05
ELLERMAN	GEORGE F	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	8/25/95	489.20
EVANS	RONALD W	POLICE OFFICER	FIFTH DISTRICT	9/25/95	401.00
FLEMING	MICHAEL J	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	8/17/95	350.00
FLOWERS	ANTHONY	POLICE OFFICER	NINTH DISTRICT	9/18/95	53.19
FRANCIS	NEIL	POLICE OFFICER	FIRST DISTRICT	8/12/94	1778.72
GABER	FRANK	POLICE OFFICER	TENTH DISTRICT	9/23/95	452.32
GADOMSKI	RAYMOND A	POLICE OFFICER	PARKING ENFORCEMENT UNIT	10/13/95	481.38
GALLEGOS	ABEL A	POLICE OFFICER	PARKING ENFORCEMENT UNIT	9/30/95	415.87
GARCIA	WILMAN	POLICE OFFICER	FOURTEENTH DISTRICT	9/18/95	565.30

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
OLIWA	ROBERT C	POLICE OFFICER	ELEVENTH DISTRICT	9/20/95	573.07
GOMEZ	MIGUEL A	POLICE OFFICER	THIRTEENTH DISTRICT	9/28/95	238.00
GORSKI	JASON M	POLICE OFFICER	RECRUIT TRAINING	9/05/95	850.00
GRIEB	WILLIAM K	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/23/95	85.00
HALJEAN	RICHARD	POLICE OFFICER	FIFTEENTH DISTRICT	9/09/95	207.04
HAMILTON	GERALD H	POLICE OFFICER	THIRD DISTRICT	4/17/94	200.00
HENRY	LAURA D	POLICE OFFICER	TWENTIETH DISTRICT	9/11/95	405.00
HERRING	PATRICIA	POLICE OFFICER	SEVENTH DISTRICT	8/25/93	56.00
HIGGINS	FRANCIS R	POLICE OFFICER	SECOND DISTRICT	9/25/95	194.40
HILLMAN	JOHN	POLICE OFFICER	FOURTEENTH DISTRICT	9/06/95	97.40
HOUSE	RICHARD	POLICE OFFICER	THIRD DISTRICT	9/15/86	910.00
HUDSON	WILLIAM	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/04/95	703.40
HURLEY	SUSAN	POLICE OFFICER	SIXTEENTH DISTRICT	9/11/95	32.00
JACKSON	EDWARD L	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	9129.76
JACKSON	TALMITCH	POLICE OFFICER	THIRD DISTRICT	9/10/94	180.00
JACOBSEN	ROBERT W	POLICE OFFICER	INTERSECTION CONTROL UNIT	9/18/95	225.00
JEMERSON	WILLIE	POLICE OFFICER	THIRD DISTRICT	9/30/95	691.55
JOHNSON	LAVELL V	POLICE OFFICER	SECOND DISTRICT	9/13/94	272.32
JONES-WILSON	LOUISE	POLICE OFFICER	NARCOTICS SECTION	8/21/95	297.60
KARNEY	CHRISTOPHER	POLICE OFFICER	TWENTIETH DISTRICT	9/06/95	329.30
KAZUPSKI	EDWARD R	POLICE OFFICER	SEVENTH DISTRICT	3/13/95	1395.00
KELLY	JAMES	POLICE OFFICER	NINETEENTH DISTRICT	9/04/95	258.00
KING	ROBERT	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/29/95	226.25
KLUPT	SAUL E	POLICE OFFICER	EIGHTEENTH DISTRICT	7/04/94	130.00
KOTLARZ	JOHN F	POLICE OFFICER	THIRTEENTH DISTRICT	9/01/95	980.00
KOZLOWSKI-WRIGHT	DIANE M	POLICE OFFICER	TWELFTH DISTRICT	6/09/95	460.00
KROETZ	TANYA	POLICE OFFICER	THIRTEENTH DISTRICT	8/24/95	116.75
KULBIDA	MICHAEL	POLICE OFFICER	ELEVENTH DISTRICT	9/06/95	216.00
LABRESH	DONALD J	POLICE OFFICER	ELEVENTH DISTRICT	8/10/94	320.00
LEBOEUF	EUGENE M	POLICE OFFICER	SEVENTEENTH DISTRICT	7/02/95	115.00
LEODORO	MICHAEL J	POLICE OFFICER	EIGHTH DISTRICT	11/17/94	75.00
LUTHER	PATRICIA L	POLICE OFFICER	NINETEENTH DISTRICT	3/09/95	268.16
MAGLIANO	MICHAEL P	POLICE OFFICER	FIFTH DISTRICT	4/05/79	3057.00
MARKULIS	ANDREW	POLICE OFFICER	YOUTH DIVISION AREA FOUR	5/05/94	116.00
MATHIS	DOLORES	POLICE OFFICER	FIFTH DISTRICT	7/12/94	150.00
MCCOY	DONALD M	POLICE OFFICER	SECOND DISTRICT	4/27/95	630.00
MCGEE	JOHN T	POLICE OFFICER	NINTH DISTRICT	5/19/95	1092.00
MCGIVNEY	ROBERT	POLICE OFFICER	TWELFTH DISTRICT	6/30/95	10021.29
MEDOW	BRANDON	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/14/95	201.52
OHLSON	GARY	POLICE OFFICER	FOURTEENTH DISTRICT	6/08/95	125.00
PAYTON	THOMAS R	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/29/95	49.00
PECK	RICHARD E	POLICE OFFICER	NARCOTICS SECTION	10/05/94	190.00
PERKINS	NORRIS	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/17/95	476.00
PHILLIPS	SAMELLA	POLICE OFFICER	TWENTIETH DISTRICT	10/03/92	303.00
PIERCE	TERRENCE	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/02/95	248.00
PIKULA	DAVID A	POLICE OFFICER	SEVENTH DISTRICT	2/04/95	65.00
POLLARD	JIMMIE L	POLICE OFFICER	UNKNOWN	1/24/95	325.00
PONTECORE	RONALD	POLICE OFFICER	TENTH DISTRICT	8/25/95	211.95
PORADZISZ	DAVID J	POLICE OFFICER	TENTH DISTRICT	6/14/95	1240.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PREROST-SCHLOSS	ALLISON J	POLICE OFFICER	EIGHTEENTH DISTRICT	2/28/93	122.32
PRZYBYLSKI	SUZANNE M	POLICE OFFICER	NINTH DISTRICT	7/25/95	656.00
RAKE	ELLEN F	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/13/94	65.00
RATAJCZAK	KATHLEEN	POLICE OFFICER	FOURTH DISTRICT	8/08/95	269.50
RICHARDS	EDWARD A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/01/95	240.35
RICHARDSON	EDWARD J	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/18/95	1250.00
RICHLIK	BRUCE V	POLICE OFFICER	FOURTH DISTRICT	8/24/95	466.00
RIHANI	STEVEN J	POLICE OFFICER	SEVENTEENTH DISTRICT	4/27/95	2035.00
RILEY	RANDOLPH	POLICE OFFICER	SEVENTH DISTRICT	8/16/95	189.65
RODRIGUEZ	JOSE M	POLICE OFFICER	FOURTEENTH DISTRICT	1/15/93	192.00
RODRIGUEZ	JOSE M	POLICE OFFICER	FOURTEENTH DISTRICT	8/17/95	57.00
RODRIGUEZ	PEDRO	POLICE OFFICER	TENTH DISTRICT	8/16/95	186.60
RODRIGUEZ-SISLER	SOCORRO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/02/95	37.59
ROMANOWSKI	ANTHONY	POLICE OFFICER	NINTH DISTRICT	9/14/94	188.00
ROSADO	BENNY	POLICE OFFICER	THIRTEENTH DISTRICT	8/14/95	187.30
ROSAS	DANIEL J	POLICE OFFICER	SEVENTH DISTRICT	8/08/95	251.00
RUBEL	JOHN J	POLICE OFFICER	THIRTEENTH DISTRICT	8/25/94	428.82
RYCRAW	CHERYL L	POLICE OFFICER	SIXTH DISTRICT	4/27/95	202.00
SALADINO	CARLOS	POLICE OFFICER	FOURTEENTH DISTRICT	3/28/94	90.00
SAMUEL	MIKIE E	POLICE OFFICER	THIRD DISTRICT	11/01/94	921.40
SAMUELS	KATHY F	POLICE OFFICER	RECRUIT TRAINING	12/01/92	30.00
SANCHEZ	ROBERT	POLICE OFFICER	TWELFTH DISTRICT	8/10/95	188.00
SCALLON	JAMES F	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/29/94	355.00
SCHAFFER	JOHN E	POLICE OFFICER	MOUNTED UNIT	3/27/93	120.00
SCHERER	SANDRA	POLICE OFFICER	FIFTEENTH DISTRICT	8/17/95	111.00
SCHOBER	WILLIAM	POLICE OFFICER	TWENTIETH DISTRICT	8/16/95	344.70
SCHODTLER	JAMES	POLICE OFFICER	TWENTIETH DISTRICT	2/15/92	450.00
SCHWIEGER	STEVE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/28/95	130.00
SCORNAVACCO	MICHAEL J	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION B	8/31/94	55.25
SEGAL	MARY K	POLICE OFFICER	ELEVENTH DISTRICT	3/14/95	260.00
SELTZER	MYRON D	POLICE OFFICER	EIGHTEENTH DISTRICT	8/19/95	79.00
SHERWOOD	BRIAN	POLICE OFFICER	SEVENTH DISTRICT	7/08/95	115.00
SILVA	ALEJANDRO	POLICE OFFICER	ELEVENTH DISTRICT	8/06/95	40.75
SMITH	JAMES A	POLICE OFFICER	SIXTEENTH DISTRICT	8/12/95	27.00
SOLAVA	JUDITH M	POLICE OFFICER	SEVENTH DISTRICT	4/28/94	902.00
SOSNOWSKI	JOSEPH R	POLICE OFFICER	TENTH DISTRICT	6/22/93	745.00
SPARANO	FREDERICK K	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/05/95	27.00
STANNISH	MICHAEL	POLICE OFFICER	FOURTH DISTRICT	8/05/95	23.00
STOCKER	LEONARD	POLICE OFFICER	FOURTH DISTRICT	8/23/95	491.50
STOKES	ALEX	POLICE OFFICER	SEVENTH DISTRICT	8/20/95	263.00
STOVER	DANNY	POLICE OFFICER	FOURTH DISTRICT	8/27/95	453.50
STRAUSS	ANTHONY	POLICE OFFICER	FOURTEENTH DISTRICT	8/18/95	82.70
SULLINS	EDWARD J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/09/95	195.00
TATE	SHIRLEY	POLICE OFFICER	FIFTH DISTRICT	2/18/95	115.00
TATE	TYRONE	POLICE OFFICER	NINETEENTH DISTRICT	1/16/95	42.00
TAYLOR	CEDRIC F	POLICE OFFICER	SEVENTH DISTRICT	6/03/95	270.00
TERESI	RICHARD B	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/13/95	220.74
TOVAR-DEL RIO	JOSEPHINE V	POLICE OFFICER	FIFTH DISTRICT	8/30/95	158.00
TRIPOLI	JOSEPH A	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/05/95	445.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/95

REGULAR ORDERS

********* EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TYLER	STEVE C	POLICE OFFICER	NARCOTICS SECTION	10/05/94	1394.50
WALSH	JAMES	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/16/95	1661.00
WALTER	MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	8/24/95	349.44
WALTHER	DIANE L	POLICE OFFICER	THIRTEENTH DISTRICT	8/10/95	1460.75
WARNER	CHRISTINA C	POLICE OFFICER	SEVENTEENTH DISTRICT	8/15/95	164.88
WATKINS	PAMELA C	POLICE OFFICER	THIRD DISTRICT	8/19/95	143.99
WATSON	LARRY W	POLICE OFFICER	PARKING ENFORCEMENT UNIT	8/09/95	418.00
WESSON	DARRELL	POLICE OFFICER	ELEVENTH DISTRICT	7/20/95	233.50
WHITE	GLENN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/29/95	32.00
WILLIAMS	THOMAS P	POLICE OFFICER	FOURTH DISTRICT	8/15/95	542.50
WILSON	JOHN	POLICE OFFICER	SEVENTEENTH DISTRICT	8/20/95	850.00
WINSBERG	JERI L	POLICE OFFICER	FIRST DISTRICT	4/13/95	41.00
WINSBERG	JERI L	POLICE OFFICER	FIRST DISTRICT	8/13/95	170.00
WLEZIEN	THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	8/08/95	82.70
WOOTEN	YVETTE M	POLICE OFFICER	RECRUIT TRAINING	8/14/95	583.00
WORTHAM	BERNARD	POLICE OFFICER	THIRD DISTRICT	8/15/95	227.60
WOTRING	JOHN J	POLICE OFFICER	EIGHTEENTH DISTRICT	8/10/95	413.68
YOUNG	LARRY D	POLICE OFFICER	FIFTEENTH DISTRICT	10/15/94	240.00
ZAJAC	VINCE V	POLICE OFFICER	SEVENTH DISTRICT	8/29/95	147.00
ZALALIS	LEE W	POLICE OFFICER	FOURTH DISTRICT	8/18/95	198.00
ZAPRZALKA	CHRISTINE A	POLICE OFFICER	SEVENTEENTH DISTRICT	8/09/95	284.40
ZOCH	JOHN	POLICE OFFICER	TWENTIETH DISTRICT	3/05/93	4218.34
ALLEN	VERDIE	FIREFIGHTER	EMERGENCY MEDICAL SERVICES HDQ	6/21/95	22.00
ASENCIO	RITA	PARAMEDIC	UNKNOWN	8/26/95	602.50
BATIZ	ALBERT	PARAMEDIC	AMBULANCE 45	8/31/94	97.00
BIONDO	BARRY	FIREFIGHTER	TRUCK 30	11/17/94	2293.00
BOMBENGER	THOMAS	LIEUTENANT	ENGINE COMPANY 121	10/27/85	165.00
BRADY	CHARLES	LIEUTENANT	ENGINE COMPANY 79	5/16/94	375.00
BRANNIGAN	MICHAEL	FIREFIGHTER	ENGINE COMPANY 77	9/14/95	360.00
CASSERLY	LAURENCE	CAPTAIN	UNKNOWN	8/03/95	134.00
CORDT	ROBERT	PARAMEDIC	AMBULANCE 43	9/19/95	62.00
COSGROVE	WILLIAM	FIREFIGHTER	UNKNOWN	6/15/95	2363.20
CRUZ	ENRIQUE	FIREFIGHTER	ENGINE COMPANY 8	9/16/95	85.00
DEENIHAN	BRIAN	FIREFIGHTER	TRUCK 30	11/17/93	1500.00
ELLIS	JAMES	FIREFIGHTER	ENGINE COMPANY 115	9/30/95	60.00
ENHELDER	PAUL	LIEUTENANT	ENGINE COMPANY 63	9/06/95	346.40
FATA	MICHAEL	FIREFIGHTER	ENGINE COMPANY 56	7/26/95	670.00
FINN	JOHN P	LIEUTENANT	TRUCK 15	8/14/93	1676.51
FISHER	GEORGE	FIREFIGHTER	SNORKEL SQUAD 3	5/12/95	805.00
FRAIN	WILLIAM	FIREFIGHTER	UNKNOWN	5/31/95	1470.00
FRICKS	GREGORY	PARAMEDIC	UNKNOWN	9/30/95	443.60
FURLONG	JAMES F	FIREFIGHTER	ENGINE COMPANY 108	9/25/95	201.00
GANSEL	KEITH	FIREFIGHTER	SQUAD 4	8/21/95	1093.00
GARDLEY	MAMIE	PARAMEDIC	AMBULANCE 15	12/08/91	1020.00
GAYDA	WAYNE	FIREFIGHTER	TRUCK 32	10/21/94	922.00
GIBSON	DOMINIC	FIREFIGHTER	TRUCK 58	7/15/95	125.00
GILLEN	SCOTTN	FIREFIGHTER	ENGINE COMPANY 126	9/30/95	421.00
GLENNON	JOHN R	PARAMEDIC	AMBULANCE 31	4/08/95	161.14
GONZALEZ	JAIME	FIREFIGHTER	TRUCK 5	1/12/95	65.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/95

REGULAR ORDERS

******* EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GRIFFIN	ROBERT L	ENGINEER	ENGINE COMPANY 38	9/29/95	410.00
GUSS	EDWARD	PARAMEDIC	AMBULANCE 3	9/12/95	313.60
GUTIERREZ	BERNADETTE	PARAMEDIC	UNKNOWN	8/18/95	72.00
GUTIERREZ	BERNADETTE	PARAMEDIC	UNKNOWN	9/14/95	273.00
HARPER	RUSSELL	FIREFIGHTER	TRUCK 14	11/01/94	30.00
HARTE	WILLIAM	CAPTAIN	EMS DISTRICT 4 HEADQUARTERS &	8/16/95	1955.00
HEALY	PATRICK	ENGINEER	UNKNOWN	9/12/95	30.00
HOEH	JOHN	PARAMEDIC	UNKNOWN	10/08/94	728.96
HOOKER	MICHAEL	LIEUTENANT	DISTRICT RELIEF 6	7/13/88	87.30
IZZO	JOHN	LIEUTENANT	TRUCK 10	9/06/95	242.00
JONES	KEVIN	FIREFIGHTER	TRUCK 11	9/05/95	396.20
KELLY	PETER	FIREFIGHTER	TRUCK 10	8/11/95	182.00
KISH	JOSEPH	FIREFIGHTER	SQUAD 2	9/15/95	916.02
KOTLARZ	STANLEY T	CAPTAIN	TRUCK 3	9/09/95	179.00
KWITKA	VICTOR	FIREFIGHTER	UNKNOWN	9/09/95	40.00
LOPEZ	MANUEL	FIREFIGHTER	ENGINE COMPANY 99	9/17/95	202.95
MARKHAM	THOMAS	LIEUTENANT	ENGINE COMPANY 76	9/26/95	63.00
MCANDREW	JOHN	FIREFIGHTER	TRUCK 36	7/01/95	198.90
MILTON	THOMAS	LIEUTENANT	ENGINE COMPANY 95	9/13/95	1865.55
MORDAN	MATTHEW	PARAMEDIC	UNKNOWN	9/14/95	147.00
MROZEK	ROBERT	LIEUTENANT	ENGINE COMPANY 95	9/02/95	183.25
MUSA	JOHNNY	PARAMEDIC	UNKNOWN	8/06/95	204.00
O'SHEA	NICHOLAS	FIREFIGHTER	ENGINE COMPANY 70	9/23/95	114.00
OCONNELL	MICHAEL	FIREFIGHTER	SQUAD 2	9/11/95	54.00
OMALLEY	STEPHEN	FIREFIGHTER	ENGINE COMPANY 109	9/21/95	330.00
PARKER	BRUCE	FIREFIGHTER	ENGINE COMPANY 77	9/13/95	263.10
PETRASEK	FRANK	LIEUTENANT	ENGINE COMPANY 99	9/13/95	283.05
PIIRONEN	DAVID	PARAMEDIC	UNKNOWN	1/27/91	79.94
PLUTA	JOHN	PARAMEDIC	AMBULANCE 35	9/04/89	103.75
POLIVKA	RICHARD	FIREFIGHTER	ENGINE COMPANY 15	9/13/95	5575.63
POWELL	JAMES	FIREFIGHTER	TRUCK 37	7/30/95	482.90
ROBINSON	JOYCE	PARAMEDIC	AMBULANCE 15	6/08/94	1270.29
ROSA	JOHN	PARAMEDIC	AMBULANCE 47	8/24/95	152.00
SAMPSON	KEVIN	FIREFIGHTER	TRUCK 21	9/27/95	1330.00
SEXTON	PATRICK	FIREFIGHTER	ENGINE COMPANY 18	10/18/94	159.00
SLOYAN	ANDREW	FIREFIGHTER	ENGINE COMPANY 60	11/03/94	231.00
SMITH	ROSSYE	FIREFIGHTER	TRUCK 27	8/15/95	420.00
STANSKI	RAYMOND	FIREFIGHTER	ENGINE COMPANY 112	8/21/95	203.00
STEWART	JESSIE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	250.00
SUTTON	DAVID	PARAMEDIC	AMBULANCE 35	11/30/94	704.00
THOMAS	DAVID	PARAMEDIC	AMBULANCE 10	9/10/95	32.00
TREMMEL	JAMES	FIREFIGHTER	ENGINE COMPANY 84	1/16/95	29.00
TURNER	ROY	FIREFIGHTER	TRUCK 38	9/06/95	549.90
VIRAMONTES	PAUL	FIREFIGHTER	TRUCK 39	9/14/95	201.63
WALCHUK	VICTOR	PARAMEDIC	SQUAD 2	9/15/95	1002.15
WARD	JAMES	FIREFIGHTER	TRUCK 53	9/26/95	284.40
WELLS	LAWRENCE	FIREFIGHTER	TRUCK 42	4/19/95	60.39
YBARRA	MARCELINO	FIREFIGHTER	TRUCK 17	6/16/95	138.50
ZAYAS	EDWIN	PARAMEDIC	ENGINE COMPANY 22	9/13/95	638.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ATKINS	TINA	POLICE OFFICER	SEVENTH DISTRICT	9/16/95	420.50
AYERS	THOMAS F	POLICE OFFICER	EIGHTEENTH DISTRICT	2/16/94	6.70
BEDIA	ALFRED Q	POLICE OFFICER	TWELFTH DISTRICT	9/15/95	114.00
BRADFORD	MELVA A	POLICE OFFICER	GUN REGISTRATION SECTION	9/08/95	2165.40
CAGNEY	EDWARD	POLICE OFFICER	EIGHTEENTH DISTRICT	9/18/95	277.39
COLON	RICARDO	POLICE OFFICER	THIRTEENTH DISTRICT	9/11/95	381.65
CONWAY	CARLOS	POLICE OFFICER	SEVENTH DISTRICT	9/16/95	147.00
CRIVOKAPICH	DONALD	POLICE OFFICER	FIFTH DISTRICT	9/13/94	28477.37
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	17577.00
DANIELS	DAVID L	POLICE OFFICER	EIGHTH DISTRICT	9/30/95	940.00
DECOLIGNY	MICHAEL	POLICE OFFICER	TWENTIETH DISTRICT	9/23/95	205.65
DIAZ	ANTONIO	POLICE OFFICER	TENTH DISTRICT	8/25/93	120.00
DOMENECH	GUS	POLICE OFFICER	FOURTEENTH DISTRICT	3/28/95	100.00
FRANCO-DELRASO	LUCIA E	POLICE OFFICER	TENTH DISTRICT	2/06/94	798.00
GAAL	CHRISTIAN M	POLICE OFFICER	FOURTH DISTRICT	9/01/95	850.00
GAWLICKI	LISA M	POLICE OFFICER	ELEVENTH DISTRICT	9/30/95	81.50
GLYNN	CHARLES	POLICE OFFICER	THIRTEENTH DISTRICT	9/26/95	53.00
GOFRON	JOHN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/17/95	32.00
GRAMZA	GEORGE J	POLICE OFFICER	TWENTIETH DISTRICT	7/19/95	175.00
IGLESIAS	CARLOS	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	9/06/95	130.00
KENNEALY	JAMES T	POLICE OFFICER	DETAIL UNIT	7/12/94	2431.00
KOSTRO	DENNIS	POLICE OFFICER	ENFORCEMENT SECTION	9/11/95	390.60
LEVANT	STEVEN	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	6/27/91	1520.00
MCCARTHY	ROBERT	POLICE OFFICER	FIRST DISTRICT	4/17/95	450.00
MCHUGH	JOHN M	POLICE OFFICER	INTELLIGENCE SECTION	5/21/95	1055.57
MELCHIORI	PATRICK	POLICE OFFICER	TWENTIETH DISTRICT	1/29/94	5029.97
MINT	RICHARD R	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/21/95	362.00
PARISI	AMIE	POLICE OFFICER	PREVENTIVE PROGRAMS DIVISION	9/15/92	3144.00
PESTKA	LEROY	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	1/19/94	540.00
PISTELLO	BERNARD	POLICE OFFICER	YOUTH DIVISION AREA TWO	11/03/94	34.98
POVOLO	JAMES R	POLICE OFFICER	SIXTEENTH DISTRICT	6/18/93	1326.90
PUCHALSKI	THERESE	POLICE OFFICER	FOURTH DISTRICT	7/04/95	125.00
QUATTROCCHI	MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	6/11/95	192.00
RAPP	MARLENE	POLICE OFFICER	TENTH DISTRICT	4/26/95	201.60
RENAULT-WOERNER	JANINE	POLICE OFFICER	TWELFTH DISTRICT	5/17/93	325.50
RITTENBERG	IVAN, M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/10/95	261.90
ROBINSON	MALCOLM	POLICE OFFICER	THIRD DISTRICT	8/04/95	1790.00
RODRIGUEZ	LYDIA E	POLICE OFFICER	RECRUIT TRAINING	6/21/95	30.30
RODRIGUEZ	THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	8/08/92	245.00
SAENZ	FRANCIS F	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/06/95	119.00
SALMASSI	JOHN	POLICE OFFICER	EIGHTEENTH DISTRICT	6/01/95	1289.35
SCHWIEGER	DAVID W	POLICE OFFICER	SEVENTEENTH DISTRICT	8/19/95	2237.30
SHARIF	SIDNEY	POLICE OFFICER	FIRST DISTRICT	8/10/95	1002.00
SIMANEK	KAREN J	POLICE OFFICER	RECRUIT TRAINING	4/27/95	1225.00
SKIPPER	NEIL J	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/06/95	75.00
SOFRENOVIC	MILORAD M	POLICE OFFICER	SIXTEENTH DISTRICT	8/25/95	884.00
STANTON	PATRICIA	POLICE OFFICER	NINETEENTH DISTRICT	5/26/95	201.52
TARR	HAROLD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/10/95	3950.00
TAYLOR	CHARLES H	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/27/93	2700.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/13/95

THIRD PARTY ORDERS

******* EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
THOMAS	TIMOTHY M	POLICE OFFICER	ELEVENTH DISTRICT	4/02/95	75.49
TOMALA	LARRY R	POLICE OFFICER	TENTH DISTRICT	8/11/95	187.20
TORRES	WANDA I	POLICE OFFICER	FOURTEENTH DISTRICT	1/08/95	88.00
TYLER	MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	8/23/95	110.80
URBANIAK	ANTHONY	POLICE OFFICER	TWELFTH DISTRICT	10/18/92	2940.80
WALKER	JAMES A	POLICE OFFICER	EIGHTEENTH DISTRICT	8/23/95	1387.00
WATSON	LARRY W	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/04/95	1132.50
WITTHOEFT	WARREN M	POLICE OFFICER	NINTH DISTRICT	8/22/95	734.00
WNUK	JULIAN C	POLICE OFFICER	TWELFTH DISTRICT	3/09/95	177.00
BUCKO	GEORGE	FIREFIGHTER	ENGINE COMPANY 69	7/16/95	44.00
COX	ELREE	CAPTAIN	UNKNOWN	3/03/95	135.88
EARL	PHYLLIS	FIREFIGHTER	TRUCK 10	7/14/88	130.00

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

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names,

said amount to be paid in full and final settlement on 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.

Commission On Animal Care And Control:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Raymond Polster 124 Chestnut Lane Wheeling, Illinois 60090	5/31/95 3701 South Damen Avenue	$1,500.00

Damage To Vehicle.

Department Of Fleet Management:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Martha M. Kern and State Farm Insurance Company Claim Office 185 North Randall Road Batavia, Illinois 60510	8/6/93 I-55 and South Pulaski Road	$461.00
Melvin Wilson 11411 South Avenue G Chicago, Illinois 60617	1/23/95 3812 South Iron Street	517.00

Damage To Vehicle.

Department Of General Services:
Account Number 100-99-1005-0934-0934.

Name And Address	Date And Location	Amount
Marlene S. Totaro 925 West 34th Place Chicago, Illinois 60608	10/29/94 1224 West Van Buren Street	$353.00

Damage To Property.

Department Of Police:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Marge Davis 4473 North Keokuk Avenue Chicago, Illinois 60630	12/3/94 4473 North Keokuk Avenue	$ 51.80
Alfred Evans and Allstate Insurance Company P. O. Box 1027 Skokie, Illinois 60076	3/16/93 2233 South Avers Avenue	281.00 144.00*
Mitchell Fenn 3847 West Polk Street Chicago, Illinois 60624	8/30/93 3847 West Polk Street	170.75 196.25*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Manor Hayes 1211 West Marquette Road Chicago, Illinois 60636	8/28/94 1211 West Marquette Road	$1,500.00
Shirley McKenzie 2813 East 77th Place Chicago, Illinois 60649	10/18/94 6930 South Lowe Avenue	1,385.00
Renee Strickland 600 Cedar Ridge Lane Richton Park, Illinois 60471	9/6/94 8030 -- 8032 South Maryland Avenue	481.25 18.75*
Judge Vanderbilt 1825 East 79th Street Chicago, Illinois 60649	6/1/94 1825 East 79th Street (alley)	450.00

Damage To Vehicle.

Department Of Police:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Charles Arrieta 1215 South Euclid Berwyn, Illinois 60402	4/18/94 3932 West 26th Street	$ 497.00 415.00*
Myron Bilas 10119 Charlemont Avenue Englewood, Florida 34224	9/13/94 West Huron Street and North Leavitt Street	226.00 25.00*
Elizabeth Brown 4948 West 44th Place Chicago, Illinois 60638	8/31/94 4948 West 44th Place	1,189.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Kimberly Cajka and Safeco Insurance Company 2800 West Higgins Road Suite 1100 Hoffman Estates, Illinois 60195	4/14/93 3515 West 63rd Street	$1,230.00
Chicago School Transit (south) and Timothy D. O'Hare Suite 1108 120 West Madison Street Chicago, Illinois 60602	9/30/94 South Kimbark Avenue and East 82nd Street	234.13
Joanna Deporter 850 West Wrightwood Avenue Chicago, Illinois 60614	8/28/94 728 West Wrightwood Avenue	220.00
Sandra Dunn and Nationwide Insurance Company P.O. Box 1808 Columbus, Ohio 43216	4/17/94 West Diversey Parkway and North Racine Avenue	1,248.00
Cynthia A. Feyerer 3730 West 82nd Place Chicago, Illinois 60652	12/30/93 4001 West 59th Street	383.00 50.00*
Daphne Fleming 1473 West 73rd Street Chicago, Illinois 60636	12/4/93 6400 South Halsted Street	1,038.00 40.00*
Robert H. Grossman 5529 South Kimbark Avenue Chicago, Illinois 60637	8/11/92 5529 South Kimbark Avenue	300.00 100.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Mahdi Hayes 1225 North Marion Court Chicago, Illinois 60622	9/21/94 14th District Parking Lot	$ 245.00 305.00*
David S. Jenkin 2278 Eastman Drive New Brighton, Minnesota 55112	7/31/94 437 South Michigan Avenue	396.00
Donald Klett 1237 Temple Trails Stow, Ohio 44224	8/15/94 Police auto pound	625.00 25.00*
Marlon Martin 10723 South Cottage Grove Avenue Chicago, Illinois 60628	1/5/95 10723 South Cottage Grove Avenue	455.00 60.00*
Reginald McGee 6714 South Claremont Avenue Chicago, Illinois 60626	3/12/93 6700 South Claremont Avenue	545.75 168.25*
Daniel L. Minet and Allstate Insurance Company 9921 South Southwest Highway Oak Lawn, Illinois 60453	11/17/91 South Western Avenue and South Archer Avenue	1,300.00 100.00*
Vincent Rubin and State Farm Insurance Company 580 Waters Edge-Suite 200 Lombard, Illinois 60148	11/11/93 5219 South Wentworth Avenue (Police Parking Lot)	374.00
Stephanie R. Acrimbitt Number 404 1036 North Dearborn Street Chicago, Illinois 60610	9/22/93 I-55 and I-94	490.00 75.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Tarita Stewart and State Farm Insurance Co. Suite S 4220 West 95th Street Oak Lawn, Illinois 60453	9/8/94 218 West 109th Place	$ 430.00
Andrzej Taira Apartment 307 420 Eagle Drive Elk Grove Village, Illinois 60007	12/3/94 5158 North Cumberland Avenue	1,037.00
James and Judith Vogenthaler 2830 North Luna Avenue Chicago, Illinois 60641	8/24/94 2830 North Luna Avenue	79.38
Gerald Warsa 13306 South Mackinaw Avenue Chicago, Illinois 60633	11/15/93 868 North State Street	800.00

Damage To Vehicle.

Department Of Public Works/Administration Division: Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Becky Marie Feiler Apartment 1N 7522 North Eastlake Terrace Chicago, Illinois 60626	5/19/94 Attempted towing	$83.60 15.00*

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Revenue/Bureau Of Parking Enforcement:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Debra J. Foulkes 12227 South May Street Chicago, Illinois 60643	1/5/95 During towing	$558.50 142.50*
Harold Moore 8804 South Dante Avenue Chicago, Illinois 60619	6/12/95 9059 South Cottage Grove Avenue	242.00

Damage To Property.

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

Name And Address	Date And Location	Amount
Rosemarie Cosmano 5526 North Nordica Avenue Chicago, Illinois 60656	4/4/94 5526 North Nordica Avenue	$770.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Sondra Bailey Unit 2309 222 East Pearson Street Chicago, Illinois 60611	8/9/95 East Pearson Street and North Dewitt Place	$ 40.00
Eric Brenner Apartment 3E 1407 West Elmdale Avenue Chicago, Illinois 60660	5/10/94 4320 West Foster Avenue	213.00
Lena Delis 165 Ambleside Road Des Plaines, Illinois 60016	9/9/94 West Belle Plaine Avenue and North Narragansett Avenue	360.00
Evelyn M. Figueroa and State Farm Insurance Company 7230 North Caldwell Avenue Niles, Illinois 60714	1/19/95 2200 West Diversey Parkway	1,013.00
Robert J. Gunterberg 3215 West 27th Street Chicago, Illinois 60623	8/4/94 West 47th and South Kedzie Avenue (northwest corner)	337.00
Stephen J. Matelski 5528 South Kildare Avenue Chicago, Illinois 60629	6/15/95 West 51st and South Western Avenue	186.00

Name And Address	Date And Location	Amount
Maria Reyes and Allstate Insurance Company P.O. Box 1027 Skokie, Illinois 60076	7/13/93 1433 North St. Louis Avenue	$ 626.00
Sonia Viteri 5438 South Sawyer Avenue Chicago, Illinois 60632	10/6/94 West Grand Avenue and North Homan Avenue	1,210.00 40.00*

Damage To Property.

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

Name And Address	Date And Location	Amount
William M. Stevens 6031 North Kilbourn Avenue Chicago, Illinois 60646	8/2/95 6031 North Kilbourn Avenue	$250.00
Mildred Ward and Badger Mutual Insurance 1635 West National Avenue Milwaukee, Wisconsin 53204	11/27/93 10312 South Claremont Avenue (alley)	287.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
David S. Allen Unit A 1632 North Burling Street Chicago, Illinois 60614	4/24/94 3840 North Sheridan Road	$ 96.00
Lynda Allen 827 East 101st Street Chicago, Illinois 60628	1/8/94 7131 South Bennett Avenue	241.00
Marsha Marie Allen 3rd Floor 5250 South Michigan Avenue Chicago, Illinois 60615	5/11/94 East 91st and South Paxton Avenue	117.00 150.00*
Pamela J. Ashford 901 North Keeler Avenue Chicago, Illinois 60651	5/15/94 3200 West Chicago Avenue	230.00
Maija M. Balagot Unit C 2008 West Lunt Avenue Chicago, Illinois 60645	3/12/94 North Broadway and West Montrose Avenue	116.00 25.00*
William A. Bartkus 2214 West Homer Street Chicago, Illinois 60647	5/26/94 1635 West Fullerton Avenue	444.00 60.00*
David A. Bear 20 Kent Road Winnetka, Illinois 60093	5/27/94 1600 West Fullerton Avenue	214.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Richard A. Bertucci 3256 South Princeton Avenue Chicago, Illinois 60616	5/6/94 700 West Van Buren Street	$ 163.00
Block Electric Company and Royal Insurance Company 495 North Commons Drive Meridian Business Campus Aurora, Illinois 60504	3/3/94 West Lake Street and North Paulina Street	580.00
David Bourne 4640 South Lavergne Avenue Chicago, Illinois 60638	3/21/94 4400 West 47th Street	150.00
Barbara Bugajski 2547 North McVicker Avenue Chicago, Illinois 60639	6/29/94 2558 North Meade Avenue	239.00
Ralph Duane Burke 1326 121st Street Whiting, Indiana 46394	5/2/94 10441 South Indianapolis Avenue and 6331 South Lake Shore Drive	134.00
Robert J. Byrne and State Farm Insurance Company 5680 South Archer Avenue Attention: Subrogation Department Chicago, Illinois 60638	5/23/95 521 West 24th Place	809.00
Elsie L. Miles 10441 South Normal Avenue Chicago, Illinois 60628	3/7/94 South Union Avenue and West Taylor Street	70.00
Laithe S. Daniel Apartment 2 2424 West Fargo Avenue Chicago, Illinois 60645	2/19/94 2900 West Arthur Avenue	91.00

Name And Address	Date And Location	Amount
Exie Lean Hall-Holden 7133 South Langley Avenue Chicago, Illinois 60619	1/9/94 6121 South State Street	$ 840.00
James F. Brennan 2557 West 103rd Street Chicago, Illinois 60655	5/8/94 7900 South Pulaski Road	108.00
Frank Colaianni 1541 Stevens Drive Schaumburg, Illinois 60173	4/28/94 West Wrightwood Avenue and North McVickers Avenue	154.00
Rozanne Cooper Unit 707 2600 Golf Road Glenview, Illinois 60025	6/5/94 1711 West Fullerton Avenue	435.00
Debra E. Crucil 6204 West Melrose Street Chicago, Illinois 60634	4/25/94 2900 South California Avenue	184.00
Yamil Diaz-Deleon 7800 West 165th Place Tinley Park, Illinois 60477	3/11/94 4535 South Kedzie Avenue	82.00 50.00*
Elizabeth R. Doherty Unit 1S 5267 North Lind Avenue Chicago, Illinois 60630	5/22/94 5210 North Northwest Highway	57.63
Judith Dussmann 4947 North Karlov Avenue Chicago, Illinois 60630	11/12/93 5101 North Pulaski Road	132.00

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* City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Arturo Fernandez 3125 South Komensky Avenue Chicago, Illinois 60623	3/11/94 521 West Monroe Street	$ 135.00
Michael B. Garmon 175 Maplewood Road Riverside, Illinois 60546	2/24/94 2531 West 87th Street	82.00
Rick T. Gaylord 163 North Taylor Oak Park, Illinois 60304	3/13/94 7131 South Bennett Avenue	69.00
Cheryl Sue Gorenberg 369 South Prairie Meadow Lane Vernon Hills, Illinois 60061	6/17/94 1240 North Lake Shore Drive	170.00
Bernice Griffin 11537 South Laflin Street Chicago, Illinois 60643	5/4/94 11054 South Doty Avenue	143.00
Renu R. Gopta Unit 1B 8639½ West Foster Avenue Chicago, Illinois 60656	9/26/93 West Foster Avenue and North Delphia Avenue	102.00
Robert P. Hatch, Jr. 9143 South Union Avenue Chicago, Illinois 60620	2/2/94 West 95th and South Peoria Street	182.00 240.00*
Effie Jackson Apartment 7 1347 West 76th Street Chicago, Illinois 60620	2/13/94 7430 South Ashland Avenue	495.00
John Khamd 5048 North Glenwood Avenue Chicago, Illinois 60640	6/6/94 2509 West Winnemac Avenue	232.00

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* City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Harry J. Kluch 1707 Willow Lane Mount Prospect, Illinois 60056	5/25/94 5001 West Lawrence Avenue	$ 62.00
Daniel A. Koch 5007 South Tripp Avenue Chicago, Illinois 60632	4/13/94 420 North Wood Street	105.00 135.00*
Garry John Krieger 6854 South Keeler Avenue Chicago, Illinois 60629	11/19/93 832 West Monroe Street	498.56
Victoria Ann Langland-Lawless 11344 South Lothair Avenue Chicago, Illinois 60643	3/15/94 East 67th and South Stony Island Avenue	72.00
Nerissa Levey 1960 West Hood Avenue Chicago, Illinois 60660	6/11/94 6112 North Winchester Avenue	293.00
Rutilio Martinez 3009 South Karlov Avenue Chicago, Illinois 60623	4/23/94 North Major Avenue and West Eastwood Avenue	278.00
Ruth A. Mickens 918 North Menard Avenue Chicago, Illinois 60651	5/1/94 2 North Laramie Avenue	159.00
Tondaleigh Miles 8812 South Jeffery Boulevard Chicago, Illinois 60617	5/11/94 10000 South Indianapolis Boulevard	450.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
James Almer Moore 7321 South Rockwell Street Chicago, Illinois 60629	4/15/94 6301 South Seeley Avenue	$ 109.00 175.00*
Nikitas Moragiannis 5118 Main Street Skokie, Illinois 60077	5/5/94 1546 North Kimball Avenue	157.00
Edward Morris 6840 South Artesian Avenue Chicago, Illinois 60629	4/15/94 1745 East 69th Street	374.00 5.00*
Paul Nebenzahl 5400 North St. Louis Avenue Chicago, Illinois 60625	3/4/93 5500 North St. Louis Avenue	68.00
Jocelyn Odon 7700 South Clyde Avenue Chicago, Illinois 60649	3/17/94 7110 South Bennett Avenue	93.00
Sandra Kay Parks 2003 North Morse Avenue Chicago, Illinois 60645	6/26/94 100 West LaSalle Drive	280.00
Margaret J. Pevril 429 South Scoville Oak Park, Illinois 60302	3/7/95 2400 West Jackson Boulevard	40.74
Luis Pineiros and State Farm Insurance Suite 680 9801 West Higgins Road Chicago, Illinois 60618	1/19/94 2406 West Diversey Avenue	1,368.50 22.50*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Kenneth Pittman and American Ambassador Casualty Company Suite 300 E 1501 East Woodfield Road Schaumburg, Illinois 60173	3/4/94 6531 South Stony Island Avenue	$ 49.00 390.00*
James L. Purham 9036 South May Street Chicago, Illinois 60620	3/14/94 West 91st and South Justine Street	115.00
Ghassan F. Rafidi 15341 South Lavergne Avenue Oak Forest, Illinois 60452	5/30/94 West 72nd and South Sacramento Avenue	415.00
Laura Lynn Riggs Apartment 3W 509 West Roscoe Street Chicago, Illinois 60657	2/24/94 3603 West Addison Street	139.00 28.00*
Anthony Rogers 18331 Mulberry Terrace Country Club Hills, Illinois 60478	3/3/94 2400 West 87th Street	41.00 190.00*
Magdalena Maria Ryckaert 2728 North Major Avenue Chicago, Illinois 60639	4/23/94 3500 West Division Street	118.00
George Sampson 11015 South Eberhart Avenue Chicago, Illinois 60628	5/3/94 11100 South Doty Avenue	61.00 25.00*
Gabriel Sanchez 2230 North Tripp Avenue Chicago, Illinois 60639	5/23/94 1700 West Fullerton Avenue	472.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Alice Fern Singleton Apartment 314 1735 North Paulina Street Chicago, Illinois 60622	4/21/94 2100 North Ashland Avenue	$709.00
Anthony Smith 1219 Vista Drive Wilmington, Illinois 60481	3/4/94 1611 North Clybourn Avenue	117.00
Mary A. Smith 4859 South Langley Avenue Chicago, Illinois 60615	2/12/94 4700 South Racine Avenue	138.00 70.00*
Veonor Smith 2313 South 24th Avenue Broadview, Illinois 60153	5/11/94 2500 West Washington Boulevard	109.00
Yoshiko Smolibowski 105 Travers Wheaton, Illinois 60187	3/15/94 25 East Congress Drive	67.00
Robert Stasiak 9124 Crestwood Court Munster, Indiana 46321	5/16/94 10430 South Indianapolis Avenue	69.00
Howard C. Stearn 4511 North Mozart Street Chicago, Illinois 60625	5/10/94 400 West Grand Avenue	272.00 53.00*
Louise Steinberg Apartment 104N 5101 North Sheridan Road Chicago, Illinois 60640	6/30/93 5006 North Kenmore Avenue	32.00 165.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Michael F. Svancarek 2728 North Magnolia Avenue Chicago, Illinois 60614	1/17/94 2230 North Southport Avenue	$ 57.00 100.00*
Steven Wallace 419 West 102nd Street Chicago, Illinois 60628	5/30/94 7500 South Jeffery Boulevard	39.00
Jacsetta Williams 8344 South Marshfield Avenue Chicago, Illinois 60620	5/23/94 1324 West 87th Street	85.00 50.00*

Damage To Vehicles.

Department Of Transportation/Bureau Of Bridges: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Paul Hall 2717 Ravinia Lane Woodridge, Illinois 60517	4/20/94 Pulaski Overpass/ Exit of Stevenson Expressway	$ 765.00
Angelo Jay Nikas P.O. Box 66477-AMF-ORD Chicago, Illinois 60666	1/27/94 111 North Canal Street	1,230.00 270.00*

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* To City of Chicago, Bureau of Parking

Damage To Vehicles.

Department Of Transportation/Neighborhood Improvement And Ops.: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Jay Robert Paset 3361 Dato Highland Park, Illinois 60035	5/26/94 149 West Kinzie Street	$557.00 150.00*

Personal Damage.

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

Name And Address	Date And Location	Amount
Angelo Barron 10834 South Rhodes Avenue Chicago, Illinois 60628	5/22/94 3148 South Sacramento Avenue	$ 84.82 415.18*
Johnny Price Apartment 2 4901 West Polk Street Chicago, Illinois 60644	4/17/94 3148 South Sacramento Avenue	485.00 15.00*

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* To City of Chicago, Bureau of Parking

Damage To Property.

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

Name And Address	Date And Location	Amount
James Kafantaris Billy's Fountain/Grill 3711 West Columbus Avenue Chicago, Illinois 60652	1/30/95 3711 West Columbus Avenue	$ 831.00
Wilbert Livingston 8501 South Damen Avenue Chicago, Illinois 60620	2/16/94 8501 South Damen Avenue	1,481.25 18.75*
The Peoples Gas Light and Coke Company File 93-0-181 19th Floor 130 East Randolph Street Chicago, Illinois 60603	6/3/93 4716 North Keystone Avenue	709.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Jerry Darby and Cavenagh & Matek, P.C. 300 West Washington Street Chicago, Illinois 60606	7/19/94 410 East Garfield Boulevard	$1,400.00 100.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Andrea Renee Jackson 1938 South 13th Avenue Broadview, Illinois 60153	2/16/95 During relocation	$205.00
Michael Kubiak and State Farm Insurance Company 5680 South Archer Avenue Chicago, Illinois 60638	10/17/94 750 South Ashland Avenue	337.00
Marcella L. Richmond and Samuel Mager 3749 South California Avenue Chicago, Illinois 60632	1/30/95 4756 South Kedzie Avenue	783.00

Damage To Property.

Fire Department:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Joseph Battiste 12339 South Michigan Avenue Chicago, Illinois 60628	6/7/94 12339 South Michigan Avenue	$152.50 7.50*
Genevieve Martin 3325 South Aberdeen Street Chicago, Illinois 60608	9/1/94 3325 South Aberdeen Street	$445.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Fire Department:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Linnea Maria Doden 6129 North Canfield Road Chicago, Illinois 60631	6/2/95 180 East Pearson Street	$1,052.00

Damage To Vehicle.

Department Of General Services/Bureau Of Administrative Services:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Annie Cobbs 234 North Leclaire Avenue Chicago, Illinois 60644	10/21/94 1900 West North Avenue	$930.00

Damage To Vehicle.

Department Of Special Events:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Julie Saavedra 1420 South Euclid Berwyn, Illinois 60402	12/7/94 510 North Wabash Avenue	$977.25 118.75*

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* To City of Chicago, Bureau of Parking

Damage To Property.

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

Name And Address	Date And Location	Amount
Ameritech File 93-1027 Room 2H 212 West Washington Street Chicago, Illinois 60606	4/14/93 1040 West Sheridan Road	$373.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Brad A. Parobek Apartment 302 6565 South Syracuse Way Englewood, Colorado 80111	3/18/94 West Oakdale Avenue and North Clark Street	$1,470.00 30.00*
Albert Schwaab 7231 West Stickney Bridgeview, Illinois 60455	4/19/94 3441 South Justine Avenue	38.73

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* To City of Chicago, Bureau of Parking

Damage To Property.

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

Name And Address	Date And Location	Amount
Mini Becharas 5616 North St. Louis Avenue Chicago, Illinois 60659	2/8/93 5616 North St. Louis Avenue	$391.00 25.00*

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
Greg John Alexopoulos Unit 1005 1960 North Lincoln Park West Chicago, Illinois 60614	8/19/92 During relocation	$123.63 150.00*
Yolanda Bennett Apartment 3N 1366 West Greenleaf Avenue Chicago, Illinois 60626	6/2/94 During towing	138.00 500.00*
Satish Bhatt 2 Tellow Star Court Woodridge, Illinois 60517	10/23/92 During towing	45.75 18.75*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Dorian Brever 120 Belle Avenue Highland Park, Illinois 60035	1/9/92 During towing	$ 320.00
Patricia Prosen Unit 11A 5601 North Sheridan Road Chicago, Illinois 60640	5/7/92 During towing	108.75*
Patricia Wade 6039 South Elizabeth Street Chicago, Illinois 60636	6/24/94 During towing	49.00*
Stephen N. Kavanaugh 25 Berry Parkway Park Ridge, Illinois 60068	11/20/91 During towing	1,000.00*
Rickey Murray 10548 South Parnell Avenue Chicago, Illinois 60628	11/10/91 During towing	940.00*
Gia Damato 1107 North 10th Avenue Melrose Park, Illinois 60160	7/6/94 During towing	194.00
Denis Davis Apartment 2C 7233 West Randolph Forest Park, Illinois 60130	5/23/94 During relocation	114.00
Gregg Dezutti 2213 West Addison Street Chicago, Illinois 60618	5/8/94 During towing	492.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Mark Domitrovich 27070 Northwoods Mettawa, Illinois 60048	7/28/94 During towing	$140.00 25.00*
Richard Douglas 9027 South Ada Street Chicago, Illinois 60620	6/12/94 During towing	471.00 70.00*
Vince Falato 631 Grenache Court Bartlett, Illinois 60103	4/12/94 During towing	305.50 672.50*
Imperial Smelting Corporation and Zurich-American Insurance Group 1450 American Lane Schaumburg, Illinois 60173	8/4/93 During towing	904.00
Falesa Ivory 1086 Churchill Drive Bolingbrook, Illinois 60440	6/20/94 During towing	272.00 90.00*
Donna Lynn Johnson Apartment 7E 990 North Lake Shore Drive Chicago, Illinois 60611	5/25/94 During towing	540.00 50.00*
Farhat Khawaja Apartment 2B 2134 West Rosemont Avenue Chicago, Illinois 60659	1/14/93 6720 North Fairfield Avenue	400.00
Tandy Lane 6727 South Wolcott Avenue Chicago, Illinois 60636	3/17/94 During towing	731.00 100.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Karen M. Laska 4133 Magoon East Chicago, Indiana 46312	10/6/93 During towing	$ 727.00 25.00*
Eliora Lavi Apartment 9D 720 West Gordon Terrace Chicago, Illinois 60613	4/19/94 During towing	407.00 230.00*
Alicia M. Mallett 922 New Camp Creek Road Kings Mountain, North Carolina 28086	5/30/91 During towing	5.00 25.00*
Eric Pangle Apartment 1 742 Algonquin Road Des Plaines, Illinois 60016	5/17/94 During towing	378.00 25.00*
Rafail Petrosyan 4539 North Albany Avenue Chicago, Illinois 60625	5/2/94 During relocation	1,074.00
Sysan Philip 4642 North Harding Avenue Chicago, Illinois 60625	3/10/94 During towing	293.00 100.00*
Demetrios Pirpiris and State Farm Insurance Company Suite 510 (S) 9801 West Higgins Road Rosemont, Illinois 60018	4/30/92 2000 West Montrose Avenue	142.75 147.25*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
PSW Industries Inc. c/o Dwayne Glomski 3912 West McLean Avenue Chicago, Illinois 60647	5/16/94 During towing	$731.00
Carol Jean Quayle 4441 North Winchester Avenue Chicago, Illinois 60640	3/20/94 During towing	185.00 415.00*
Bryan Thomas Rule Unit 4705 441 East Erie Street Chicago, Illinois 60611	4/29/94 During towing	910.00 450.00*
Michael Robert Sandowski 29 East Nebraska Street Frankfort, Illinois 60423	6/4/94 During towing	850.00
Eileen Nancy Schultz 4028 Rutgers Lane Northbrook, Illinois 60062	4/22/93 During towing	281.00
Chandra Smith 502A West Watts Avenue Enterprise, Alabama 36330	5/27/94 During towing	961.00
Kay Stepkin 864 West Aldine Avenue Chicago, Illinois 60657	4/27/94 During towing	683.00
Carlo Terrazas 1540 South Highland Berwyn, Illinois 60402	3/21/92 West Granville Avenue and North Clark Street	845.00 355.00*
David Turner Apartment 606 4717 North Knoxville Peoria, Illinois 61614	3/6/94 During towing	343.00 50.00*

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* City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Jason M. Vucko 5259 South Kilpatrick Avenue Chicago, Illinois 60632	6/11/94 During towing	$300.00
Jennifer Waxlax Apartment 3 4437 North Beacon Street Chicago, Illinois 60640	4/27/94 During towing	186.00 45.00*
Robert D. Wertheim and State Farm Insurance Company 1090 South Route 51 P. O. Box 260 Forsyth, Illinois 62535	7/22/93 During towing	193.00
Phillip Williams 1322 West 57th Street Chicago, Illinois 60636	4/12/94 During towing	347.00 55.00*
Rudolph Williams 2701 South Indiana Avenue Chicago, Illinois 60616	6/9/94 During relocation	426.00 50.00*
Linda Marie Williamson 5309 South Princeton Avenue Chicago, Illinois 60609	12/12/93 During towing	55.25 563.75*

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
Frances Heberling 3455 West 63rd Place Chicago, Illinois 60629	10/5/94 3455 West 63rd Place	$797.50

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* City of Chicago, Bureau of Parking

Damage To Property.

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

Name And Address	Date And Location	Amount
Delores Blackman 7602 South Eberhart Avenue Chicago, Illinois 60619	7/28/93 7600 -- 7602 South Eberhart Avenue	$ 214.00 200.00*
Bernard B. Brantley 9157 South Crandon Avenue Chicago, Illinois 60617	3/10/95 9157 South Crandon Avenue	1,370.00 130.00*
Circle Park Apartments 1111 South Ashland Avenue Chicago, Illinois 60607	2/27/94 1111 South Ashland Avenue	595.00
George Clifton 10245 South Prairie Avenue Chicago, Illinois 60628	2/27/94 10245 South Prairie Avenue (east alley)	350.00
Ji Y. Lee and State Farm Insurance Company Suite 680 9801 West Higgins Road Rosemont, Illinois 60018	10/15/93 5814 North Lincoln Avenue	500.00
Mary O'Connor 5545 West Schubert Avenue Chicago, Illinois 60639	6/10/94 5545 West Schubert Avenue	75.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Lillian Schuenaman 7021 West Armitage Avenue Chicago, Illinois 60635	2/27/94 7021 West Armitage Avenue	$ 315.00

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
Robert Bohm 5321 North Lakewood Avenue Chicago, Illinois 60640	4/6/92 3554 West Foster Avenue	$298.25 18.75*
Charles Edward Boykin 5809 West Race Avenue Chicago, Illinois 60644	6/7/92 3100 South Western Boulevard	162.00
Michael Salvatore Cilano 1235 Sagebrush Trail Cary, Illinois 60013	1/6/94 West Foster Avenue and North Nagle Avenue	498.00
Hal Rubin 2613 North Hampden Court Chicago, Illinois 60614	6/20/91 North Lake Shore Drive and East Grand Avenue	182.92*
Kathleen G. Dixon 1635 West Foster Avenue Chicago, Illinois 60640	2/23/94 5231 North Paulina Street	75.00 100.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
William Hill and American Country Insurance 222 North LaSalle Street Chicago, Illinois 60601	2/25/94 5800 West Division Street	$ 529.25 258.75*
P. Jean Lewis 7326 South Kenwood Avenue Chicago, Illinois 60619	5/31/94 East 19th Street and South Woodlawn Avenue	255.00
Jason Mack 8121 Axom Branch Road Nashville, Indiana 47448	5/27/94 5512 South Hyde Park Boulevard	1,480.00 20.00*
Stephen S. Nam 33 Glenview Road Glenview, Illinois 60025	9/7/91 3000 West Peterson Avenue	63.00 190.00*
Willemien Otten and Allstate Insurance Co. P.O. Box 1027 Skokie, Illinois 60076	5/9/94 6230 North Wayne Avenue	487.00
Victor B. Robinson 5838 South LaSalle Street Chicago, Illinois 60621	2/26/94 5838 South LaSalle Street	770.00 730.00*
Billie Ross and Allstate Insurance Company P.O. Box 1027 Skokie, Illinois 60076	8/23/93 50 East 80th Street	1,215.00
Edward R. Thommes 7329 West Clarence Avenue Chicago, Illinois 60631	4/28/94 5524 North Milwaukee Avenue (alley)	278.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Kenneth D. Turner 7201 South Hermitage Avenue Chicago, Illinois 60636	3/23/94 4352 South Dr. Martin Luther King, Jr. Drive	$389.00
Sarah Woodard Apartment 605 501 West 24th Place Chicago, Illinois 60616	9/26/92 1500 East 76th Street	15.00

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
Ursula Hollingsworth 12525 South Yale Avenue Chicago, Illinois 60628	12/30/93 Police Auto Pound	$118.00
Sebastian C. Kenniel 9925 South LaSalle Street Chicago, Illinois 60628	5/27/94 10300 South Doty Avenue	480.00 110.00*
Marisel Ortega Apartment 2 5215 North Bernard Street Chicago, Illinois 60625	6/8/94 Police Auto Pound	467.00 50.00*
Where The Cars 'R' Ltd. 3282 North Milwaukee Avenue Chicago, Illinois 60618	5/2/94 Police Auto Pound	510.00 190.00*

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* To City of Chicago, Bureau of Parking

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant, on account of underground leaks:

Name And Address	Location	Amount
L. A. McCleton 538 North Troy Street Chicago, Illinois 60612	8/23/94 to 10/27/94 3705 West Ohio Street	$400.00
India Houseworth 2133 West Evergreen Avenue Chicago, Illinois 60622	4/21/95 to 7/10/95 2133 West Evergreen Avenue	400.00

; and

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

Name And Address	Location	Amount
Michael Deguilio 2133 North Monitor Avenue Chicago, Illinois 60639	3/23/95 to 8/28/95 2133 North Monitor Avenue	$400.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, December 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account No. 100-99-2005-0939-0939:

[List of claimants printed on pages 13627 through 13629 of this Journal.]

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 12/13/95

ONDOMINIUM/ OOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
DDISON LAKE SHORE EAST	28	ANNUAL	93	1,488.00	HELEN SHILLER	46
DDISON LAKE SHORE WEST	28	ANNUAL	93	1,868.00	HELEN SHILLER	46
ALMORAL COURT TOWNHOMES CONDO	38	ANNUAL	93	1,780.00	PATRICK J O'CONNOR	40
ARRY QUADRANGLE CONDO. ASSN.	111	ANNUAL	93	4,864.00	BERNARD J. HANSEN	44
EACON OF SHERIDAN PARK ASSN.	20	SEMI-ANNUAL	93	450.00	HELEN SHILLER	46
ELDEN BY THE PARK CONDO. ASSN	15	ANNUAL	93	1,125.00	CHARLES BERNARDINI	43
ELGRAVIA TERRACE CONDO. ASSN.	30	ANNUAL	93	2,250.00	CHARLES BERNARDINI	43
OARDWALK CONDOMINIUM ASSN.	30	ANNUAL	93	1,835.00	HELEN SHILLER	46
RIDGEVIEW GARDENS CONDOMINIUM	12	ANNUAL	93	900.00	BRIAN G. DOHERTY	41
AMBRIDGE CONDO ASSN.	16	ANNUAL	93	1,200.00	BERNARD J. HANSEN	44
ARL SANDBURG VILLAGE CONDO.	60	ANNUAL	93	4,500.00	BURTON F. NATARUS	42
ASA BONITA CONDOMINIUM ASSN.	66	ANNUAL	93	4,670.25	BERNARD L. STONE	50
:HASE-ON-THE-LAKE CONDOMINIUM	47	ANNUAL	93	3,525.00	JOE MOORE	49
:OMMON SENSE CONDOMINIUM ASSN.	12	ANNUAL	93	900.00	CHARLES BERNARDINI	43
:OMMONWEALTH TOWER	27	ANNUAL	93	1,800.00	BERNARD J. HANSEN	44
:ORNELIA LOFTS CONDO ASSN	20	ANNUAL	93	1,369.00	BERNARD J. HANSEN	44
:OURTYARD II CONDOMINIUM ASSN.	18	ANNUAL	93	858.00	MICHAEL R. ZALEWSKI	23
)AYTON DIVERSEY CONDO ASSOC.	10	SEMI-ANNUAL	93	375.00	CHARLES BERNARDINI	43
)ENIFER CONDO ASSN	38	ANNUAL	93	2,850.00	MARY ANN SMITH	48
:LIOT HOUSE CONDOMINIUM ASSN.	324	ANNUAL	93	6,804.00	BURTON F. NATARUS	42
:OUR CORNERS II CONDO. ASSN.	21	ANNUAL	93	1,575.00	TONI . PRECKWINKLE	04
)ALLERY LOFTS CONDO. ASSN.	29	ANNUAL	93	1,594.00	TERRY M. . GABINSKI	32
)ASLIGHT CONDOMINIUM ASSN.	15	ANNUAL	93	1,125.00	BERNARD J. HANSEN	44
)OLROSE MANOR CONDOMINIUMS	6	ANNUAL	93	450.00	BILLY OCASIO	26
)RACELAND CONDOMINIUM ASSN.	6	ANNUAL	93	444.00	HELEN SHILLER	46
)RACEWOOD CONDOMINIUM ASSN.	6	ANNUAL	93	450.00	BERNARD J. HANSEN	44
HALLMARK HOUSE I CONDOMINIUMS	7	ANNUAL	93	525.00	HELEN SHILLER	46
HAWTHORNE PLACE 2 CONDO ASSN.	50	ANNUAL	93	1,973.00	BERNARD J. HANSEN	44
INNISBROOK CONDO #3	54	ANNUAL	93	4,050.00	BRIAN G. DOHERTY	41
KEYSTONE TERRACE CONDO. ASSN.	11	ANNUAL	89	825.00	MICHAEL A. WOJCIK	30
LAKE SHORE TOWERS COOPERATIVE	32	ANNUAL	93	2,400.00	HELEN SHILLER	46
MANGO GARDENS CONDO. ASSN.	14	ANNUAL	93	1,050.00	PATRICK J. LEVAR	45
MANOR COURT CONDO. ASSN.	6	ANNUAL	93	450.00	FRANK OLIVO	13
MCCONNELL APTS. CONDO. ASSN.	16	ANNUAL	93	1,200.00	BURTON F. NATARUS	42
MERGENTHALER BLDG. CONDO ASSOC	20	ANNUAL	93	1,500.00	MADELINE HAITHCOCK	02
MEWS ON DORECHESTER CONDO.	25	ANNUAL	93	1,875.00	BARBARA HOLT	05
MORSE CONDOMINIUM ASSOCIATION	6	ANNUAL	93	450.00	JOE MOORE	49
NIAGARA NORTH CONDOMINIUM	20	SEMI-ANNUAL	93	750.00	BRIAN G. DOHERTY	41
NORTH FREMONT CONDO. ASSN.	6	ANNUAL	93	450.00	HELEN SHILLER	46
NORTHWEST EDISON CONDO. ASSN.	9	SEMI-ANNUAL	93	337.50	BRIAN G. DOHERTY	41
NORWOOD POINT CONDO. ASSOC.	21	ANNUAL	93	1,575.00	BRIAN G. DOHERTY	41
ORLEANS CONDO ASSN.	63	ANNUAL	93	4,725.00	PATRICK J. LEVAR	45
PARK CREST CONDO ASSN.	18	ANNUAL	93	1,286.00	BERNARD L. STONE	50
PARK HARBOR CONDO ASSN.	101	ANNUAL	93	3,900.00	HELEN SHILLER	46
PARKLAND CONDO ASSOCIATION	18	ANNUAL	93	1,346.00	JOE MOORE	49

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 12/13/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
PARKSIDE ON CLARENDON	15	ANNUAL	93	1,125.00	HELEN SHILLER	46
PATTERSON-PINE GROVE CONDO.	30	ANNUAL	93	730.00	HELEN SHILLER	46
PETERSON PARK ONE CONDO. ASSN.	6	ANNUAL	93	450.00	MARGARET LAURINO	39
PRAIRE HOUSE CONDOMINIUM ASSN.	6	ANNUAL	93	450.00	HELEN SHILLER	46
SHEFFIELD LOFTS CONDO ASSOC.	14	ANNUAL	93	790.00	CHARLES BERNARDINI	43
SHERIDAN EAST CONDO. ASSN.	8	ANNUAL	93	600.00	JOE MOORE	49
SLINGERLAND CONDO. ASSN.	18	ANNUAL	93	1,350.00	CHARLES BERNARDINI	43
ST. JAMES PLACE CONDO ASSC.	28	ANNUAL	93	1,155.00	CHARLES BERNARDINI	43
STATE TOWER CONDOMINIUM ASSN.	92	ANNUAL	93	6,900.00	BURTON F. NATARUS	42
THE COLONIAL CONDOMINIUM ASSN	8	ANNUAL	93	600.00	BERNARD J. HANSEN	44
THE VINNEDGE CONDO. ASSN.	13	ANNUAL	93	975.00	BURTON F. NATARUS	42
THE WELLINGTON PLACE CONDO.	115	ANNUAL	93	3,101.00	BERNARD J. HANSEN	44
TOWNHOMES OF DIVERSEY HARBOR	10	ANNUAL	93	750.00	BERNARD J. HANSEN	44
VERNON PARK CONDO. ASSN.	49	ANNUAL	93	3,675.00	JESSE GRANATO	01
VIA VENETO CONDO ASSN.	6	ANNUAL	93	450.00	HELEN SHILLER	46
VICTORIA TERACE CONDO. ASSN.	21	ANNUAL	93	1,575.00	HELEN SHILLER	46
WINDSOR WEST CONDO ASSOC.	36	ANNUAL	93	2,391.00	PATRICK J. LEVAR	45
WINNEMAC WOLCOTT CONDOMINIUMS	14	ANNUAL	93	1,050.00	PATRICK J O'CONNOR	40
1054-56 W. NORTH SHORE CONDO	6	ANNUAL	93	450.00	JOE MOORE	49
1107-09 W. NORTH SHORE CONDO.	7	ANNUAL	93	525.00	JOE MOORE	49
1120 W. ARMITAGE CONDO. ASSN.	8	ANNUAL	93	515.00	CHARLES BERNARDINI	43
1235-45 ASTOR STREET BUILDING	9	ANNUAL	93	675.00	BURTON F. NATARUS	42
1400 STATE PARKWAY CONDOMINIUM	96	ANNUAL	93	4,044.00	CHARLES BERNARDINI	43
1431-33 W. ROSEMONT CONDO. ASSN.	6	ANNUAL	93	450.00	PATRICK J O'CONNOR	40
159 GOETHE CONDOMINIUM ASSN.	14	ANNUAL	93	1,050.00	BURTON F. NATARUS	42
1633 W. THOME CONDO. ASSN.	20	ANNUAL	93	1,500.00	BERNARD L. STONE	50
1865-67 N. HALSTED CONDO ASSC.	6	ANNUAL	93	450.00	CHARLES BERNARDINI	43
1920 N. MAUD CONDO ASSN	18	ANNUAL	93	1,350.00	CHARLES BERNARDINI	43
200 EAST PEARSON CORPORATION	10	ANNUAL	93	750.00	BURTON F. NATARUS	42
2000 WEST HADDON CONDO. ASSN.	14	ANNUAL	93	492.00	JESSE GRANATO	01
2038-48 E. 72ND PLACE CONDO	18	ANNUAL	93	1,315.00	BARBARA HOLT	05
2225 N. HALSTED CONDO. ASSN.	24	ANNUAL	93	1,800.00	CHARLES BERNARDINI	43
2400 LAKEVIEW CONDO. ASSN.	264	ANNUAL	93	12,468.00	CHARLES BERNARDINI	43
339 W. BARRY HOMEOWNERS ASSN.	68	ANNUAL	93	2,859.00	BERNARD J. HANSEN	44
3631 PINE GROVE CONDO. ASSN.	6	ANNUAL	93	450.00	HELEN SHILLER	46
3700-20 N. LAKE SHORE DRIVE	52	ANNUAL	93	3,900.00	HELEN SHILLER	46
3741-55 N. PINE GROVE CONDO.	24	ANNUAL	93	1,189.22	HELEN SHILLER	46
401 WEBSTER CONDO. ASSOC.	36	ANNUAL	93	2,700.00	CHARLES BERNARDINI	43
4217 N. SHERIDAN CONDO ASSOC.	7	ANNUAL	93	525.00	HELEN SHILLER	46
4300 MARINE DRIVE CONDOMINIUM	90	ANNUAL	93	4,872.00	HELEN SHILLER	46
4310-22 CLARENDON CONDO. ASSN.	45	ANNUAL	93	1,858.00	HELEN SHILLER	46
4436-38 NORTH MALDEN CONDO.	6	ANNUAL	93	450.00	HELEN SHILLER	46
4626 N. KENMORE CONDOMINIUMS	6	ANNUAL	93	450.00	HELEN SHILLER	46
4900 N. LESTER CONDOMINIUM	8	ANNUAL	93	600.00	PATRICK J. LEVAR	45
500-502 WEST ROSCOE STREET	13	ANNUAL	93	975.00	BERNARD J. HANSEN	44

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 12/13/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
501 W. BELMONT CONDO ASSN.	19	ANNUAL	93	1,425.00	BERNARD J. HANSEN	44
5223-25 S. DORCHESTER CONDOMIN-	7	ANNUAL	93	525.00	TONI . PRECKWINKLE	04
530 BARRY CONDOMINIUM ASSN.	32	ANNUAL	93	2,400.00	BERNARD J. HANSEN	44
537-545 W. ROSCOE CONDO ASSN.	26	ANNUAL	93	1,316.25	BERNARD J. HANSEN	44
539-547 W. BROMPTON CONDO. ASSN	28	ANNUAL	93	2,100.00	HELEN SHILLER	46
5406 HARPER CONDO	14	ANNUAL	93	1,050.00	TONI . PRECKWINKLE	04
5445-55 N. CALIFORNIA CONDO	19	ANNUAL	93	1,425.00	JOE MOORE	49
5555 W. SUNNYSIDE CONDOMINIUM	8	ANNUAL	93	600.00	PATRICK J. LEVAR	45
5640 N. KENMORE CONDO. ASSN.	8	ANNUAL	93	375.00	MARY ANN SMITH	48
616-18 WAVELAND CONDO. ASSN.	6	ANNUAL	93	450.00	HELEN SHILLER	46
619 STRATFORD PLACE CONDO. ASSN	24	ANNUAL	93	1,488.00	BERNARD J. HANSEN	44
6217-19 MAGNOLIA ASSN.	6	ANNUAL	93	450.00	PATRICK J O'CONNOR	40
629-31 W. SHERIDAN CONDO. ASSN.	12	ANNUAL	93	900.00	HELEN SHILLER	46
6334 N. SHERIDAN ROAD CONDO	42	ANNUAL	93	2,015.00	JOE MOORE	49
704-06 W. BUENA CONDO ASSOC	6	ANNUAL	93	450.00	HELEN SHILLER	46
706-708 CORNELIA CONDOMINIUM	6	ANNUAL	93	450.00	HELEN SHILLER	46
710-714 CORNELIA CONDO. ASSN.	9	ANNUAL	93	675.00	HELEN SHILLER	46
721-23 BROMPTON CONDOMINIUM	6	ANNUAL	93	450.00	HELEN SHILLER	46
740-42 BITTERSWEET CONDOMINIUM	6	ANNUAL	93	450.00	HELEN SHILLER	46
7655-57 N. SHERIDAN ROAD CONDO	6	ANNUAL	93	450.00	JOE MOORE	49
805-07 W. WOLFRAM CONDO ASSN.	9	ANNUAL	93	675.00	BERNARD J. HANSEN	44
8210-16 S. JEFFERY CONDO ASSN	11	ANNUAL	93	825.00	BURTON F. NATARUS	42
832 W. GUNNISON ASSOCIATION	6	ANNUAL	93	450.00	MARY ANN SMITH	48
832 W. OAKDALE CONDOMINIUM	23	ANNUAL	93	1,452.00	BERNARD J. HANSEN	44
843-845 W. GRACE CONDO. ASSN.	6	ANNUAL	93	450.00	HELEN SHILLER	46
8435-39 W. BRYN MAWR CONDO	12	ANNUAL	93	900.00	BRIAN G. DOHERTY	41
860 LAKE SHORE DRIVE TRUST	259	ANNUAL	93	5,719.00	BURTON F. NATARUS	42
918 W. WINONA CONDOMINIUMS	49	ANNUAL	93	1,788.50	MARY ANN SMITH	48
930-932 W. AINSLIE CONDO. ASSN.	8	ANNUAL	93	600.00	MARY ANN SMITH	48

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, December 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account No. 314-99-2005-9148-0938:

[List of claimants printed on page 13632 of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance/Small Claims Division, to which was referred on September 11, 1991 and on subsequent dates, sundry claims as follows:

Alvarez, Maria and American Ambassador Casualty Company

Anderson, James

Antoine, Jean and State Farm Insurance Company

Bak, Joseph and Standard Mutual Insurance Company

Balling, John and Lorraine,

Barraza, Julio and State Farm Insurance Company

Barrett, Monica,

Bennett, Constance and State Farm Insurance Company

(Continued on page 13633)

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
DEMAR, EDITH F.	17-03-201-066-1048	42 MATARUS	50.00
DISALVO, YOKO	11-31-400-051-1046	50 STONE	50.00
EISEMAN, HARVEY R.	17-09-101-028-1111	43 BERNARDINI	50.00
FINELY, DOROTHY L.	14-06-218-014-1012	40 O'CONNOR	50.00
FINZELBER, EVELYN	17-03-220-127-1111	42 MATARUS	50.00
GOULD, SAMUEL M.J.	17-03-101-028-1018	43 BERNARDINI	50.00
KNOBLOCH, ROSE	10-36-320-042-0000	50 STONE	50.00
MACUSIN, CLARA	14-28-200-004-1003	44 HANSEN	50.00
ROSENBLOOM, MARY	14-28-204-010-1004	44 HANSEN	50.00
SCHWARTZ, ESTELLE	14-21-101-034-1657	46 SHILLER	50.00
SILVERMAN, DOLORES	17-03-101-028-1006	43 BERNARDINI	50.00
SOLOMAN, IRVING	17-03-101-028-1001	43 BERNARDINI	50.00
SPECTER, GERALD S.	14-28-200-003-1138	44 HANSEN	50.00
TANNENBAUM, STANLEY	17-03-101-028-1060	43 BERNARDINI	50.00
TORRE, MARSHALL	17-03-226-065-1126	42 MATARUS	50.00
TAYLOR, CHESSIE	20-22-300-020-0000	20 TROUTMAN	50.00
WEINSTEIN, JUNE A.	17-03-220-020-1407	42 MATARUS	50.00
		* TOTAL AMOUNT	850.00

(Continued from page 13631)

Blackmun, Timothy and Coronet Insurance Group

Brunson, Naygene

Brunson, Nicole

Burns, Lillie

Butler, Elaine

Cain, Beth

Car Corp Inc.

Carr, Phillip

Catherine, Bobbie Jean and State Farm Insurance Company

Chanyawut, Sittisak and State Farm Insurance Company

Cinquegrani, Salvatore and Lincoln Insurance Company

Clay, Vanessa and Metropolitan Property and Casualty

Cobb, Willie C. and State Farm Insurance Company

Collins, Sharon

Conroy, Patricia A.

Coopwood, Flora

Courts, Craig and American Ambassador Casualty Company

Creighton, Wilburt , Jr. and State Farm Insurance Company

Curtis, Flora

Cygan, Tom

Darnell, Sharon D.

Davis, Willie Z. and GEICO

Dayan, Denise

Decero, Samuel A. and Safeco Insurance Company

Diamaantopoulos, Constantinos and American Service Insurance

Dickerson, Daryl

Dinga, Scott J.

Dobuszynska, Genowefa

Donovan, Lisa Marie

Doubek, Madeliene

Dumitru, Hiticas

Elm, Raymond T.

Faur, Ioan and West Bend Mutual

Fletcher, Donald C.

Fortuna Brothers Funeral Home

Gamez, Manuel

Gholar, Joyce and American Service Insurance

Giec, Zofia and State Farm Insurance Company

Giltis, Gregory and State Farm Insurance Company

Green, Michael and American Ambassador Casualty Company

Guerra, Francisca and State Farm Insurance Company

Guerrero, Gerald

Hardeman, Jon, Jr. and Universal Casualty

Harper, Nicole and American Ambassador Casualty Company

Hawley, George

Haynes, Victoria

Henry, Henrietta

Herlihy, Colleen

Herman, Robert C. and State Farm Insurance Company

Hernandez, Ana Marie

Hernandez, Jesus and State Farm Insurance Company

Hernandez, Paul G. and American Ambassador Casualty Company

Herrada, Herberto

Hong, Joshua C. and State Farm Insurance Company

Hu, Wei and Hanover Insurance Company

Hughes, Joseph E.

Illinois Bell Telephone Company

Jackson, Bernell Ann and United Services Automobile Association

James, Steven R.

Jenkins, Billy and Joan Corman

Johnson, Jeffrey

Johnson-McAfee, Felicia R.

Johnson, Margaret and State Farm Insurance Company

Joiner, Darryl

Jones, Lorenzo

Jordon, Charles E.

Kagswast, Malinee

Kaminski, Julie Ann

Kimbrough, Maggie

King, Maurice J.

Kosla, Jozef and State Farm Insurance Company

Krampac, Kazimir and Pekin Insurance Company

Kretz, Ed, Leo, Tom and Mary

Krimen, Marc and State Farm Insurance Company

Lang, Leonard K. and American Ambassador Casualty Company

Leon, Connie L.

Lewis, Josephine

Lieblang, Norbert M.

Lindberg, Krista

Loving, Erma

Lowe, Melissa Kathleen

Lucious, Edward and Allstate Insurance Company

Maher, Carolyn

Malmen, Robert Edward

Marroquin, Gloria

Matthews, Gale

Mays, Moses

McAfee, Jody

McDaniel, Celestine and American Ambassador Casualty Company

McDuffee, Jeffrey

Mercer, Bob

Meyer, Christine G.

Micek, Dennis

Mondt, Jame and American Family Insurance

Mondt, Jame E.

Moore, Laurice

Myers, Judith and State Farm Insurance Company

Myles, Charles A.

Nadzaku, Sulejman

Newman, Ralph and State Farm Insurance Company

Nguyen, Giang

Niemczyk, John A. and American Ambassador Casualty Company

O'Donoghue, Michael and State Farm Insurance Company

Ortiz, Ferdinano and State Farm Insurance Company

Panora, Manuel and Safeway Insurance Company

Pantoja, Enrique

Parrilli, Joanne and Hanover Insurance Company

Pieczychelbek, Janina

Pujols, Consuelo

Rhodes, Julia L.

Rivera, Jose A.

Russell, Michael and State Farm Insurance Company

Sanchez, Gilberto and State Farm Insurance Company

Schlaman, Arthur and PHH Accident Management

Schlosser, Donald and Mark and State Farm Insurance Company

Sconyers, Shirley

Seeley, Jonathan and State Farm Insurance Company

Serrano, Sanjuana

Shah, Mohammad

Silva, Laura

Sims, James and State Farm Insurance Company

Slimane, Dahhoumi

Smith, Bettie J.

Sneed, Yvonne T.

Sychowski, Carl A.

Szczecina, Stansilaw

Tanzman, Mary

Telcser, Sharon and United Services Auto Association

The Peoples Gas Light and Coke Company (6)

Thicklin, Aurelia Covell

Thomas, Christine

Thompson, Ora and State Farm Insurance Company

Tolley, John F., Jr. and State Farm Insurance Company

Tonkavich, Lisa and State Farm Insurance Company

Torres, Leon F.

Townhomes of Vernon Park Condo Association

Tucker, Constance

Turner-Ayeni, Joy

Underwood, Reba and American Ambassador Casualty Company

Vacha, Richard and Cherry

Vela, Jose C.

Vidal, Mary A.

Waldusky, Kathy and State Farm Insurance Company

Ward, Colette and State Farm Insurance Company

Wegrzyn, Jeanette M. and Liberty Mutual Insurance

Weider, Donna

Wenig, Donald R. and State Farm Insurance Company

White-Cummings, Belinda D.

Wilson, Derek

Wood, James F.

Woodsen, Gwendolyn

Workman, Lawrence, Jr.

Wright, Linda Diane and Valor Insurance Company

Yale, John W.

Yolo, Tonya

Zirkelbach, Anton, A.L.Z. Inc. and Hanover Chicago Insurance Company,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Placed On File -- APPLICATIONS FOR CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

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

A. Veterans' Poppy Day Association of Chicago, May 23 and 24, 1996 -- citywide;

B. Guardian Angels, various dates in 1996 -- citywide; and

C. Catholic Charities of Chicago, September 13 and 14, 1996 -- 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 *Place on File.*

COMMITTEE ON AVIATION.

AUTHORIZATION FOR ACQUISITION OF PARCEL 86 TO PROVIDE ANCILLARY PARKING AND MAINTAIN CLEAR AREA FOR CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing the City of Chicago to negotiate for the purchase of Parcel 86 and to purchase said parcel subject to City Council approval or condemn said parcel located near Chicago Midway Airport.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Aviation the following described property,

in order to provide ancillary parking and to maintain a clear area, for adjoining Midway Airport:

Parcel 86

The west 200 feet of the north 400.00 feet of the east 550.00 feet of that part of the southeast quarter of Section 9, Township 38 north, Range 13 east of the Third Principal Meridian lying south of and adjoining the south line of the Chicago and Western Indiana Railroad right-of-way, all in Cook County, Illinois;

and

The north 400.00 feet of the east 550.00 feet of that part of the southeast quarter of Section 9, Township 38 north, Range 13 east of the Third Principal Meridian, lying south of and adjoining the south line of the Chicago and Western Indiana Railroad right-of-way, excepting therefrom the above described property the west 200.00 feet thereof, all in Cook County, Illinois.

SECTION 2. The Corporation Counsel is hereby authorized to make offers and negotiate settlements on behalf of the City with the owner or owners of the above-described real property for the purchase thereof by the City.

SECTION 3. In the event the Corporation Counsel is able to agree with the owner or owners upon the price to be paid for the subject property, the Corporation Counsel is authorized to purchase said property for the agreed price, subject to the approval of the City Council.

SECTION 4. In the event that the Corporation Counsel is unable to agree with the owner or owners of such real property as to the compensation to be paid therefor, then the Corporation Counsel is authorized to acquire title to and possession of such real property for the City through condemnation, and the Corporation Counsel is hereby authorized to institute proceedings in a court of competent jurisdiction to acquire title to and possession of such real property of the City in accordance with the eminent domain laws of the State and in the manner provided by Article VII of the Code of Civil Procedure.

SECTION 5. This ordinance shall take effect immediately upon its passage.

AUTHORIZATION FOR EXECUTION OF AGREEMENTS WITH COMMONWEALTH EDISON, CENTRAL TELEPHONE COMPANY OF ILLINOIS, FEDERAL AVIATION ADMINISTRATION AND VARIOUS PROPERTY OWNERS FOR INSTALLATION OF NOISE MONITORING EQUIPMENT FOR CHICAGO O'HARE INTERNATIONAL AND CHICAGO MIDWAY AIRPORTS.

The Committee on Aviation submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing the execution of agreements between the City of Chicago ("City"), Commonwealth Edison ("ComEd"), Central Telephone Company of Illinois ("Centel"), the Federal Aviation Administration ("F.A.A.") and other property owners for the installation of certain noise monitoring equipment on property owned by such parties.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Article VII, Section I of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Article VII, Section 6(a) of the Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and operates airports commonly known as Chicago O'Hare International Airport and Chicago Midway Airport (collectively, the "Airports"); and

WHEREAS, The Airports are "commercial service airports" as defined in the Airport and Airway Improvement Act of 1982 (49 U.S.C. 47102 (7), as amended); and

WHEREAS, On November 5, 1990, the United States Congress enacted the "Aviation Safety and Capacity Expansion Act of 1990" (P.L. 101-508, Title IX, Subtitle B; 104 Stat. 1388-353)(the "Act"); and

WHEREAS, Section 9110 of the Act amends Section 1113 of the Federal Aviation Act of 1958 (49 U.S.C. 40117) by adding a new subsection "(e) Authority for Imposition of Passenger Facility Charges", pursuant to which the Secretary of the United States Department of Transportation ("Secretary") may grant a public agency which controls a commercial service airport the authority to impose a passenger facility charge ("P.F.C.") on paying passengers of an air carrier enplaned at such airport to finance eligible airport-related projects; and

WHEREAS, Pursuant to Section 9110 (e)(14) of the Act, the Secretary has issued regulations ("Regulations") to carry out the provisions of the Act (14 C.F.R., Part 158); and

WHEREAS, The Regulations specify the procedures necessary to obtain authority to impose P.F.C.s and authority to use P.F.C. revenue in connection with certain airport-related projects; and

WHEREAS, On January 12, 1993, the City of Chicago passed an ordinance, published at pages 27791 -- 27794 of the Journal of the Proceedings of the City Council, authorizing the Commissioner of Aviation ("Commissioner") to file with the Federal Aviation Administration ("F.A.A.") applications for the authority to impose P.F.C.s at the Airports and applications to use P.F.C. revenues for airport-related projects; and

WHEREAS, In accordance with the authorization set forth in said ordinance, the Commissioner applied for and received approval from the F.A.A. to use P.F.C. funds to procure a Permanent Noise Monitoring System for the purpose of collecting and analyzing aircraft generated noise levels in the vicinity of the Airports; and

WHEREAS, Operation of the Permanent Noise Monitoring System requires installation of noise monitoring equipment in the vicinity of the Airports and the use of certain data from the F.A.A. air traffic control computer radar system ("Chicago TRACON") data directly to the Permanent Noise Monitoring System; and

WHEREAS, To facilitate installation of the first phase of Permanent Noise Monitoring System, the City has arranged for installation of noise monitors on certain utility poles owned by Commonwealth Edison Company ("ComEd"), and Centel Telephone Company of Illinois ("Centel") and installation of a computer interface with the Chicago TRACON at O'Hare and use of Chicago TRACON data in the operation of the Permanent Noise Monitoring System; and

WHEREAS, To facilitate installation of subsequent phases of the Permanent Noise Monitoring System, the City will arrange for installation of additional noise monitors, to be located on property owned by certain municipalities and other property owners in the vicinity of the Airports pursuant to agreements therewith, and therefore desires that the Commissioner have authority to enter into such agreements to the extent necessary to fully implement the Permanent Noise Monitoring System for the Airports; now, therefore,

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

SECTION 1. The City Council hereby adopts the statements contained in the preamble as if expressly set forth herein.

SECTION 2. The Commissioner is hereby authorized to execute the attached agreements with ComEd and Centel for installation of noise monitoring equipment on utility poles owned by ComEd and Centel.

SECTION 3. The Commissioner is hereby authorized to execute the attached agreement with F.A.A. to install a computer interface to the Chicago TRACON and to use certain data from the Chicago TRACON in the operation of the Permanent Noise Monitoring System for the Airports.

SECTION 4. In order to achieve the objective of the Permanent Noise Monitoring System as approved by the F.A.A., the Commissioner shall have full authority to enter into easements, licenses and similar agreements with municipalities and property owners for placement of permanent noise monitoring equipment on property owned by such municipalities and

property owners, such agreements to include, among other things, provisions similar to those set forth in the attached agreements, and such other provisions as the Commissioner deems prudent, to the extent of P.F.C. funds legally available for the system.

SECTION 5. If any section, paragraph, clause, or other provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause, or other provision shall not affect any remaining section, paragraph, clause, or provision of this ordinance.

SECTION 6. This ordinance shall be in full force and effect as of the date of its passage and approval.

[Pole Attachment Agreement with Commonwealth Edison Company, Pole Attachment Agreement with Centel Telephone Company of Illinois, and Memorandum of Agreement with Federal Aviation Administration referred to in this ordinance are on file and available for public inspection in the Office of the City Clerk.]

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND AMENDMENT TO 1995 ANNUAL APPROPRIATION ORDINANCE, AS AMENDED, TO REFLECT INCREASE IN AMOUNT OF FUNDS RECEIVED FROM FEDERAL AND STATE AGENCIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the 1995 Annual Appropriation Ordinance necessary to reflect an increase in the amount of grant funds received from Federal and State Agencies, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the Year 1995 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and private agencies; and

WHEREAS, In accordance with Section 8 of such Annual Appropriation Ordinance the heads of various departments and agencies of the City have

applied to agencies of the state and federal governments and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by federal and state agencies for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; and

WHEREAS, The City, through its Department of Health (the "Department"), has been awarded grant funds in the amount of One Hundred Eight Thousand Dollars ($108,000) by the Chicago Board of Education, which will be used to provide vision and hearing screening and referrals for follow-up screening for students enrolled in pre-kindergarten programs to increase their maximum learning potential; and

WHEREAS, The Department has been awarded grant funds in the amount of Three Hundred Fifty Thousand Dollars ($350,000) by the United States Environmental Protection Agency to conduct worker training and educational programs concerning lead-based paint abatement in the West Garfield Park community; now, therefore,

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

SECTION 1. The sum of Four Hundred Fifty-eight Thousand Dollars ($458,000) not previously appropriated, representing additional awards from agencies of the federal and state governments, has become available for appropriation for the year 1995.

SECTION 2. The sum of Four Hundred Fifty-eight Thousand Dollars ($458,000) not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 1995, and the Annual Appropriation Ordinance for the Year 1995, as amended, is hereby further amended by striking the words and figures and by adding the words and figures indicated in the attached Exhibit A.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendment To The 1995 Annual Appropriation Ordinance, As Amended.

925 -- Grant Funds.

Code	Department And Item	Strike Amount	Add Amount
	Estimate Of Grant Revenue For 1995		
	Awards from Agencies of the Federal Government	$770,434,573	$770,784,573
	Awards from Agencies of the State Government	$145,021,000	$145,129,000
41	Department Of Health		
	Pre-K Vision and Hearing Screening		$108,000
	Community-Based Lead Abatement Demonstration Project -- E.P.A.		$350,000

AUTHORIZATION FOR TRANSFER OF YEAR 1995 FUNDS WITHIN CITY COUNCIL COMMITTEE ON COMMITTEES, RULES AND ETHICS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1995 within the City Council Committee on Committees, Rules and Ethics, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1995. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1995 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Service	100	15-2245	0000	$1,600.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2245	0300	$1,600.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Committees, Rules and Ethics during the year 1995.

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

AUTHORIZATION FOR TRANSFER OF YEAR 1995 FUNDS WITHIN CITY COUNCIL COMMITTEE ON ZONING.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1995 within the City Council Committee on Zoning, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the Year 1995. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1995 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Service	100	15-2275	0000	$1,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Contractual Services	100	15-2275	0100	$1,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Zoning during the year 1995.

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

AUTHORIZATION FOR AMENDMENT OF YEAR XXII COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE REGARDING ALLOCATION OF FUNDS TO VARIOUS AGENCIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 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 amendment to the Year XXII Community Development Block Grant Ordinance necessary to allocate funds to specific agencies, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs to the City of Chicago; now, therefore,

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

SECTION 1. The Year XXII Community Development Block Grant Ordinance, as amended, is hereby further amended by striking the words

and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit A.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendments To C.D.B.G. Year XXII Ordinance.

Fund 852 -- Community Development Block Grant Year XXII Funds

Code	Department And Item	Strike Amount	Add Amount
	Department Of Human Services -- 53		
	Office for Youth Development Chicago for Youth -- 2575		
0140	Professional and Technical Services		
	Vendors (TBD)	$ 550,000	$ 90,000
	Abraham Lincoln Centre		160,000
	Alternatives, Inc.		160,000
	Metropolitan Family Services		160,000
	Emergency Food -- 2525		
0140	Professional and Technical Services		
	Vendors (TBD)	2,245,000	197,174

Code	Department And Item	Strike Amount	Add Amount
	Greater Chicago Food Depository		$1,790,826
	Chicago Anti-Hunger Federation		257,000
	Youth Delinquency Prevention -- 2560		
0140	Professional and Technical Services	3,932,939	3,962,939
	West Chesterfield Association		30,000
	Department Of Planning And Development -- 08		
	Community Development Assistance -- 2515		
0140	Professional and Technical Services	2,117,500	2,087,500
	West Chesterfield Association	30,000	0

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, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration various sign orders (which were referred on November 1, 15, 22 and 30, 1995, respectively) begs leave to recommend that Your Honorable Body do *Pass* nine sign orders (one sign, 6th Ward; one sign, 36th Ward; one sign, 40th Ward; two signs, 41st Ward; one sign, 42nd Ward; two signs, 44th Ward; and one sign, 48th Ward) which are transmitted herewith.

This recommendation was concurred in by all the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD L. STONE,
Chairman.

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

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

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

5205 North Broadway.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Art & Son Sign, Inc., 1090 Brown Street, Wauconda, Illinois 60084, for the erection of a sign/signboard over 24 feet in height and/or over

100 square feet (in area of one face) at Del Ray Farms, Inc., 5205 North Broadway, Chicago, Illinois:

Dimensions: length, 15 feet, 0 inches; height, 12 feet, 0 inches
Height Above Grade/Roof to Top of Sign: 28 feet, 0 inches
Total Square Foot Area: 180 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.

6150 North Broadway.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Art & Son Sign, Inc., 1090 Brown Street, Wauconda, Illinois 60084, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Del Ray Farms, Inc., 6150 North Broadway, Chicago, Illinois:

Dimensions: length, 15 feet, 0 inches; height, 12 feet, 0 inches
Height Above Grade/Roof to Top of Sign: 28 feet, 0 inches
Total Square Foot Area: 180 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.

4646 North Cumberland Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Vincent Sign Co., Inc., 307 East Lincoln Avenue, Bensenville, Illinois 60106, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Parkway Bank & Trust, 4646 North Cumberland Avenue:

Dimensions: length, 15 feet, 6 inches; height, 11 feet, 0 inches
Height Above Grade/Roof to Top of Sign: 60 feet, 0 inches
Total Square Foot Area: 178 feet, 4 inches.

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.

7230 West Foster Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Sign, 4044 West McDonough, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Ace Hardware, 7230 West Foster Avenue:

Dimensions: length, 22 feet, 7 inches; height, 8 feet, 0 inches
Height Above Grade/Roof to Top of Sign: 20 feet, 6 inches
Total Square Foot Area: 184 square feet (sign area).

Such sign shall comply with all applicable provisions of Title 17 of (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.

7236 West Foster Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Sign, 4044 West McDonough, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Palmer Video, 7236 West Foster Avenue:

Dimensions: length, 24 feet, 0 inches; height, 6 feet, 0 inches
Height Above Grade/Roof to Top of Sign: 18 feet, 6 inches
Total Square Foot Area: 144 square feet (sign area).

Such sign shall comply with all applicable provisions of Title 17 of (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.

3745 North Southport Avenue.
(Double Faced Vertical Sign)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Triangle Sign Co., 2724 South Wentworth Avenue, Chicago, Illinois 60616, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Mercury Theater, 3745 North Southport Avenue, Chicago, Illinois 60613 (double face vertical sign supported by beams):

Dimensions: length, 3 feet; height, 17 feet
Height Above Grade/Roof to Top of Sign: 36 feet
Total Square Foot Area: 102 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.

3745 North Southport Avenue.
(Single Faced Marquee Sign)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Triangle Sign Company, 2724 South Wentworth Avenue, Chicago, Illinois 60616, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Mercury Theater, 3745 North Southport Avenue, Chicago, Illinois 60613 (single face marquee sign, reading Mercury):

Dimensions: length, 21 feet; height, 6 feet
Height Above Grade/Roof to Top of Sign: 22 feet
Total Square Foot Area: 126 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.

7841 South Wabash Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to J.M. Stewart Corporation, 2201 Cantu Court, Suite 217 -- 218, Sarasota, Florida 34232, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Carter Temple CME Church, 7841 South Wabash Avenue, Chicago, Illinois 60619:

Dimensions: length, 10 feet, 10 inches; height, 5 feet
Height Above Grade/Roof to Top of Sign: 17 feet
Total Square Foot Area: 50 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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412 North Wells Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Universal Outdoor, Inc., 930 Stiles Drive, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 412 North Wells Street, Permanent Index Number 17-09-258-019:

Dimensions: length, 36 feet; height, 10.5 feet
Height Above Grade/Roof to Top of Sign: ____
Total Square Foot Area: 378 square feet
Sign will not be above the roof.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

APPOINTMENT OF MR. DARRYL L. DE PRIEST AS MEMBER OF BOARD OF ETHICS.

The Committee on Committees, Rules and Ethics submitted the following report:

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having had under consideration a communication signed by The Honorable Richard M. Daley, Mayor, which was referred on October 2, 1995, appointing Mr. Darryl L. DePriest as a member of the Board of Ethics for a term expiring July 31, 1999, begs leave to recommend that Your Honorable Body *Approve* the said appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Darryl L. DePriest as a member of the Board of Ethics 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

SUBMISSION OF APPLICATION TO COOK COUNTY ASSESSOR FOR CLASS 8 CERTIFICATION OF NORTH-CICERO SEVERELY BLIGHTED AREA.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance, transmitted with a communication signed by The Honorable Richard M. Daley, Mayor, designating a vacant 15.1 acre site at North Avenue and Cicero Avenue as a "severely blighted area" and authorizing and directing the Commissioner of Planning and Development to apply to the Cook County Assessor for Class 8 certification for said area, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Estate Classification Ordinance, with Amendments approved December 6, 1994 (the "Classification Ordinance") for the purpose of encouraging and assisting new development in areas that are depressed, blighted or threatened with blight; and

WHEREAS, The Classification Ordinance, as amended, attached hereto as Exhibit A, is hereby incorporated by reference with the terms herein having the meanings set forth in the Classification Ordinance, as amended, unless otherwise defined herein; and

WHEREAS, One of the real property assessment classifications created under the Classification Ordinance, as amended, is a Class 8 classification; and

WHEREAS, The purpose of a Class 8 classification is to encourage industrial and commercial development in severely blighted areas of Cook County; and

WHEREAS, The City of Chicago is a home rule unit authorized by the Illinois Constitution of 1970 to exercise any power and perform any function pertaining to its government and affairs, including designations of areas within its jurisdiction as severely blighted; and

WHEREAS, Municipalities, such as the City of Chicago may apply to the Cook County Assessor to certify areas within its jurisdiction as "severely blighted" and eligible for Class 8 classification; and

WHEREAS, It is appropriate and in the best interest of the City of Chicago to apply to the Cook County Assessor to grant Class 8 status to an approximately fifteen (15) acre area (the "Area") located in the Austin area (Community Area 25) and further described as follows: the area bounded generally by North Lavergne Avenue on the west, West North Avenue on the north, North Cicero Avenue on the east and West LeMoyne Street on the south, the Area being more fully described in Exhibit B -- Boundary Map and Legal Description, attached hereto; and

WHEREAS, The members of the City Council of the City of Chicago have reviewed a report entitled "Class 8 Application For The North-Cicero Severely Blighted Area"; and

WHEREAS, The City Council of the City of Chicago does hereby find as follows:

1. the land within the Area, known as the North-Cicero Severely Blighted Area is in a state of aggravated abandonment, deterioration and underutilization;

2. the Area continues to be marked by a lack of viable commercial buildings;

3. the real estate property taxes for the Area have remained stagnant, none being collected;

4. the communities surrounding the Area remain in a state of economic depression as evidenced by the substantial unemployment in these communities and a low level of median family income which is below the Cook County average;

5. the combination of these factors has created an extreme state of economic impoverishment and disinvestment in the Area;

6. if the vacant land within the Area were improved or new structures developed, the economic well-being of Cook County and the City of Chicago would be improved by an increased level of economic activity leading to increased employment opportunities and growth in the real estate property tax base; and

7. there is a manifest lack of economic feasibility for private enterprise to accomplish the necessary modernization, rehabilitation and development of the Area without public assistance and encouragement; now, therefore,

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

SECTION 1. The Area, known as the North-Cicero Severely Blighted Area, bounded generally by North Lavergne Avenue on the west, West North Avenue on the north, North Cicero Avenue on the east and West LeMoyne Street on the south, qualifies as a "severely blighted area" in that it:

(a) is in a state of economic depression and it is not economically feasible for private enterprise to accomplish the necessary modernization, rehabilitation, and development of the Area without public assistance and encouragement; and

(b) meets the definition of "severely blighted" under the provisions of the Classification Ordinance, as amended, in that it is greater than ten (10) contiguous acres and less than one (1) contiguous square mile and in a state of extreme economic depression resulting from the following factors: (i) substantial unemployment; (ii) a low level of median family income; (iii) aggravated abandonment, deterioration, and underutilization of properties; (iv) a lack of viable industrial and commercial buildings whose absence significantly contributes to the depressed economic and unemployment conditions in the Area; (v) a clear pattern of stagnation or decline of real estate taxes within the Area as a result of its depressed condition; and (vi) a manifest lack of economic feasibility for private enterprise to accomplish the necessary modernization, rehabilitation and development of the Area without public assistance and encouragement.

SECTION 2. The Area is hereby designated and certified as a "severely blighted area" for purposes of Class 8 of the Classification Ordinance, as amended.

SECTION 3. The Commissioner of the Department of Planning and Development is hereby authorized and directed to apply to the Cook County Assessor for a Class 8 certification of the Area.

SECTION 4. The Commissioner of the Department of Planning and Development is hereby authorized and directed: (a) to file a copy of this ordinance, certified by the City Clerk of the City of Chicago, with the Cook County Assessor; (b) to provide the Cook County Assessor with any necessary documentation required to grant Class 8 certification to the Area;

and (c) to take any other actions necessary to promote the redevelopment of the Area and the surrounding communities.

SECTION 5. This ordinance shall be effective from and after its due passage.

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

Exhibit "A".

An Ordinance Amending The Real Property Assessment Classification Ordinance, As Amended.

Be It Enacted By The Cook County Board Of Commissioners;

The Real Property Assessment Classification Ordinance, as from time to time amended (November 29, 1976; June 6, 1977; September 19, 1977; May 16, 1978; January 2, 1979; March 3, 1980; September 2, 1980; October 3, 1983; April 2, 1984; May 21, 1984; July 30, 1984; September 4, 1984; October 1, 1984; November 18, 1985; May 19, 1986; June 20, 1988; September 5, 1989; December 18, 1989 and March 16, 1992) is hereby amended to read as follows:

The Cook County Board of Commissioners finds and declares:

(1) that in certain areas of Cook County there is a lack of viable industrial and commercial buildings, which is contributing to substantial unemployment in such areas;

(2) that if existing industrial and commercial structures were improved and utilized fully, and if new industrial and commercial structures were developed, the County's economic well-being would be improved by an increase in the level of economic activity, by increased employment opportunities and by a growth in the real property tax base;

(3) that because of the blighted or depressed condition of the areas where such development is needed, the ordinary unaided operation of private enterprise cannot accomplish the necessary modernization, rehabilitation and development and that provision must be made for public assistance and encouragement of such private enterprises;

(4) that the creation of new property tax classifications for (a) new development of industrial structures, or the substantial rehabilitation and re-utilization of existing industrial structures, for the County as a whole as well as for specific areas of special need, and (b) new development of commercial structures, or the substantial rehabilitation and re-utilization of existing commercial structures in areas that are depressed, blighted or threatened with blight, is an appropriate and necessary method of providing such assistance and encouragement, and will result in increasing the tax base in such areas and for the entire County;

(5) that the creation of a new property tax classification for the rehabilitation of certain multi-family rental housing will increase and improve the stock of decent, safe and affordable housing for low- and moderate-income households in Cook County, and will remove the blight or potential blight of deteriorating housing stock while also increasing the tax base of the County; and

(6) that the amendment of real estate assessment classifications for the purpose of lowering the assessment level for certain single room occupancy ("S.R.O.") buildings will encourage the retention and development of the most affordable permanent housing available to homeless and very low-income individuals.

Section 1.

(A) Cook County hereby establishes the system of classifying real estate for the purposes of assessment for taxation set forth in the following sections.

(B) Definitions:

(1) For the purpose of this ordinance, the definition of "real estate" shall be:

"Not only the land itself, whether laid out in town or city lots, or otherwise, with all things contained therein, but also all buildings, structures and improvements, and their permanent fixtures, of whatsoever kind, thereon, and all rights and privileges belonging or in anywise pertaining thereto."

Included therein is any vehicle or similar portable structures used or so constructed as to permit its being used as a dwelling for one or more persons; if

such structure is resting in whole on a permanent foundation.

(2) For the purpose of this ordinance, the definition of "market value" shall be:

"That value, estimated at the price it would bring at a fair voluntary sale."

(3) For the purposes of this ordinance, the definition of "real estate used for residential purposes" shall be:

"Any improvement or portion thereof occupied solely as a dwelling unit."

(4) For the purposes of this ordinance, the definition of "single-room occupancy building" shall be:

"A multi-unit residential building in which at least ninety percent (90%) of the units are single-room occupancy units, excluding rooms occupied by management employees, and in which at least seventy-five percent (75%) of the annual occupancy of the S.R.O. units is for monthly terms."

(5) For the purposes of this ordinance, the definition of "single-room occupancy" shall be:

"A room rented as sleeping or living quarters with or without cooking facilities located in the same room as the sleeping or living quarters, and with or without individual bathrooms."

(6) For the purposes of this ordinance, the definition of "real estate used for industrial purposes" shall be:

"Any real estate used primarily in manufacturing, as defined in Section 1 (B) (7), or in the extraction or processing of raw materials unserviceable in their natural state to create new physical products or materials, or in the transportation or storage of raw materials or finished physical goods in the wholesale distribution of such materials or goods."

(7) For the purposes of this ordinance, the definition of "manufacturing" shall be:

"The material staging and production of goods used in procedures commonly regarded as manufacturing, processing, fabrication, or assembling which changes existing material into new shapes, new qualities, or new combinations."

(8) For the purposes of this ordinance, the definition of an "area in need of commercial development" shall be:

"Any area within Cook County which satisfies the provisions of Section 4A of this ordinance."

(9) For the purposes of this ordinance, the definition of "real estate used for commercial purposes" shall be:

"Any real estate used primarily for buying and selling of goods and services, or for otherwise providing goods and services, including any real estate used for hotel and motel purposes."

(10) For the purposes of this ordinance, the definition of "community area" shall be:

"An area within the City of Chicago so designated and identified by the *Social and Economic Characteristics of Chicago's Population: Community Area Profiles, December, 1992*, or revisions thereto, or in Cook County outside the City of Chicago, as defined by the municipality concerned or by the County in unincorporated areas."

(11) For the purposes of this ordinance, the definition of "abandoned property" shall be:

"Buildings and other structures that, after having been vacant and unused for at least twenty-four (24) continuous months, have been substantially rehabilitated or purchased for value by a purchaser in whom the seller has no direct financial interest."

(12) For the purposes of this ordinance, the definition of "severely blighted area" shall be:

"An area no less than ten (10) contiguous acres or more than one (1) contiguous square mile in size which is in a state of extreme economic depression evidenced

by such factors, as defined in the rules and regulations as promulgated by the Office of the Cook County Assessor, among others, as: (a) substantial unemployment; (b) a low level of median family income; (c) aggravated abandonment, deterioration, and underutilization of properties; (d) a lack of viable industrial and commercial buildings whose absence significantly contributes to the depressed economic and unemployment conditions in the area; (e) a clear pattern of stagnation or decline of real estate taxes within the area as a result of its depressed condition; (f) a manifest lack of economic feasibility for private enterprise to accomplish the necessary modernization, rehabilitation and development of the area without public assistance and encouragement; and (g) other factors which evidence an imminent threat to public health, welfare and safety."

(13) For purposes of this ordinance and more particularly Section 2 thereof, real estate while under lease or license to a unit of local government for an annual rental or fee of not more than One Dollar ($1.00), shall not be deemed to be "improved" as a result of any alterations, additions or modifications consisting of the construction, landscaping, maintenance, or beautification of parks, parkways, parking lots, playgrounds, or similar public facilities operated or maintained for the public benefit. During the term of such lease or license, including extensions thereof, the real estate which is the subject of such lease or license shall be treated as though such alterations, additions, or modifications have not been made.

(14) For purposes of this ordinance, the definition of "multi-family residential real estate" shall be:

"Real estate which is used primarily for residential purposes and consists of an existing multi-family building containing seven (7) or more rental dwelling units."

(15) For purposes of the Class 9 provisions of this ordinance only, the definition of "major rehabilitation" shall be:

"The extensive renovation or replacement of primary building components or systems as further prescribed by rule of the Assessor."

(16) For purposes of this ordinance, the definition of a "low- or moderate-income person or household" shall be:

"A person or household occupying a single dwelling unit and whose combined annual income is equal to or less than the income limits for low-income families for the Chicago Metropolitan Statistical Area as determined by the Secretary of the United States Department of Housing and Urban Development pursuant to Section 3 (b) (2) of the United States Housing Act of 1937, as amended. A household consists of all the occupants of a legal dwelling unit, related or unrelated."

(17) For purposes of this ordinance, the definition of "targeted area" shall be:

"Census tracts in the City of Chicago or census block groups in the County of Cook Outside of the City of Chicago, as defined and identified by the United States Census Bureau's most recent census, in which at least fifty-one percent (51%) of the residents are low- or moderate-income persons."

(18) For purposes of this ordinance, the definition of "rents affordable to low- and moderate-income persons and households" shall be:

"Gross rents that do not exceed thirty percent (30%) of the adjusted income of a household whose income equals fifty-five percent (55%) of the median income for the Chicago Metropolitan Statistical Area, with adjustments for number of bedrooms in the units, as determined annually by the Secretary of the United States Department of Housing and Urban Development, or rents for units occupied by households receiving housing assistance under Section 8 of the United States Housing Act of 1937, as amended. 'Gross rents' shall be the rental cost of the unit plus any allowances for tenant-paid utilities (except telephone), services and appliances."

Section 2.

Real estate is divided into the following assessment classes:

Class 1: Unimproved real estate.

Class 2: Real estate used as a farm, or real estate used for residential purposes when improved with a house, an apartment building of not more than six (6) living units, or residential condominium, a residential cooperative or a government-subsidized housing project, if required by statute to be assessed in the lowest assessment category. Real estate improved with a single-room occupancy building, as defined herein, provided (1) that at least one-third ($\frac{1}{3}$) of the single room occupancy units are leased at no more than eighty percent (80%) of the current "Fair Market Rent Schedule for Existing Housing for Single-Room Occupancy units as set by the United States Department of Housing and Urban Development" (hereinafter "F.M.R. schedule"); (2) that no single-room occupancy units are leased at rents in excess of one hundred percent (100%) of the current F.M.R. schedule; (3) that the overall maximum average rent per unit for all single-room occupancy units in the building shall not exceed ninety percent (90%) of the current F.M.R. schedule; and (4) that the subject property is in substantial compliance with all local building, safety and health codes and requirements. In the event that the owner fails to comply with these requirements, the Class 2 Classification shall be revoked.

Class 3: All improved real estate used for residential purposes which is not included in Class 2 or in Class 9, including a single-room occupancy building, as defined herein.

Class 4: Real estate owned and used by a not-for-profit corporation in furtherance of the purposes set forth in its charter unless used for residential purposes. If such real estate is used for residential purposes, it shall be classified in the appropriate residential class.

Class 5(a): All real estate not included in Class 1, Class 2, Class 3, Class 4, Class 5(b), Class 6(b), Class 7(a), Class 7(b), Class 8 or Class 9 of this section.

Class 5(b): All real estate used for industrial purposes as defined herein and not included in any other class.

Class 6(b): Real estate used primarily for industrial purposes, as defined herein, consisting of all newly constructed buildings or other structures, including the land upon which they are situated; or abandoned property, as defined herein, including the land upon which such property is situated; or all buildings and other structures which are substantially rehabilitated to the extent such rehabilitation has added to their value, including qualified land related to the rehabilitation. Land qualifies when the rehabilitation adds vertical or horizontal square footage to the improvements. The amount of land eligible for the incentive shall be in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel.

Prior to filing a Class 6(b) eligibility application with the Assessor, an applicant must obtain from the municipality in which the real estate is located or the Board of Commissioners of Cook County if the real estate is located in an unincorporated area, an ordinance or resolution expressly stating that the municipality or County Board, as the case may be, has determined that the incentive provided by Class 6(b) is necessary for development to occur on that specific real estate and that the municipality or County Board, as the case may be, supports and consents to the Class 6(b) application to the Assessor. A certified copy of such ordinance or resolution shall be included with the Class 6(b) eligibility application at the time of filing the application with the Assessor.

This classification shall continue for a period of ten (10) years from the date such new construction (excluding demolition, if any) or such substantial rehabilitation was completed and initially assessed, or in the case of abandoned property, from the date of substantial reoccupancy. After such ten (10) year period the real estate shall revert to the applicable classification under this ordinance.

Additionally, for newly constructed or substantially rehabilitated buildings and other structures to qualify for Class 6(b) classification, an eligibility application must be made to the Assessor within one (1) year prior to the commencement of such new construction or substantial rehabilitation. With respect to abandoned property, the eligibility application must be made to the Assessor no later than ninety (90) days after purchase for value if such property is encompassed within the definition herein of abandoned property by reason of purchase for value; or

within one (1) year prior to the commencement of substantial rehabilitation if such property is encompassed within that definition by reason of substantial rehabilitation.

The Assessor may adopt rules consistent with the foregoing necessary to ensure proper review of all factors relevant to determine eligibility for the benefits provided under Class 6(b).

The Assessor shall provide by rule for the filing of triennial reassessment reports by all Class 6(b) recipients as to the use of the property and the number of persons employed at the Class 6(b) site. Such reports shall be verified. Failure to file such reports within the time established by the Assessor's rules shall result in loss of the incentive for the period relating to the non-filing.

Class 7(a): Real estate used primarily for commercial purposes, as defined herein, comprising a qualified commercial development project, as determined pursuant to Section 4A hereunder, located in an "area in need of commercial development", where total development costs, exclusive of land, do not exceed Two Million Dollars ($2,000,000) consisting of all newly constructed buildings or other structures including the land upon which they are situated; or abandoned property, as defined herein, including the land upon which such property is situated; or all buildings and other structures which are substantially rehabilitated to the extent such rehabilitation has added to their value, including qualified land related to the rehabilitation. Land qualifies when the rehabilitation adds vertical or horizontal square footage to the improvements. The amount of land eligible for the incentive shall be in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel.

This classification shall continue for a period of ten (10) years from the date such new construction (excluding demolition, if any) or such substantial rehabilitation was completed and initially assessed, or in the case of abandoned property, from the date of substantial reoccupancy. After such ten (10) year period the real estate shall revert to the applicable classification under this ordinance.

The Assessor shall provide by rule for the filing of triennial reassessment reports by all Class 7(a) recipients as to the

use of the property and the number of persons employed at the Class 7(a) site. Such reports shall be verified. Failure to file such reports within the time established by the Assessor's rules shall result in loss of the incentive for the period relating to the non-filing.

Class 7(b): Real estate used primarily for commercial purposes, as defined herein, comprising a qualified commercial development project, as determined pursuant to Section 4A hereunder, located in an "area in need of commercial development", where total development costs, exclusive of land, exceed Two Million Dollars ($2,000,000) consisting of all newly constructed buildings or other structures, including the land upon which they are situated; or abandoned property, as defined herein, including the land upon which such property is situated; or all buildings and other structures which are substantially rehabilitated to the extent such rehabilitation has added to their value, including qualified land related to the rehabilitation. Land qualifies when the rehabilitation adds vertical or horizontal square footage to the improvements. The amount of land eligible for the incentive shall be in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvement on the parcel.

This classification shall continue for a period of ten (10) years from the date such new construction (excluding demolition, if any) or such substantial rehabilitation was completed and initially assessed, or in the case of abandoned property, from the date of substantial reoccupancy. After such ten (10) year period the real estate shall revert to the applicable classification under this ordinance.

The Assessor shall provide by rule for the filing of triennial reassessment reports by all Class 7(b) recipients as to the use of the property and the number of persons employed at the Class 7(b) site. Such reports shall be verified. Failure to file such reports within the time established by the Assessor's rules shall result in loss of the incentive for the period relating to the non-filing.

Class 8: Real estate used primarily for industrial and commercial purposes, consisting of all newly constructed buildings or other structures, including the land upon which they are situated; or abandoned property, as defined herein, *including the land upon which such property is situated; or*

all buildings and other structures which are substantially rehabilitated to the extent such rehabilitation has added to their value, including qualified land related to the rehabilitation. Land qualifies when the rehabilitation adds vertical or horizontal square footage to the improvements. The amount of land eligible for the incentive shall be in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel. Such real estate must be located in an area which has been certified as severely blighted in accordance with the provisions of Section 4B herein, and the municipality in which such real estate is located or, if in an unincorporated area, the County has by lawful resolution determined that such real estate is consistent with an overall plan for the rehabilitation of the area.

This classification shall continue for a period of twelve (12) years from the date such new construction (excluding demolition, if any) or substantial rehabilitation was completed and initially assessed, or in the case of abandoned property, from the date of substantial reoccupancy. After such twelve (12) year period the real estate shall revert to the applicable classification under this ordinance.

The Assessor may adopt rules consistent with the foregoing necessary to insure proper review of the application, supporting data and all other pertinent factors.

The certification of an area as severely blighted shall expire five (5) years from the date such certification is granted. The Assessor shall notify the applicant of the date of expiration of certification one (1) year before the date of the expiration of the certification. Such certification, pursuant to the same criteria, may be extended for one additional five (5) year period subject to reapplication by the appropriate local governing body within the period from one (1) year to six (6) months prior to the expiration of the initial five (5) year period.

The Assessor shall provide by rule for the filing of triennial reassessment reports by all Class 8 recipients as to the use of the property and the number of persons employed at the Class 8 site. Such reports shall be verified. Failure to file such reports within the time established by the Assessor's rules shall result in loss of the incentive for the period covered by the non-filing.

Class 9: All real estate otherwise entitled to Class 3 classification under this ordinance provided that such real estate, consisting of land and existing buildings and structures, (1) is multi-family residential real estate, as defined herein, (2) has undergone major rehabilitation, as defined herein, (3) is located in a targeted area, as defined herein, or in an Empowerment Zone or Enterprise Community, as proposed and approved by the Cook County Board of Commissioners on June 22, 1994 or the Chicago City Council on May 18, 1994, (4) has at least fifty percent (50%) of the dwelling units leased at rents affordable to low- or moderate-income persons or households, as defined herein, and (5) is in substantial compliance with all applicable local building, safety and health requirements and codes.

To qualify for the Class 9 classification, the applicant must: (1) file an eligibility application with the Assessor prior to commencement of rehabilitation; (2) undertake and complete a major rehabilitation of the subject property; (3) maintain the subject property in substantial compliance with all local building, safety and health codes and requirements for the duration of the Class 9 classification period; (4) lease, for the duration of the Class 9 classification period, at least fifty percent (50%) of the dwelling units of the subject property to tenants at rents which will not exceed rents affordable to low- and moderate-income persons or households; and (5) file annually with the Assessor, on or before a date determined by the Assessor, for the duration of the Class 9 classification period, a sworn statement verifying continuous compliance with the Class 9 provisions of this ordinance. No applicant shall discriminate on the basis of race, color, sex, marital status, religion, national origin or ancestry, or on any other basis prohibited under federal, state or local law.

Upon completion of the major rehabilitation, the applicant must supplement the application by submitting evidence showing that major rehabilitation did, in fact occur, the date that the major rehabilitation was completed and that the real estate complies with all applicable local building, safety and health requirements and codes.

Beginning January 1, 1995, Class 9 classification shall have an initial duration of ten (10) years from the date that the major rehabilitation was completed, and may, upon

application to the Assessor within the period from eighteen (18) months to twelve (12) months prior to the expiration of the Class 9 classification period, be extended for a further ten (10) year period. Upon application to the Assessor within the period from eighteen (18) months to twelve (12) months prior to the expiration of the first extension of the Class 9 classification period, the Class 9 classification may be extended for a further ten (10) year period. No further extensions of the Class 9 classification shall be allowed thereafter. All eight (8) year duration Class 9 classifications in effect on January 1, 1995 are hereby extended to a ten (10) year period unless the property owner has filed a Notice of Termination with the Assessor within a period from eighteen (18) months to twelve (12) months prior to the expiration of the current Class 9 classification period. No extension of Class 9 classification shall be granted unless the Assessor determines that (1) the building remains in compliance with the affordable rent requirements defined herein, and (2) the building remains in substantial compliance with all applicable local building, safety and health requirements and codes. After such period the real estate shall revert to the applicable classification under this ordinance.

When the Class 9 classification is due to expire or is terminated by action of the owner or the Assessor, the property owner shall, in a manner and form determined by the Assessor, notify all Class 9 tenants of the date of the termination of Class 9 classification.

Section 3.

The Assessor shall assess, and the Board of Appeals shall review assessments on real estate in the various classes at the following percentages of market value:

Class 1: 22%

Class 2: 16%

Class 3: 33%

Class 4: 30%

Class 5(a): 38%

Class 5(b): 36%

Class 6(b): 16% for first 8 years, 23% in year 9 and 30% in year 10

Class 7(a): 16% for first 8 years, 23% in year 9 and 30% in year 10

Class 7(b): 16% for first 8 years, 23% in year 9 and 30% in year 10

Class 8: 16% for first 10 years, 23% in year 11 and 30% in year 12

Class 9: 16% for an initial 10 year period, renewable upon application for two further 10-year periods

Section 4.

(A) To qualify as a commercial development project under Class 7(a) or 7(b), it is necessary that the project be located in an area in need of commercial development in that:

(1) the area is, or has been within the last ten (10) years, designated by federal, state or local agency as a conservation, blighted or renewal area or an area encompassing a rehabilitation or redevelopment plan or project adopted under the Illinois Urban Renewal Consolidation Act of 1961, as amended, or the Commercial Renewal Redevelopment Areas Act of 1967, as amended, or that the area is located in a federal Empowerment Zone or Enterprise Community, as proposed and approved by the Cook County Board of Commissioners on June 22, 1994 or the Chicago City Council on May 18, 1994, or the Commercial District Development Commission Ordinance of the City of Chicago or designation(s) of like effect adopted under any similar statute or ordinance; and

(2) real estate taxes within said area, during the last six (6) years, have declined, remained stagnant or potential real estate taxes are not being fully realized due to the depressed condition of the area; and

(3) there is a reasonable expectation that the development, re-development or rehabilitation of the commercial development project is viable and likely to go forward on a reasonably timely basis if granted Class 7(a) and/or 7(b) designation and will therefore result in the economic enhancement of the area; and

(4) certification of the commercial development project for Class 7(a) and/or 7(b) designation will materially

assist development, re-development or rehabilitation of the area and the commercial development project would not go forward without the full incentive offered under Class 7(a) or (7b); and

(5) certification of the commercial development project for Class 7(a) or 7(b) designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities within the area.

Prior to filing a Class 7(a) or 7(b) eligibility application with the Assessor, an applicant must obtain from the municipality in which the real estate is located, or the Board of Commissioners of Cook County if the real estate is located in an unincorporated area, an ordinance or resolution expressly stating that the municipality or County Board, as the case may be, has determined that factors (1) through (5) are present and that the municipality or County Board, as the case may be, supports and consents to the Class 7(a) or 7(b) application to the Assessor. A certified copy of such ordinance or resolution shall be included with the Class 7(a) or 7(b) application at the time of filing the application with the Assessor. The application shall include any other information deemed necessary by the Assessor. The applicant must demonstrate that the commercial development project qualifies for the Class 7(a) or 7(b) classification and shall bear the expense of doing so.

Inasmuch as the County desires to encourage economic development in the neighborhoods of Cook County, support the increased use of the incentive by smaller projects and to limit the expense of such applications, the Assessor shall liberally construe the requirements of factors (1) through (5) for Class 7(a) applications.

The Assessor shall adopt rules, including a provision for a public hearing, necessary to ensure a proper review of the application and supporting data.

Certification of a commercial development project shall not be denied by reason of insufficient size if it otherwise qualifies hereunder. In determining what constitutes the "full incentive offered" as provided in factor (4) above, consideration may be given to any lawful inter-governmental participation agreements under which the project developer has agreed, as a precondition to Class 7(a) or 7(b) certification, to share a portion of future profits with the appropriate taxing districts.

In order to promptly determine Class 7(a) applications, the Assessor shall appoint a hearing officer and arrange for a public hearing to be held within thirty (30) days of receipt of the application and all the necessary supporting data. No later than twenty-one (21) days after the hearing, the hearing officer shall submit findings to the Assessor who shall review the application, supporting data, findings of the hearing officer and other appropriate facts. Where the Assessor finds that factors (1) through (5) exist, he shall, within seventy-five (75) days after receipt of the application and necessary supporting data, certify the commercial development project eligible for Class 7(a) treatment under this ordinance.

In order to determine Class 7(b) applications, upon receipt of the application and all the necessary supporting data, the Assessor shall forward it to the Economic Development Advisory Committee of Cook County. The Committee shall within thirty (30) days return the application to the Assessor with a finding stating whether factors (1) through (5) are present. Upon receipt of a written request from the Committee no later than seven (7) days prior to the expiration of the thirty (30) day period, the Assessor may extend for a period not to exceed an additional thirty (30) days the time for return of the application with the Committee's finding. Upon receipt of the findings of the Committee, the Assessor shall appoint a hearing officer and arrange for a public hearing to be held within thirty (30) days. The hearing officer shall submit findings to the Assessor within twenty-one (21) days of the hearing. The Assessor shall review the application, supporting data, findings of the Committee and other appropriate facts. Where the Assessor finds factors (1) through (5) exist, he shall, within twenty-one (21) days of the receipt of the hearing officer's findings, certify the commercial development project eligible for Class 7(b) treatment under this ordinance.

Class 7(a) and 7(b) certifications shall lapse within one (1) year from the date of issuance unless new construction or substantial rehabilitation, or in the case of abandoned property, reoccupation of the commercial development project has commenced prior to its expiration.

(B) To be certified as a severely blighted area for purposes of Class 8 classification it is necessary: (1) that the municipality in which the area is located or, if an unincorporated area, the County determines by lawful resolution that the area is in a state of economic depression and that it is not economically feasible for private enterprise to accomplish the necessary modernization, rehabilitation, and development of the area without public assistance and encouragement, or a determination of similar

import; (2) that the municipality or, if in an unincorporated area, the County applies to the Assessor for certification of the area as severely blighted; (3) that, upon receiving an application to certify an area as severely blighted, the Assessor shall review the application, supporting data and other appropriate factors relevant to a determination of the severity of the economic conditions of the area. In determining whether the "severely blighted condition" requirement is met, the Assessor shall give strong consideration and substantial weight to the fact that an area is located in a federal Empowerment Zone or Enterprise Community, as proposed and approved by the Cook County Board of Commissioners on June 22, 1994 or the Chicago City Council on May 18, 1994.

Upon finding that existing factors convincingly demonstrate that the area is severely blighted, as defined in this ordinance, the Assessor shall grant such certification to the area. In making this determination statistical data relevant to the surrounding area as well as the specific area for which certification is sought may be considered. The surrounding area for the City of Chicago shall be the "community area" as defined herein; for all other areas in the County it shall be, where applicable, the municipality in which the area is located.

Section 5.

Where a single parcel of real estate is partially included in two or more of the above-described classes, each portion shall be assessed at the assessment level herein prescribed for that class.

Section 6.

All portions of this ordinance are severable, and if any of its provisions or any sentence, clause or paragraph shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

Section 7.

A written report on the status and progress of the implementation of this ordinance, or any amendments thereto, and all rules promulgated by the Assessor hereunder, shall be submitted by the Cook County Assessor to the President and Board of Cook County Commissioners annually on or before December 1.

Section 8.

(A) This classification system is applicable to assessments for the tax assessment year 1995 and for subsequent tax assessment years.

(B) The incentive provisions of this ordinance provided to qualifying parcels of real estate for Class 6(b), Class 7(a), Class 7(b) and Class 8 shall expire on December 31, 1999, unless otherwise reviewed by action of the Cook County Board of Commissioners. Real estate granted a Class 6, Class 6(a), Class 6(b), Class 7 or Class 8 classification on or before December 31, 1994 shall retain such classification under the terms and conditions of the ordinance prior to January 1, 1995. Real estate for which an application for Class 6(a), Class 6(b), Class 7 or Class 8 classification is filed with the Assessor on or before December 31, 1994 and which thereafter is determined by the Assessor to be eligible for the classification under the terms and conditions of this ordinance existing prior to January 1, 1995, shall be entitled to receive such classification under such terms and conditions.

(C) Notwithstanding the provisions of Section 8 (A) above, the Class 9 incentive provisions of this ordinance shall be applicable to the assessment of real estate qualifying for the Class 9 classification on or after the date of the adoption and approval of this amendment to this ordinance for the 1988 tax assessment year and for subsequent tax years.

Section 9.

The assessment level applicable to real estate classified under incentive Classes 6(b), 7(a), 7(b), 8 and 9 shall in no event exceed the assessment level which otherwise would have been applicable to such real estate under the remaining assessment classes provided herein.

Section 10.

The June 20, 1988 amendment of the Real Property Assessment Classification Ordinance creating the Class 9 classification and all other provisions pertaining thereto shall take effect immediately upon its adoption and approval and shall be applicable to assessments of real estate qualifying on or after the effective date of this amendment for the tax assessment year 1988 and for subsequent tax assessment years.

Section 11.

The March 16, 1992 amendment of the Real Property Assessment Classification Ordinance creating the definitions for a single-room occupancy ("S.R.O.") building and unit and amending the Class 2 and Class 3 classifications to include S.R.O. buildings shall be effective for the 1992 assessment year and subsequent years.

Adopted and Approved on this 6th day of December, 1994.

Approved:

John H. Stroger, Jr.
President of the Board of
Commissioners of Cook County,
Illinois

Attest:

David D. Orr
County Clerk of Cook County,
Illinois

Exhibit "B".

North-Cicero Severely Blighted Area.

Legal Description.

Blocks 1 and 2

Lots 1 to 49, inclusive, in Block 1; Lots 1 to 48, inclusive, in Block 2 together with all the 16 foot alleys in said Blocks 1 and 2 vacated by ordinance passed June 27, 1910 and recorded July 8, 1910 as Document

No. 4591953. Also all of the part of West Pierce Avenue lying between said Blocks 1 and 2 being also vacated by the above mentioned ordinance, all in Kochersperger and Thompson's North Avenue Subdivision of the northeast quarter of the northeast quarter of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian (excepting from the above those parts of Lots 1, 45, 46, 47, 48 and 49 and vacated alley in Block 1 and Lots 1 to 7 and vacated West Pierce Avenue taken for the widening of North Cicero Avenue by quitclaim deed to the people of the State of Illinois recorded February 7, 1980 as Document No. 25353090) in Cook County, Illinois.

Streets

All that part of North Lamon Avenue lying south of the south line of West North Avenue extended and lying north of the north line of West LeMoyne Street extended as laid out in Kochersperger and Thompson's North Avenue Subdivision, aforesaid.

All that part of West Pierce Avenue lying west of the west line of North Lamon Avenue extended and lying east of the east line of Lot 4 extended south and the east line of Lot 5 extended north in the resubdivision of Lots 21 to 30, the west 20 feet of Lots 20 and 31 and vacated alley between said lots in Block 8 and Lot 30 and the west 20 feet of Lot 31 in Block 7 in Kochersperger and Thompson's North Avenue Subdivision, aforesaid.

Block 7

Lots 1 to 20, inclusive (except the west 20 feet of Lot 20), Lots 31 to 50, inclusive (except the west 20 feet of Lot 31, also except the south 70 feet of Lots 32 to 41, inclusive, and the south 70 feet of that part of Lot 31 as described herein) in Block 7 in Kochersperger and Thompson's North Avenue Subdivision of the northeast quarter of the northeast quarter of Section 4, Township 39 North, Range 13 East of the Third Principal Meridian.

All of the east and west 16 foot vacated alley lying south of and adjoining the south line of Lots 1 to 20, both inclusive, lying north of and adjoining the north line of Lots 31 to 50, both inclusive, lying east of the adjoining the east line of the west 20 feet of said Lot 20 produced south 16 feet and lying west of and adjoining the east line of said Lot 1 produced south 16 feet all in Block 7 in Kochersperger and Thompson's North Avenue Subdivision aforementioned; all of the north and south 16 foot vacated alley (except the south 70 feet thereof) lying west and adjoining the east line of the west 20 feet of Lots 20 and 31 and the east line of the west 20 feet of said Lot 20 produced south 16 feet, in Block 7, in Kochersperger and Thompson's North Avenue Subdivision aforementioned, all of the north and south 16 foot vacated alley (except the south 70 feet thereof), lying

west of and adjoining the east line of the west 20 feet of Lots 20 and 31 and the east line of the west 20 feet of said Lot 20 produced south 16 feet, in Block 7 in Kochersperger and Thompson's North Avenue Subdivision aforementioned; lying east of and adjoining the east line of Lots 5 to 12, both inclusive, and lying south of and adjoining the north line of said Lot 5 produced east 16 feet, in the resubdivision of Lots 21 to 30, inclusive, the west 20 feet of Lots 20 and 31 and the vacated alley between said lots in Block 7 in Kochersperger and Thompson's North Avenue Subdivision, aforementioned.

Block 8.

Lots 1 to 25 and 31 to 50, all inclusive (except the west 20 feet of said Lot 31) in Block 8 in Kochersperger and Thompson's North Avenue Subdivision of the northeast quarter of the northeast quarter of Section 4, Township 39 North, Range 13 East of the Third Principal Meridian.

All of east/west vacated 16 foot alley lying south of and adjoining Lots 1 to 20; north of and adjoining Lot 31 (except the west 20 feet thereof) and Lots 32 to 50 and east of the east line of the west 20 feet of Lot 31 produced north 16 feet in Block 8 in Kochersperger and Thompson's North Avenue Subdivision, aforesaid.

All of the east and west 16 foot vacated alley lying south and adjoining the south line of Lots 20 to 25, both inclusive, and lying west of and adjoining the east line of the west 20 feet of Lot 31 produced north 16 feet, in Block 8, in Kochersperger and Thompson's North Avenue Subdivision, aforementioned and lying north of and adjoining the north line of Lot 1 in the resubdivision of Lots 26 to 30, inclusive, and the west 20 feet of Lot 31 in Block 8 of Kochersperger and Thompson's North Avenue Subdivision aforementioned and lying north of the north line of said Lot 1 produced east to the east line of the west 20 feet of Lot 31 in Block 4 in Kochersperger and Thompson's North Avenue Subdivision aforementioned, and all of the north and south 16 foot vacated alley lying west of and adjoining the east line of the west 20 feet of Lot 31, in Block 8, in Kochersperger and Thompson's North Avenue Subdivision, aforementioned, lying east of and adjoining the east line of Lots 1 to 4, both inclusive, lying northeasterly of and adjoining the northeasterly line of said Lot 1 in the resubdivision of Lots 26 to 30, inclusive, and the west 20 feet of Lot 31 in Block 8 aforementioned, and lying south of and adjoining the north line of said Lot 1 in said resubdivision of Lots 26 to 30, inclusive, and the west 20 feet of Lot 31 in Block 8 in Kochersperger and Thompson's North Avenue Subdivision aforementioned, and lying north of and adjoining the south line of said Lot 4 in said resubdivision of Lots 26 to 30, inclusive, and the west 20 feet of Lot 31 in Block 8 aforementioned, produced east 16 feet.

[Boundary Map for North-Cicero Severely Blighted Area referred to in this Legal Description printed on page 13690 of this Journal.]

COMMITTEE ON HEALTH.

APPOINTMENT OF DR. SUSAN SCRIMSHAW AS MEMBER OF BOARD OF HEALTH.

The Committee on Health submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

The Committee on Health, having met on December 11, 1995 to consider the appointment of Dr. Susan Scrimshaw to the Board of Health to fill the vacancy of Dr. Michael McCally who resigned, begs leave to recommend that Your Honorable Body *Approve* the said appointment transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

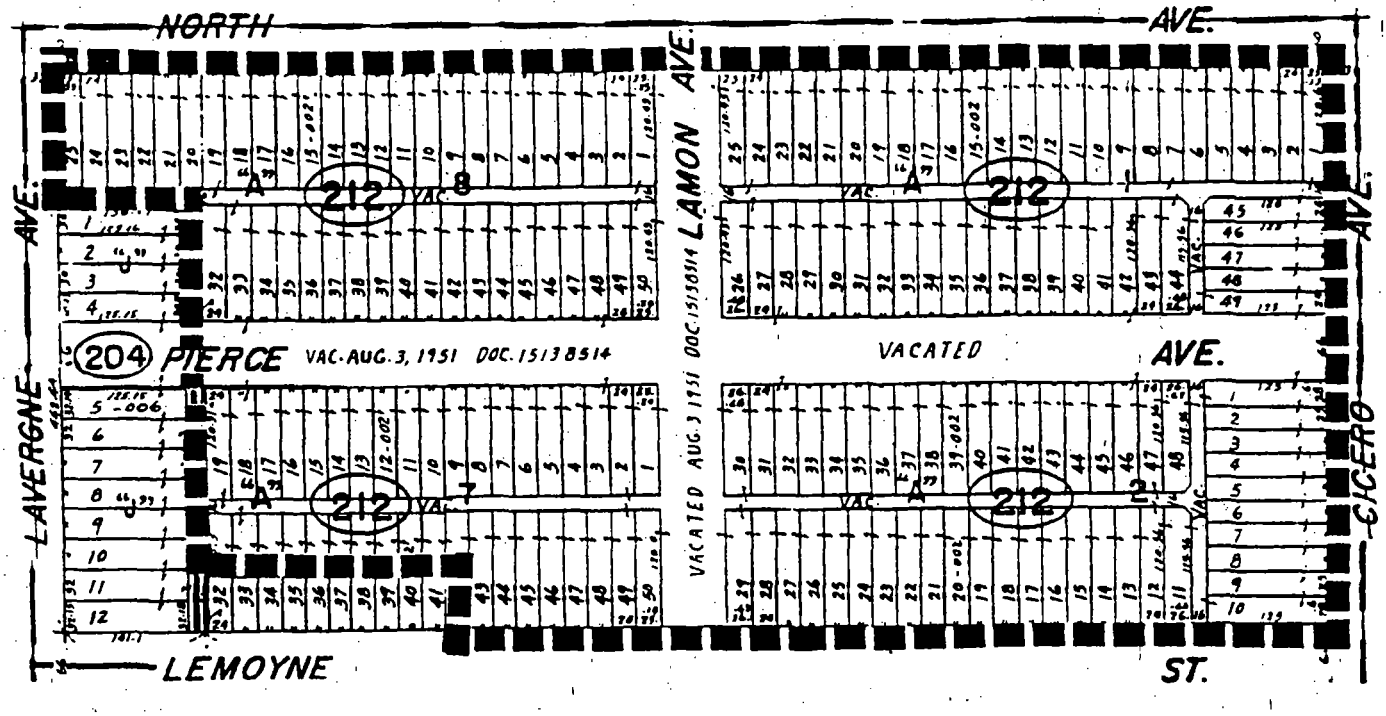
Respectfully submitted,

(Signed) ED H. SMITH,
Chairman.

(Continued on page 13691)

North-Cicero Severely Blighted Area.

Boundary Map.



Severely Blighted Area
15.1 acres

Township - West Chicago
Volume - 543
P.I.N. - 16-04-212-002

north

Department of Planning and Development
City of Chicago
November. 1995

(Continued from page 13689)

On motion of Alderman Alderman E. Smith, the committee's recommendation was *Concurred In* and the said proposed appointment of Dr. Susan Scrimshaw as a member of the Board of Health 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

APPOINTMENT OF MR. LARRY W. PARKMAN AS MEMBER OF COMMISSION ON CHICAGO LANDMARKS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication, signed by The Honorable Richard M. Daley, Mayor of the City of Chicago, to appoint Mr. Larry W. Parkman to the Chicago Landmark Commission for a term ending March 11, 1999, recommends that Your Honorable Body do *Approve* the proposed appointment which is transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on November 21, 1995.

Respectfully submitted,

(Signed) ALLAN STREETER,
Chairman.

On motion of Alderman Streeter, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Larry W. Parkman as a member of the Commission on Chicago Landmarks 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

COMMITTEE ON HOUSING AND REAL ESTATE.

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED PROPERTY AT 2459 WEST CORTLAND STREET/ 1849 -- 1859 NORTH CAMPBELL AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 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 acceptance of a bid at 2459 West Cortland Street/1849 -- 1859 North Campbell 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 Troutman, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Roel M. Roque and Mr. Richard E. Doherty, as joint tenants, P.O. Box 578393, Chicago, Illinois 60657 to purchase for the sum of $9,000.00, the city-owned vacant property, as advertised, described as follows:

Lot 25 in Colehour's Subdivision of Block 4 in Johnston's Subdivision of the east half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2459 West Cortland Street/1849 -- 1859 North Campbell Avenue, Permanent Tax No. 13-36-414-001)

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 $900.00 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 CITY-OWNED PROPERTY AT SUNDRY LOCATIONS UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 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 sale of property under the Adjacent Neighbors Land Acquisition Program at the following locations:

3429 West Adams Street

8504 South Buffalo Avenue

9321 South Burnside Avenue

3962 South Ellis Avenue

1634 South Harding Avenue

11711 South Harvard Avenue

7851 South Ingleside Avenue

1847 South Lawndale Avenue

3438 West Lexington Street

11644 South Peoria Street

4039 South Prairie Avenue

4433 -- 4435 South Prairie Avenue

7205 South Sangamon Street

1624 -- 1626 South Springfield Avenue

6409 South Winchester 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 Troutman, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The 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: Mr. Kenneth Morton

Address: 3435 West Adams Street

Bid Amount: $300.00

Real Estate Number: 4474

Address: 3429 West Adams Street

Index Number: 16-14-209-013-0000

Legal Description.

Lot 12 and Lot 13 (except the west 17 feet thereof) in Block 5 in Central Park Addition to Chicago, being a subdivision of all that part of the west half of the northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3429 West Adams Street, Chicago, Illinois).

Bidder: Mr. Gerardo Nuñez

Address: 8500 South Buffalo Avenue

Bid Amount: $300.00

Real Estate Number: 6276

Address: 8504 South Buffalo Avenue

Index Number: 21-32-209-025-0000

Legal Description.

Lot 2 in Block 5 in Mary P.M. Palmer Addition to South Chicago, a subdivision of the north half of the south half of the south half (except the west 155 feet of the south 445 feet thereof) and the west 5 acres of the south half of the north of the south half and the south 1 acre of the east 5 acres of the west 10 acres of the south half of the north half of the south half of Fractional Section 32, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 8504 South Buffalo Avenue, Chicago, Illinois).

Bidder: Onie M. Adams and Roger Adams

Address: 9319 South Burnside Avenue

Bid Amount: $300.00

Real Estate Number: 5637

Address: 9321 South Burnside Avenue

Index Number: 25-03-425-011-0000

Legal Description.

Lot 23 in Block 6 in Burnside, a subdivision of the southeast quarter of Section 3 and all that part of the south quarter of the west half of Section 2, lying west of the Illinois Central Railroad and north of the right-of-way for an "X" track to connect the Illinois Central Railroad and Calumet & Western Railroad, all in Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 9321 South Burnside Avenue, Chicago, Illinois).

Bidder: Anthony Fuller and Robin Fuller

Address: 3960 South Ellis Avenue

Bid Amount: $300.00

Real Estate Number: 10193

Address: 3962 South Ellis Avenue

Part of Index Number: 20-02-102-029-0000

Legal Description.

The north 15 feet of the south 295 feet of Lot 4 in L.C.P. Freer's Subdivision of Block 6 in Cleaverville, being the north part of Fractional Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3962 South Ellis Avenue, Chicago, Illinois).

Bidder: Ms. Willine Tatum

Address: 1636 South Harding Avenue

Bid Amount: $300.00

Real Estate Number: 9563

Address: 1634 South Harding Avenue

Index Number: 16-23-300-029-0000

Legal Description.

Lot 20 in Block 3 in Moore's Subdivision of Lot 1 in Superior Court Partition of the west 60 acres of South Western Plank Road, of the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1634 South Harding Avenue, Chicago, Illinois).

Bidder: Ms. Arvelis Taylor

Address: 11719 South Harvard Avenue

Bid Amount: $300.00

Real Estate Number: 9101

Address: 11717 South Harvard Avenue

Index Numbers: 25-21-415-009-0000, and

25-21-415-010-0000

Legal Description.

Lot 11 and the north 11 feet of Lot 12 in Block 3 in Gazzam Gano's Addition to Pullman, being a subdivision of the southwest quarter of the northwest quarter of the southeast quarter of the east half of the northeast quarter of the southwest quarter of the southeast quarter of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 11717 South Harvard Avenue, Chicago, Illinois).

Bidder: Ms. Christine West

Address: 7847 South Ingleside Avenue

Bid Amount: $300.00

Real Estate Number: 8217

Address: 7851 South Ingleside Avenue

Index Number: 20-26-320-017-0000

Legal Description.

Lot 22 in the resubdivision of Lots 1 to 11 and 25 to 44 in Block 90 in Cornell Subdivision of the west half of the southwest quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7851 South Ingleside Avenue, Chicago, Illinois).

Bidder: Mr. Clarence Wilson

Address: 1845 South Lawndale Avenue

Bid Amount: $300.00

Real Estate Number: 9623

Address: 1847 South Lawndale Avenue

Index Number: 16-23-314-017-0000

Legal Description.

Lot 190 in Lansing Addition to Chicago, a subdivision in the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1847 South Lawndale Avenue, Chicago, Illinois).

Bidder: Ms. Dorothy Jean Hunt

Address: 3442 West Lexington Street

Bid Amount: $300.00

Real Estate Number: 3849

Address: 3438 West Lexington Street

Index Number: 16-14-405-026-0000

Legal Description.

Lot 32 and the west 6-25/100 feet of Lot 33 in Block 7 in George K. Schoenberger's Subdivision of the west three-quarters of the north 40 rods of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3438 West Lexington Street, Chicago, Illinois).

Bidder: Mr. Belvor Morrow

Address: 11648 South Peoria Street

Bid Amount: $300.00

Real Estate Number: 6545

Address: 11644 South Peoria Street

Index Number: 25-20-410-027-0000

Legal Description.

Lot 19 and the south half of Lot 18 in Block 4 in Chytraus and Denees Addition to West Pullman, being a subdivision of Blocks 3, 4 and that part of Blocks 2 and 5 being west of railroad, including vacant streets and alleys in Placerdale, being a subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 11644 South Peoria Street, Chicago, Illinois).

Bidder: Ms. Lillian Mitchell

Address: 4037 South Prairie Avenue

Bid Amount: $300.00

Real Estate Number: 1018

Address: 4039 South Prairie Avenue

Index Number: 20-03-110-008-0000

Legal Description.

Lot 5 (except the east 25 feet) in the subdivision of Lots 12 to 15 in Block 1 in Lockwood Subdivision of the south half of the west half of the northeast quarter of Section 3, Township 38 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4039 South Prairie Avenue, Chicago, Illinois).

Bidder: Arvilla Gardner and Bennie Gardner

Address: 4437 South Prairie Avenue

Bid Amount: $300.00

Real Estate Number: 8605

Address: 4433 -- 4435 South Prairie Avenue

Index Number: 20-03-310-012-0000

Legal Description.

Lot 1 (except the east 25 feet) in George A. Emery's Subdivision of the south half of the southwest quarter of the northeast quarter of the southwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4433 -- 4435 South Prairie Avenue, Chicago, Illinois).

Bidder: Mr. Mike Teague

Address: 7203 South Sangamon Street

Bid Amount: $300.00

Real Estate Number: 10090

Address: 7205 South Sangamon Street

Index Number: 20-29-213-003-0000

Legal Description.

Lot 467 in Downing and Phillip's Normal Park Addition, being a subdivision of the east half of the northeast quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7205 South Sangamon Street, Chicago, Illinois).

Bidder: Robert Woods and Mattie Woods

Real Estate Number: 6536

Address: 1630 South Springfield Avenue

Address: 1624 -- 1626 South Springfield Avenue

Bid Amount: $300.00

Index Number: 16-23-301-029-0000

Legal Description.

Lots 16 and 17 in Block 2 in Moore's Subdivision of Lot 1 in Superior Court Partition of the west 60 feet, north of the road of the southwest quarter of Section 23, Township 39 North, Range 13, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1624 -- 1626 South Springfield Avenue, Chicago, Illinois).

Bidder: Ms. Patricia Nettles Bracy

Real Estate Number: 8169

Address: 6411 South Winchester Avenue

Address: 6409 South Winchester Avenue

Bid Amount: $300.00

Index Number: 20-19-209-004-0000

Legal Description.

Lot 45 (except the north 5 feet thereof) and the north 10 feet of Lot 44 in Block 26 in South Lynne, a subdivision of the north half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6409 South Winchester Avenue, Chicago, Illinois).

SECTION 2. The conveyances of the Parcels shall be subject to all terms, conditions, covenants and restrictions of the Program, and any additional terms, conditions and restrictions contained in the advertisement announcing the Program, the "Instructions to Bidders", and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to the bidders. The Parcels shall also be conveyed subject to covenants, zoning and building restrictions, easements and conditions of record, and all general real estate taxes and assessments.

SECTION 3. The failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, quitclaim deeds conveying all interest of the City of Chicago in the Parcels to the successful bidders identified in Section 1.

SECTION 5. Upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that the sale of the Parcels has been completed, the City Clerk is authorized to deliver the cashier's checks, certified checks, bank checks and money orders from the successful bidders to the City Comptroller, who is authorized to deposit the checks and money orders into the appropriate City account.

SECTION 6. The City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to all unsuccessful bidders for the purchase of the Parcels.

SECTION 7. This ordinance shall take effect and be in full force from the date of its passage.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 1630 -- 1654 SOUTH ALBANY AVENUE UNDER HOME RULE AUTHORITY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a Home Rule Sale at 1630 -- 1654 South Albany 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 Troutman, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of the vacant parcel of property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Lawndale L.L.C., an Illinois limited liability company ("Grantee"), 1120 South Homan Avenue, Chicago, Illinois, has offered to purchase the Property from the City for the purpose of constructing housing thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of $78,400.00.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying the Property

to the Grantee, or to a land trust of which the Grantee is the beneficiary. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is improved with housing within eighteen (18) months from the date of this deed.

In the event that the above condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate upon the issuance of a certificate of occupancy by the City of Chicago.

SECTION 3. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Lots 1 to 9, inclusive, and Lots 11, 12 and 13 and the vacated 16 foot alley between said lots in the subdivision of Lots 1 and 2 of Block 6 in the resubdivision of Blocks 6, 7, 16 and 17 in Douglas Park Addition to Chicago;

Also

Lots 6 to 23, inclusive, in Block 6 in the resubdivision of Blocks 6, 7, 16 and 17 aforesaid in Sections 23 and 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:	1630 -- 1654 South Albany Avenue Chicago, Illinois 60623
Property Index Numbers:	16-24-302-005, 16-24-302-006; 16-24-302-007, 16-24-302-008; 16-24-302-009, 16-24-302-010;

16-24-302-011, 16-24-302-039; and

16-24-302-040.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS UNDER SPECIAL SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 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 General Services approving the sale of property under the Special Sales Program at the following locations:

1621 South Avers Avenue

1625 South Avers Avenue

4911, 4913 and 4915 South Champlain Avenue

4940 -- 4942 South Champlain Avenue

1853 -- 1855 South Harding Avenue

244 -- 246 North Kedzie Avenue/3200 West Walnut Street

3010 West Lexington Street

3014 West Lexington Street

4843 -- 4845 South St. Lawrence Avenue

4851 -- 4853 South St. Lawrence Avenue

5007 -- 5009 South St. Lawrence Avenue

3915 -- 3923 West 19th Street

600 -- 612 East 49th Street

619 -- 621 East 50th Street

636 -- 638 East 50th Street

647 -- 649 East 50th Street

651 -- 657 East 50th Street

707 East 50th Street

711 -- 713 East 50th Street,

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

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

1621 And 1625 South Avers Avenue,
1853 -- 1855 South Harding Avenue
And 3915 -- 3923 West 19th Street.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Lawndale Christian Development Corporation, an Illinois not-for-profit corporation ("Grantee"), 3847 West Ogden Avenue, Chicago Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with its housing developments; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to Grantee in the amount of $1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying title to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on each parcel of Property within six (6) months of the date of this deed; and

2) the Property is used as parking lots for a period of not less than five (5) years.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five (5) years from the date of this deed.

SECTION 3. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lot 305 in Downing's Subdivision of Lots 7 to 14, inclusive, in J.H. Kedzie's Subdivision in the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian (except street heretofore dedicated) in Cook County, Illinois (commonly known as 1621 South Avers Avenue, Chicago, Illinois, Permanent Index No. 16-23-303-008-0000).

Lot 304 in Downing's Subdivision of Lots 7 to 14 in J.H. Kedzie's Subdivision in the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 1625 South Avers Avenue, Chicago, Illinois, Permanent Index No. 16-23-303-009-0000).

Lots 32 and 33 in Block 5 in Moore's Subdivision of Lot 1 in the Superior Court Partition of the west 60 acres north of the southwestern Plank Road of the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1853 --1855 South Harding Avenue, Chicago, Illinois, Permanent Index No. 16-23-309-020-0000).

Lots 96 and 97 in subdivision of Lots 2, 3 and 5 in partition of west 60 acres north of southwestern Plank Road of southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3915 -- 3923 West 19th Street, Chicago, Illinois, Permanent Index No. 16-23-318-001-0000).

4911, 4913, 4915 And 4940 -- 4942 South Champlain Avenue, 4843 -- 4845, 4851 -- 4853 And 5007 -- 5009 South St. Lawrence Avenue, 600 -- 612 East 49th Street, 619 -- 621, 636 -- 638, 647 -- 649, 651 -- 657, 707 And 711 -- 713 East 50th Street.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, TACH Willard Square Development Corporation, an Illinois not-for-profit corporation ("Grantee"), 205 West Monroe Street, Suite 5W, Chicago, Illinois has offered to purchase the Property from the City of Chicago for the purpose of constructing housing thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of $1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express condition that housing is built on the Property within eighteen (18) months of the date of this deed.

In the event that the above condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate upon issuance of a certificate of occupancy by the City of Chicago.

SECTION 3. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

The north half of Lot 3 in Block 2 in Washington Park Subdivision of the northwest quarter of the southeast quarter of the north quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in

Cook County, Illinois (commonly known as 4911 South Champlain Avenue, Chicago, Illinois, Permanent Index No. 20-10-220-002-0000).

The south half of Lot 3 in Washington Park Subdivision of the northwest quarter of the southwest quarter of the southwest quarter of the northeast quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4913 South Champlain Avenue, Chicago, Illinois, Permanent Index No. 20-10-220-003-0000).

The north half of Lot 4 in Block 2 in Washington Park Subdivision of the northwest quarter of the southeast quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4915 South Champlain Avenue, Chicago, Illinois, Permanent Index No. 20-10-220-004-0000).

Lot 16 in Block 1 in H. N. Greene's Subdivision of the north half of the southwest quarter of the northeast quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4940 -- 4942 South Champlain Avenue, Chicago, Illinois, Permanent Index No. 20-10-219-014-0000).

Lots 6 and 7 in Block 1 in the subdivision of the south half of the southwest quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4843 -- 4845 South St. Lawrence Avenue, Chicago, Illinois, Permanent Index No. 20-10-211-017-0000).

Lots 9 and 10 in Block 1 in the subdivision of the south half of the quarter of the northeast quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4851 -- 4853 South St. Lawrence Avenue, Chicago, Illinois, Permanent Index Nos. 20-10-211-019-0000/20-10-211-020-0000).

The north half of Lot 5 (except that part taken for St. Lawrence Avenue) (lying west of the east 147-11/12 feet thereof) in Lavinia & Company's Subdivision of the south quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5007 -- 5009 South St. Lawrence Avenue, Chicago, Illinois, Permanent Index No. 20-10-225-001-0000).

The west 49-1/2 feet of the east 147-11/12 feet of the north half of Lot 5 in said subdivision in Cook County, Illinois (commonly known as 5007 -- 5009 South St. Lawrence Avenue, Chicago, Illinois, Permanent Index Nos. 20-10-114-002-0000 and 20-10-114-003-0000).

Lots 11 and 12 in Block 1 in subdivision of the south half of the southwest quarter of the northeast quarter of the northeast quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 600 -- 612 East 49th Street, Chicago, Illinois, Permanent Index No. 20-10-211-021-0000).

The east 49 feet of the north half of Lot 5 in subdivision by W.T.S. Lavinia & Francis A. Hoffman of the south quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 619 -- 621 East 50th Street, Chicago, Illinois, Permanent Index No. 20-10-225-005-0000).

Lot 2 in the subdivision of Lot 11 in Block 2 on Washington Park's Subdivision of the northwest quarter of the southeast quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 636 -- 638 East 50th Street, Chicago, Illinois, Permanent Index No. 20-10-220-020-0000).

Lots 1 and 2 in Merrill's Subdivision of Lot 4 in Lavinia & Company's Subdivision of Garden & Cottage Lots in the south quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 647 -- 649 East 50th Street, Chicago, Illinois, Permanent Index Nos. 20-10-226-005-0000 and 20-10-226-006-0000).

Lots 3, 4, 5 and the north half of the private alley south of and adjoining lots in Mary E. Button's Subdivision of the northwest quarter of Lot 3 in Lavinia & Company's Subdivision of Garden & Cottage Lots of the south quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 651 -- 657 East 50th Street, Chicago, Illinois, Permanent Index No. 20-10-226-008-0000).

Lot 1 in Cummings Subdivision of the east half of the north half of Lot 3 in Lavinia & Company's Subdivision of the south quarter of the northeast quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 707 East 50th Street, Chicago, Illinois, Permanent Index No. 20-10-226-014-0000).

Lots 1 and 2 in the subdivision of Lot 2 in Lavinia & Company's Subdivision of the south quarter of the northeast quarter of Section 10, Township 38

North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 711 --713 East 50th Street, Chicago, Illinois, Permanent Index No. 20-10-226-015-0000).

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244 --246 North Kedzie Avenue/3200 West Walnut Street.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Central Memorial Missionary Baptist Church, an Illinois not-for-profit corporation ("Grantee"), 249 North Kedzie Avenue, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City of Chicago is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of Property to the Grantee in the amount of One and no/100 Dollar ($1.00) per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six (6) months of the date of this deed; and

2) the Property is used as a parking lot for a period of not less than five (5) years.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate five (5) years from the date of this deed.

SECTION 3. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

The east 50 feet of the south 125 feet of Block 7 in Tyrell Barnett and Kerfoot's Subdivision of the east half of the southeast quarter (north of lake) of the east half of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 244 -- 246 North Kedzie Avenue/3200 West Walnut Street, Chicago, Illinois, Permanent Index No. 16-11-408-092-0000).

3010 And 3014 West Lexington Street.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Lighthouse Gospel Missionary Baptist Church, an Illinois not-for-profit corporation ("Grantee"), 3004 West Lexington Street, Chicago, Illinois has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of Property to the Grantee in the amount of One and no/100 Dollar ($1.00) per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the property to the Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six (6) months of the date of this deed; and

2) the Property is used as a parking lot for a period of not less than five (5) years.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate five (5) years from the date of this deed.

SECTION 4. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lots 43 and 44 in Block 4 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 3010 and 3014 West Lexington Street, Chicago, Illinois, Permanent Index Nos. 16-13-305-042-0000 and 16-13-305-041-0000).

APPROVAL FOR CONVEYANCE OF PROPERTY AT SUNDRY LOCATIONS TO QUALIFIED PARTICIPANTS UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred three ordinances by the Department of Housing approving sales under the Chicago Abandoned Property Program at the following locations:

8216 South Dobson Avenue -- Unit G

1303 South Heath Avenue

7241 South Princeton Avenue,

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

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being part of the ordinance):

8216 South Dobson Avenue -- Unit G.

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; and

WHEREAS, The Chicago City Council, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335), established the Chicago Abandoned Property Program ("C.A.P.P.") to help abate the danger posed by said buildings within the City through the acquisition and subsequent conveyance of the buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, The parcels of property identified on Exhibit A attached hereto ("Parcels") were included on the list of properties offered for conveyance to the general public pursuant to the terms of C.A.P.P.; and

WHEREAS, The parties identified on Exhibit A ("Participant") have submitted proposals to the City to either demolish or rehabilitate the buildings situated on the Parcels set forth opposite their names on Exhibit A; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Parcels be awarded to the Participants for the purpose of either demolishing or rehabilitating the buildings located thereon; 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 Commissioner of Housing is authorized to negotiate and execute a redevelopment agreement with each Participant, and such other documents which may be required or necessary to implement the intent and objectives of C.A.P.P., 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 each Parcel to the approved Participant, or to a land trust of which the Participant is the sole beneficiary, or to a business entity of which the Participant is the sole controlling party, subject to the approval of the Corporation Counsel.

SECTION 4. It is hereby declared to be the intention of the City that upon the issuance of the deed vesting the City in title to each Parcel listed on Exhibit A, all prior liens, encumbrances and other interests of the City shall merge into the deed for such Parcel.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 8216 South Dobson Avenue -- Unit G.

Participant: Paramont Construction & Maintenance Co..

Purpose: Rehabilitation.

Permanent Index Number: 20-35-124-173.

Legal Description.

The west 43 feet, 2 inches of Lot 4 as measured from the east line of the 14 foot public alley adjoining said lot (except the most westerly 20 foot portion of said lot) in Sanger's Resubdivision of Lots 1, 2, 3, Lots 20 to 27, inclusive, in Block 139 and Lots 1 to 7, inclusive, and the north half of the east and west vacated alley lying south of and adjoining said Lots 1 to 6, inclusive, in Block 140, all in Cornell, being a subdivision of the west half of Section 26, the southeast quarter of Section 26 (with the exception of the east half of the northeast quarter of said southeast quarter), the north half of the northwest quarter, the south half of the northwest quarter west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 35,

Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1303 South Heath 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; and

WHEREAS, The Chicago City Council, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335), established the Chicago Abandoned Property Program ("C.A.P.P.") to help abate the danger posed by said buildings within the City through the acquisition and subsequent conveyance of the buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, The parcels of property identified on Exhibit A attached hereto ("Parcels") were included on the list of properties offered for conveyance to the general public pursuant to the terms of C.A.P.P.; and

WHEREAS, The parties identified on Exhibit A ("Participant") have submitted proposals to the City to either demolish or rehabilitate the buildings situated on the Parcels set forth opposite their names on Exhibit A; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Parcels be awarded to the Participants for the purpose of either demolishing or rehabilitating the buildings located thereon; 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 Commissioner of Housing is authorized to negotiate and execute a redevelopment agreement with each Participant, and such

other documents which may be required or necessary to implement the intent and objectives of C.A.P.P., 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 each Parcel to the approved Participant, or to a land trust of which the Participant is the sole beneficiary, or to a business entity of which the Participant is the sole controlling party, subject to the approval of the Corporation Counsel.

SECTION 4. It is hereby declared to be the intention of the City that upon the issuance of the deed vesting the City in title to each Parcel listed on Exhibit A, all prior liens, encumbrances and other interests of the City shall merge into the deed for such Parcel.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 1303 South Heath Avenue.

Participant: Robert Martini.

Purpose: Rehabilitation.

Permanent Index Number: 17-19-110-002.

Legal Description.

Lot 40 in Block 2 in the subdivision by Willis, West and Others of that part lying north of railroad of Block 9 in the subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

7241 South Princeton 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; and

WHEREAS, The Chicago City Council, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335), established the Chicago Abandoned Property Program ("C.A.P.P.") to help abate the danger posed by said buildings within the City through the acquisition and subsequent conveyance of the buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, The parcels of property identified on Exhibit A attached hereto ("Parcels") were included on the list of properties offered for conveyance to the general public pursuant to the terms of C.A.P.P.; and

WHEREAS, The parties identified on Exhibit A ("Participant") have submitted proposals to the City to either demolish or rehabilitate the buildings situated on the Parcels set forth opposite their names on Exhibit A; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Parcels be awarded to the Participants for the purpose of either demolishing or rehabilitating the buildings located thereon; 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 Commissioner of Housing is authorized to negotiate and execute a redevelopment agreement with each Participant, and such other documents which may be required or necessary to implement the intent and objectives of C.A.P.P., 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 each Parcel to the approved Participant, or to a land trust of which the Participant is the

sole beneficiary, or to a business entity of which the Participant is the sole controlling party, subject to the approval of the Corporation Counsel.

SECTION 4. It is hereby declared to be the intention of the City that upon the issuance of the deed vesting the City in title to each Parcel listed on Exhibit A, all prior liens, encumbrances and other interests of the City shall merge into the deed for such Parcel.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 7241 South Princeton Avenue.

Participant: Charles and Marie Larry.

Purpose: Rehabilitation.

Permanent Index Number: 20-28-210-012.

Legal Description.

The north 35 feet of Lot 16 in Block 2 in Eggleston's Second Subdivision of the north half of the northeast quarter (except the north half of the north half of the north half of said northeast quarter heretofore subdivided as Eggleston's Subdivision) in Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR ACQUISITION OF PROPERTY FOR CHICAGO DEPARTMENT OF TRANSPORTATION CONRAIL BIKEWAY PROJECT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 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 Transportation authorizing the acquisition of parcels for the Conrail Bikeway Project, 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 Troutman, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. It is hereby determined that it is useful, desirable, and necessary that the City of Chicago ("City") acquire for public use for the Chicago Department of Transportation ("C.D.O.T.") some or all of the properties legally described in Exhibit A hereto, commonly described as the current or former Conrail right-of-way running from the Little Calumet River northward to approximately 75th Street in Chicago, Illinois (the "Properties").

SECTION 2. The Commissioner of C.D.O.T. (the "Commissioner") is authorized to negotiate with the respective owners of the Properties for the purchase of the Properties.

SECTION 3. If the Commissioner and the respective owner or owners of the Properties are able to agree on the terms of the purchase, the Commissioner is authorized to purchase any and/or all of the Properties in the name of and on behalf of the City for the agreed price, subject to the approval of the City Council.

If the Commissioner is unable to agree with the owner or owners of the Properties on the terms of purchase of any or all of the Properties, or if the owner or owners are incapable of entering into such a transaction with the City, or if the owner or owners cannot be located, then the Commissioner may request the Corporation Counsel to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to any or all of the Properties under the City's power of eminent domain.

SECTION 4. The Commissioner is authorized to execute such documents as may be necessary to implement the provisions of this ordinance subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Parcel 1.

The 100 foot wide north/south railroad right-of-way running through the southwest quarter of Section 30, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which lies east of and adjoining Lots 13, 20, 45 and 52 and which lies west of and adjoining Lots 12, 21, 44 and 53 of Dewey and Vance Subdivision in the south half of Section 30, Township 38 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois.

Parcel 2.

The 100 foot wide north/south railroad right-of-way running along the centerline of the northwest quarter of Section 31, Township 38 North, Range 14, East of the Third Principal Meridian, which lies north of the north line extended west of Block 7 in Hunter's Subdivision of the northwest quarter of Section 31, Township 38 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois.

Parcel 3.

That part of the 100 foot right-of-way of Consolidated Rail Corporation in Section 31, Township 38 North, Range 14, East of the Third Principal Meridian, lying north of the north line of the south 50 feet thereof falling in 87th Street and lying south of the north line extended west of Block 7 in Hunter's Subdivision of the northwest quarter of Section 31, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4-1.

A strip of land in the west half of Section 31, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

commencing at the southeast corner of said west half of Section 31; thence on an assumed bearing of south 89 degrees, 53 minutes, 56 seconds east, along the south line of said Section 31, a distance of 0.41 of a foot; thence north 31 degrees, 18 minutes, 13 seconds west, a distance of 58.58 feet to a point on the north line of 87th Street, extended east, marked with a cross in the pavement; thence north 89 degrees, 53 minutes, 56 seconds west, along said extended north line of 87th Street, a distance of 117.16 feet to the point of beginning, which is marked with an iron pin, and which point is on the westerly right-of-way line of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company; thence continuing north 89 degrees, 53 minutes, 56 seconds west, along said extended north line of 87th Street, a distance of 77.32 feet to a point marked with an iron pin; thence north 31 degrees, 18 minutes, 13 seconds west, a distance of 1,251.61 feet to a point; thence along a curve to the right with a radius of 3,927.36 feet (the chord of which bears north 16 degrees, 47 minutes, 52 seconds west, 1,967.42 feet), an arc distance of 1,988.60 feet to a point, said point being on the south line of Lot 10 in Hunter's Subdivision of the northwest quarter of Section 31 aforesaid; thence north 89 degrees, 49 minutes, 37 seconds

west, along said south line of Lot 10 in Hunter's Subdivision, a distance of 9 feet to a point; thence along a curve to the right with a radius of 3,936.36 feet (the chord of which bears north 1 degree, 7 minutes, 25 seconds west, 159.84 feet), an arc distance of 159.85 feet to a point marked with an iron pin; thence north 0 degrees, 2 minutes, 23 seconds east, a distance of 468.80 feet to a point on the south line of vacated 81st Street, which point is marked with an iron pin; thence south 89 degrees, 49 minutes, 37 seconds east, along said south line of vacated 81st Street, a distance of 75 feet to a point on the aforesaid westerly right-of-way line of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company; thence south 0 degrees, 2 minutes, 23 seconds west, along said westerly right-of-way line, a distance of 468.63 feet to a point marked with an iron pin; thence continuing along said westerly right-of-way line, along a curve to the left with a radius of 3,861.36 feet (the chord of which bears south 15 degrees, 37 minutes, 55 seconds east, 2,086.10 feet), an arc distance of 2,112.34 feet to a point marked with an iron pin; thence south 31 degrees, 18 minutes, 13 seconds east, along said westerly right-of-way line, a distance of 1,291.91 feet to the point of beginning, in Cook County, Illinois.

Parcel 4-2.

That part of the following described parcel, lying east of a line 75 feet west of and parallel with the east line of said parcel:

A tract of land in the northwest quarter of Section 31, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the intersection of the south line of vacated 81st Street with the westerly right-of-way line of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company (being also the northeast corner of Parcel "1" aforesaid); thence north 0 degrees, 2 minutes, 23 seconds east, along said westerly right-of-way line, a distance of 433.2 feet to a point on a curved line that is 50 feet southeasterly of and concentric with the centerline of a railroad track existing on November 21, 1991; thence southwesterly along said curved line, convex to the southeast, with a radius of 1,247.5 feet (the chord of which bears south 22 degrees, 46 minutes, 30 seconds west, 460.57 feet), an arc distance of 463.23 feet to a point on the north line of the south 8 feet of vacated 81st Place; thence south 89 degrees, 49 minutes, 37 seconds east, along said north line of the south 8 feet of vacated 81st Place, a distance of 103 feet to a point on a line running north 0 degrees, 2 minutes, 23 seconds east, from a point on the south line of vacated 81st Street, 75 feet west from the aforesaid westerly right-of-way line of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company (said line being the northward extension of the west line of Parcel "1" aforesaid); thence south 0 degrees, 2 minutes, 23 seconds west, along the last described line, a distance of 8 feet to the last described point on the south

line of vacated 81st Street (being also the northwest corner of Parcel "1" aforesaid); thence south 89 degrees, 49 minutes, 37 seconds east, along said south line of vacated 81st Street, a distance of 75 feet to the point of beginning, in Cook County, Illinois.

Parcel 5-1.

That part of a 100 foot right-of-way of the P.C.C. and St. Louis Railroad lying in the east half of the northwest quarter and the west half of the northeast quarter of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian, being described as follows:

said tract of land lying south of a line 50 feet south of and parallel to the north line of said Section 6, and lying northerly of a line 16 feet southerly and parallel to the northerly line of West 89th Place, as dedicated to the City of Chicago by deeds recorded September 23, 1959, as Document Nos. 17666934 and 17666935, extended west to the westerly line of said railroad right-of-way, all in Cook County, Illinois.

Parcel "A".

That part of said tract of land lying northerly of the centerline of West 88th Street, lying between Blocks 7 and 18, as dedicated in Englewood Heights, being a resubdivision of Wright's Subdivision of the north half of that part of the east half of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian, lying east of the P.C.C. and St. Louis Railroad, said centerline produced westerly to the westerly line of said railroad right-of-way, all in Cook County, Illinois.

Parcel "B".

That part of said tract of land lying southerly of the centerline of West 88th Street, lying between Blocks 7 to 18, as dedicated in Englewood Heights, being a resubdivision of Wright's Subdivision of the north half of that part of the east half of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian, lying east of the P.C.C. and St. Louis Railroad, said centerline produced westerly to the westerly line of said railroad right-of-way, all in Cook County, Illinois.

Parcel 5-2.

A parcel of land in part of the east half of the northwest quarter and the west half of the northeast quarter of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian, being more clearly described as follows:

beginning at the point of intersection of a line 50.00 feet south of and parallel with the north line of said Section 6, and the westerly line of the P.C.C. and St. Louis Railroad; thence south 32 degrees, 30 minutes, 20 seconds east, along the said westerly line of the P.C.C. and St. Louis Railroad, a distance of 2,163.14 feet; thence south 54 degrees, 30 minutes, 15 seconds west, a distance of 100.00 feet; thence northwesterly along a curved line to the right, having a radius of 1,000.00 feet and central angle of 40 degrees, 29 minutes, 30 seconds, a distance of 706.26 feet; thence north 28 degrees, 18 minutes, 50 seconds west, a distance of 609.88 feet; thence north 54 degrees, 30 minutes, 15 seconds east, a distance of 73.13 feet; thence north 32 degrees, 30 minutes, 20 seconds west, a distance of 997.52 feet to a point on the aforesaid parallel line 50.00 feet south of the north line of said Section 6; thence north 88 degrees, 54 minutes, 10 seconds east, along said parallel line, 203.87 feet to the point of beginning; in Cook County, Illinois.

Parcel 6.

That part of the 100 foot right-of-way of the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company through the northeast quarter of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian, lying between a line 16 feet southerly and parallel to the northerly line of West 89th Place as dedicated to the City of Chicago by deeds recorded September 23, 1959 as Document No. 17666934 and Document No. 17666935 extended westerly to the westerly line of said railroad right-of-way, and lying northwesterly of a line which is 39.00 feet westerly from and concentric with the westerly line of the right-of-way of the Chicago, Rock Island and Pacific Railroad Company, said concentric line being the northwesterly line of South Hermitage Avenue, and lying north of the north line of 91st Street, in Cook County, Illinois.

Parcel 7.

That part of the right-of-way, 100 feet wide, of the Consolidated Rail Corporation (formerly Penn Central Transportation Company) in Section 6,

Township 37 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

beginning on the northeasterly line of the aforesaid right-of-way at the intersection of said northeasterly line with the westward extension of the south line of West 91st Street, as established in Conklin and Ames' Addition to Beverly Hills, a subdivision in said Section 6; and running thence northwestwardly along said northeasterly right-of-way line, a distance of 253.36 feet to an intersection with a line which is 39.00 feet westerly from and concentric with the westerly line of the right-of-way, 66 feet wide, of the Chicago, Rock Island and Pacific Railroad Company; thence southwardly along last described line, being the arc of a circle, convex to the west, with a radius of 1,511.20 feet, a distance of 174.55 feet, to an intersection with the westward extension of the north line of said West 91st Street, said north line being 66.00 feet north from and parallel with the aforementioned south line of said West 91st Street; thence west along said north line of West 91st Street, a distance of 20.05 feet to an intersection with the southwesterly line of the 100 foot right-of-way of said Consolidated Rail Corporation; thence southeastwardly along said southwesterly right-of-way line, a distance of 1,061.82 feet; thence east along a line which is parallel with the aforementioned south line of West 91st Street, a distance of 106.14 feet, to an intersection with the aforesaid northeasterly right-of-way line of the Consolidated Rail Corporation and thence northwestwardly along said northeasterly line, a distance of 991.77 feet, to the point of beginning, in Cook County, Illinois.

Parcel 8.

All that certain piece or parcel of land, being a portion of the line of railroad known as the main line Columbus-Chicago and identified as line Code 3207, and being a part of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian, which is bounded and described in accordance with a plat of survey, identified as Order No. 89-10-28, dated January 5, 1990, resurveyed March 8, 1990 and prepared by B.A. Fenger, registered land surveyor No. 34, described as follows:

commencing on the northeasterly line of the aforesaid line of Railroad, 100 feet wide, at the intersection of said northeasterly line with the westward extension of the south line of West 91st Street, as established in Conklin and Ames' Addition to Beverly Hills, a subdivision in said Section 6; and running thence southeasterly on said northeasterly line, a distance of 991.77 feet to the point of beginning; thence west, parallel with the said south line of West 91st Street extended, a distance of 106.14 feet to a point in the southwesterly line of said 100 foot right-of-way; thence southeasterly on said line, 1,111.65 feet to the westward extension of the

south line of west 94th Street as established by the subdivision recorded August 25, 1881 as Document No. 344712; thence east on said line 106.18 feet to the said northeasterly line of said right-of-way; thence northwesterly on said line 1,111.78 feet to the point of beginning, in Cook County, Illinois.

Parcel 9.

That part of the former Pittsburgh, Cincinnati, Chicago and St. Louis Railway, now Conrail, right-of-way in the east half of the southeast quarter of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian, lying south of the south line of West 94th Street as projected to the west and north of the north line of West 95th Street, according to the plat of subdivision recorded August 25, 1881 as Document No. 344712 (except therefrom the south 21 feet thereof taken for the widening of said West 95th Street), in Cook County, Illinois.

Parcel 10.

The northwesterly/southeasterly, 100 foot wide, right-of-way of the Consolidated Rail Corporation (formerly Penn Central Transportation Company) in the east half of the northwest quarter of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, (except the north 33 feet of 103rd Street) and (except 66 foot wide Vincennes Avenue) and (except the 100 foot wide right-of-way of the Chicago, Rock Island and Pacific Railroad), in Cook County, Illinois.

Parcel 11.

Northwesterly/southeasterly, 100 foot wide, right-of-way of the Consolidated Rail Corporation (formerly Penn Central Transportation Company) in the east half of the southwest quarter of Section 17 and the west half of the southeast quarter of Section 17, all of Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 12.

The northwesterly/southeasterly 100 foot wide railroad right-of-way in the northeast quarter of Section 20 and the east half of the southeast quarter of Section 20, all in Township 37 North, Range 14, East of the Third Principal Meridian, (except that part within the northeast quarter of Section 20 which lies southerly of the extension of the north line of Lot 11 in E. M. May's Subdivision, recorded April 20, 1959 as Document No. 17522230, extended east to a point on the easterly line of said 100 foot wide strip of land) and (except that part falling within Halsted Street), in Cook County, Illinois.

Parcel 13.

All that certain piece or parcel of land being a portion of the line of railroad known as the main line Columbus-Chicago and identified as Line Code 3207, situated in the east half of the northeast quarter of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, which is bounded and described in accordance with a land title survey, identified as Project No. 90-09-64, dated September 19, 1980 and prepared by Giovanni Postacchini, registered land surveyor No. 2020, of the State of Illinois, hereinafter referred to as "Premises", as follows:

that part of the lands designated as railroad right-of-way, being a 100 foot strip of land lying northerly of the north line of Lot 11 in E. M. May's Subdivision, recorded April 20, 1959 as Document No. 17522230, extended east to a point on the easterly line of said 100 foot wide strip of land, in Cook County, Illinois.

Parcel 14.

That part of the northwesterly/southeasterly 100 foot wide railroad right-of-way in the west half of the southwest quarter of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, (except therefrom that part falling within the west 50 feet and south 33 feet of said southwest quarter of Section 21), in Cook County, Illinois.

Parcel 15.

The northwesterly/southeasterly 100 foot wide railroad right-of-way in the west half of the northwest quarter of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, north of the Indian Boundary Line (except therefrom those parts thereof falling in 119th Street, 120th Street, 122nd Street, 123rd Street and Union Avenue) and (except that part falling within the 50 feet of Section 28), in Cook County, Illinois.

Parcel 16.

The northwesterly/southeasterly 100 foot wide railroad right-of-way in the southwest quarter of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, north of the Indian Boundary Line, in Cook County, Illinois.

Parcel 17.

The northwesterly/southwesterly 100 foot wide railroad right-of-way in the northwest fractional quarter of fractional Section 33, Township 37 North, Range 14, East of the Third Principal Meridian, lying north of the Indian Boundary Line (except therefrom that part falling within the following described tract of land):

that part of the Consolidated Rail Corporation (formerly Pennsylvania Railroad Original) 100 foot wide right-of-way in Sections 28 and 33, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which lies northerly of the Government's Northerly Channel Line, or extension thereof, in the Little Calumet River described as follows:

beginning at a point in the easterly line of said right-of-way, 130.00 feet northerly of said Northerly Channel Line as measured on said easterly right-of-way, thence north 29 degrees, 40 minutes, 56 seconds west along said easterly line, a distance of 347.13 feet to a point of curve; thence northwesterly along said easterly line which is the arc of a circle, convex to the southwest, having a radius of 3,819.83 feet, a distance of 522.87 feet; thence south 20 degrees, 51 minutes, 26 seconds east, a distance of 522.87 feet; thence south 20 degrees, 51 minutes, 26 seconds east, a distance of 331.36 feet to a point 20.00 feet west of said easterly line (measured normal to said easterly line); thence south 23 degrees, 23

minutes, 40 seconds east, a distance of 131.23 feet to a point 30.00 feet west of said easterly line (measured normal to said easterly line); thence south 26 degrees, 20 minutes, 46 seconds east, a distance of 180.80 feet to a point 40.00 feet west of said easterly line (measured normal to said easterly line); thence south 28 degrees, 27 minutes, 32 seconds east, a distance of 232.08 feet; thence north 57 degrees, 44 minutes, 31 seconds east along a line parallel with said Northerly Channel Line, a distance of 45.00 feet to the point of beginning), in Cook County, Illinois.

Parcel 18.

The northwesterly/southeasterly 100 foot wide railroad right-of-way in the southwest quarter of fractional Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, lying south of the Indian Boundary Line (except therefrom that part falling within the following described tract of land):

that part of the Consolidated Rail Corporation (formerly Pennsylvania Railroad Original) 100 foot wide right-of-way in Sections 28 and 33, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which lies northerly of the Government's Northerly Channel Line, or extension thereof, in the Little Calumet River described as follows:

beginning at a point in the easterly line of said right-of-way, 130.00 feet northerly of said Northerly Channel Line as measured on said easterly right-of-way, thence north 29 degrees, 40 minutes, 46 seconds west along said easterly line, a distance of 347.13 feet to a point of curve; thence northwesterly along said easterly line which is the arc of a circle, convex to the southwest, having a radius of 3,819.83 feet, a distance of 522.87 feet; thence south 20 degrees, 51 minutes, 26 seconds east, a distance of 331.36 feet to a point 20.00 feet west of said easterly line (measured normal to said easterly line); thence south 23 degrees, 23 minutes, 40 seconds east, a distance of 131.23 feet to a point 30.00 feet west of said easterly line (measured normal to said easterly line); thence south 26 degrees, 20 minutes, 46 seconds east, a distance of 180.80 feet to a point 40.00 feet west of said easterly line (measured normal to said easterly line); thence south 28 degrees, 27 minutes, 32 seconds east, a distance of 232.08 feet; thence north 57 degrees, 44 minutes, 31 seconds east along a line parallel with said Northerly Channel Line, a distance of 45.00 feet to the point of beginning), in Cook County, Illinois.

Parcel 19.

The northwesterly/southeasterly 100 foot wide railroad right-of-way in the west half of the northwest quarter of fractional Section 33, Township 37 North, Range 14, East of the Third Principal Meridian, lying south of the Indian Boundary Line (except therefrom that part falling within the following described tract of land):

that part of the Consolidated Rail Corporation (formerly Pennsylvania Railroad Original) 100 foot wide right-of-way in Sections 28 and 33, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, which lies northerly of the Government's Northerly Channel Line, or extension thereof, in the Little Calumet River described as follows:

beginning at a point in the easterly line of said right-of-way, 130.00 feet northerly of said Northerly Channel Line as measured on said easterly right-of-way, thence north 29 degrees, 40 minutes, 56 seconds west along said easterly line, a distance of 347.13 feet to a point of curve; thence northwesterly along said easterly line which is the arc of a circle, convex to the southwest, having a radius of 3,819.83 feet, a distance of 522.87 feet; thence south 20 degrees, 51 minutes, 26 seconds east, a distance of 331.36 feet to a point 20.00 feet west of said easterly line (measured normal to said easterly line); thence south 23 degrees, 23 minutes, 40 seconds east, a distance of 131.23 feet to a point 30.00 feet west of said easterly line (measured normal to said easterly line); thence south 26 degrees, 20 minutes, 46 seconds east, a distance of 180.80 feet to a point 40.00 feet west of said easterly line (measured normal to said easterly line); thence south 28 degrees, 27 minutes, 32 seconds east, a distance of 232.08 feet; thence north 57 degrees, 44 minutes, 31 seconds east along a line parallel with said Northerly Channel Line, a distance of 45.00 feet to the point of beginning), in Cook County, Illinois.

Parcel 20-1.

That part of the Consolidated Rail Corporation (formerly Pennsylvania Railroad Original) 100 foot wide right-of-way in Section 33, south of the Indian Boundary Line, in Township 37 North, Range 14, East of the Third Principal Meridian, which lies south of the Government's Southerly Channel Line or extension thereof, in the Little Calumet River described as follows:

beginning at a point in the northerly line of said right-of-way, which is 80.24 feet south of said Southerly Channel Line; thence south 81 degrees, 26 minutes, 40 seconds east, along said northerly line 89.12 feet to a point of curve; thence southeasterly along said northerly line which is the arc of

a circle, convex to the southwest, having a radius of 3,994.51 feet, a distance of 596.47 feet to a point of tangency; thence south 90 degrees, 00 minutes, 00 seconds east, along said northerly line, a distance of 1,763.55 feet; thence south 00 degrees, 00 minutes, 00 seconds west, a distance of 27.97 feet; thence north 87 degrees, 17 minutes, 24 seconds west, a distance of 60.07 feet; thence south 85 degrees, 55 minutes, 43 seconds west, a distance of 68.17 feet; thence south 82 degrees, 50 minutes, 46 seconds west, a distance 205.01 feet; thence south 80 degrees, 55 minutes, 47 seconds west, a distance of 19.22 feet; thence south 88 degrees, 34 minutes, 14 seconds west, a distance of 123.07 feet; thence south 86 degrees, 40 minutes, 53 seconds west, a distance of 93.29 feet; thence north 90 degrees, 00 minutes, 00 seconds west along a line 67.00 feet southerly of and parallel with said northerly right-of-way line, a distance of 1,158.00 feet; thence south 83 degrees, 42 minutes, 04 seconds west, a distance of 120.34 feet; thence south 88 degrees, 21 minutes, 26 seconds west, a distance of 77.33 feet; thence north 66 degrees, 17 minutes, 40 seconds west, a distance of 54.32 feet; thence south 88 degrees, 02 minutes, 18 seconds west, a distance of 112.22 feet; thence north 89 degrees, 48 minutes, 58 seconds west, a distance of 86.68 feet; thence north 81 degrees, 26 minutes, 40 seconds west, along a line 80.00 feet southerly of and parallel with said northerly line, a distance of 284.83 feet; thence north 04 degrees, 07 minutes, 03 seconds east, a distance of 80.24 feet to the point of beginning, in Cook County, Illinois.

Parcel 20-2.

That part of the Consolidated Rail Corporation (formerly Pennsylvania Railroad Original) 100 foot wide right-of-way in Sections 28 and 33, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which lies northerly of the Government's Northerly Channel Line, or extension thereof, in the Little Calumet River described as follows:

beginning at a point in the easterly line of said right-of-way, 130.00 feet northerly of said Northerly Channel Line as measured on said easterly right-of-way; thence north 29 degrees, 40 minutes, 56 seconds west, along said easterly line, a distance of 347.13 feet to a point of curve; thence northwesterly along said easterly line which is the arc of a circle, convex to the southwest, having a radius of 3,819.83 feet, a distance of 522.87 feet; thence south 20 degrees, 51 minutes, 26 seconds east, a distance of 331.36 feet to a point 20.00 feet west of said easterly line (measured normal to said easterly line); thence south 23 degrees, 23 minutes, 40 seconds east, a distance of 131.23 feet to a point 30.00 feet west of said easterly line (measured normal to said easterly line); thence south 26 degrees, 020 minutes, 46 seconds east, a distance of 180.80 feet to a point 40.00 feet west of said easterly line (measured normal to said easterly line); thence

south 28 degrees, 27 minutes, 32 seconds east, a distance of 232.08 feet; thence north 57 degrees, 44 minutes, 31 seconds east along a line parallel with said Northerly Channel Line, a distance of 45.00 feet to the point of beginning, in Cook County, Illinois.

Parcel 21-1.

A strip of land 100 feet in width, being the right-of-way of the Chicago and Great Eastern Railway Company (now the right-of-way of the Consolidated Rail Corporation) through that part of the east half of the northwest fractional quarter of Section 33, Township 37 North, Range 14, East of the Third Principal Meridian, south of the Indian Boundary Line, lying north of the center thread of the Little Calumet River, as described in the warranty deed from Eliza A. Muchmore to said railroad company recorded November 1, 1864 as Document No. 87865 (except therefrom that part falling within the following described tract of land):

that part of the Consolidated Rail Corporation (formerly Pennsylvania Railroad Original) 100 foot wide right-of-way in Sections 28 and 33, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which lies northerly of the Government's Northerly Channel Line, or extension thereof, in the Little Calumet River described as follows:

beginning at a point in the easterly line of said right-of-way, 130.00 feet northerly of said Northerly Channel Line as measured on said easterly right-of-way, 130.00 feet northerly of said Northerly Channel Line as measured on said easterly right-of-way, thence north 29 degrees, 40 minutes, 56 seconds east, a distance of 331.36 feet to a point 20.00 feet west of said easterly line (measured normal to said easterly line); thence south 23 degrees, 23 minutes, 40 seconds east, a distance of 131.23 feet to a point 30.00 feet west of said easterly line (measured normal to said easterly line); thence south 26 degrees, 20 minutes, 46 seconds east, a distance of 180.80 feet to a point 40.00 feet west of said easterly line (measured normal to said easterly line); thence south 28 degrees, 27 minutes, 32 seconds east, a distance of 232.08 feet; thence north 57 degrees, 44 minutes, 31 seconds east along a line parallel with said Northerly Channel Line, a distance of 45.00 feet to the point of beginning), in Cook County, Illinois.

Parcel 21-2.

A strip of land 100 feet in width, being the right-of-way of the Chicago and Great Eastern Railway Company (now the right-of-way of the Consolidated Rail Corporation) through that part of the east half of the northwest fractional quarter of Section 33, Township 37 North, Range 14, East of the Third Principal Meridian, south of the Indian Boundary Line, lying south of the center thread of the Little Calumet River, and the west half of the northeast quarter of Section 33, Township 37 North, Range 14, East of the Third Principal Meridian, south of the Indian Boundary Line, as described in the warranty deed from William Steinberger to said railroad company, recorded December 24, 1864 as Document No. 89849 (excepting therefrom that part falling within the following described tract of land):

that part of the Consolidated Rail Corporation (formerly the Pennsylvania Railroad Original) 100 foot wide right-of-way in Section 33, south of the Indian Boundary Line, in Township 37 North, Range 14, East of the Third Principal Meridian, which lies south of the Government's Southerly Channel Line or extension thereof, in the Little Calumet River, described as follows:

beginning at a point in the northerly line of said right-of-way, which is 80.24 feet south of said Southerly Channel Line; thence south 81 degrees, 26 minutes, 40 seconds east, along said northerly line 89.12 feet to a point of curve; thence southeasterly along said northerly line which is the arc of a circle, convex to the southwest, having a radius of 3,994.51 feet, a distance of 596.47 feet to a point of tangency; thence south 90 degrees, 00 minutes, 00 seconds east, along said northerly line, a distance of 1,763.55 feet; thence south 00 degrees, 00 minutes, 00 seconds west, a distance of 27.97 feet; thence north 87 degrees, 17 minutes, 24 seconds west, a distance of 60.07 feet; thence south 85 degrees, 55 minutes, 43 seconds west a distance of 68.17 feet; thence south 82 degrees, 50 minutes, 46 seconds west, a distance of 205.01 feet; thence south 80 degrees, 55 minutes, 47 seconds west, a distance of 19.22 feet; thence south 88 degrees, 34 minutes, 14 seconds west, a distance of 123.07 feet; thence south 86 degrees, 40 minutes, 53 seconds west, a distance of 93.29 feet; thence north 90 degrees, 00 minutes, 00 seconds west along a line 67.00 feet southerly of and parallel with said northerly right-of-way line, a distance of 1,158.00 feet; thence south 83 degrees, 42 minutes, 04 seconds west, a distance of 120.34 feet; thence south 88 degrees, 21 minutes, 26 seconds west, a distance of 77.33 feet; thence north 66 degrees, 17 minutes, 40 seconds west, a distance of 54.32 feet; thence south 88 degrees, 02 minutes, 18 seconds west, a distance of 112.22 feet; thence north 81 degrees, 26 minutes, 40 seconds west, along a line 80.00 feet southerly of and parallel with said northerly line, a distance of 284.83 feet; thence north 04 degrees, 07 minutes, 03 seconds east, a distance of 80.24 feet to the point of beginning, in Cook County, Illinois.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 1201 SOUTH CAMPBELL AVENUE FOR DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at 1201 South Campbell Avenue for the Department of Health (Lease No. 10043), 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 vote of the members of the committee, with Alderman Sam Burrell dissenting.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO.
Chairman.

On motion of Alderman Troutman, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Leonard Weitzman and Estelle Weitzman, as beneficiaries under Metropolitan Bank and Trust Company, under Trust No. 1806, dated October 10, 1989, as Landlord for approximately 30,456 square feet of warehouse space and 9,632 square feet of office space for a total of 40,088 square feet located at 1201 South Campbell Avenue for use by the Department of Health as Tenant, such lease to be approved by the Commissioner of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[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 Leonard Weitzman and Estelle Weitzman, as beneficiaries under Metropolitan Bank and Trust Company, under Trust No. 1806, dated October 10, 1989 (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 1201 South Campbell Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord, approximately 9,632 square feet of office space and 30,456 square feet of warehouse space for a total of 40,088 square feet, located at 1201 South Campbell Avenue, to be used by the Department of Health as a mental health clinic;

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 9,632 square feet of office space and 30,456 square feet of warehouse space for a total of 40,088 square feet, located on that certain parcel of real estate more commonly known as 1201 South Campbell Avenue, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on December 1, 1995 ("Commencement Date"), and shall end on November 30, 2001 unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent including Build Out for the Premises in the amount of:

(a) Eighteen Thousand Two Hundred Forty and no/100 Dollars ($18,240.00) per month for the period beginning on the 1st day of December, 1995 and ending on the 30th day of November 1996;

(b) Eighteen Thousand Six Hundred Eight and no/100 Dollars ($18,608.00) per month for the period beginning on the 1st day of December, 1996 and ending on the 30th day of November 1997;

(c) Eighteen Thousand Nine Hundred Seventy-five and no/100 Dollars ($18,975.00) per month for the period beginning on the 1st day of December, 1997 and ending on the 30th day of November, 1998;

(d) Nineteen Thousand Three Hundred Forty-two and no/100 Dollars ($19,342.00) per month for the period beginning on the 1st day of December, 1998 and ending on the 30th day of November, 1999;

(e) Nineteen Thousand Seven Hundred Forty-three and no/100 Dollars ($19,743.00) per month for the period beginning on the 1st day of December, 1999 and ending on the 30th day of November, 2000;

(f) Thirteen Thousand Seven Hundred Sixty-four and no/100 Dollars ($13,764.00) per month for the period beginning on the 1st day of December, 2000 and ending on the 30th day of November, 2001.

Rent shall be paid to Landlord at Leonard Weitzman and Estelle Weitzman, in care of Bertram J. Wolf, Peck & Wolf, 105 West Adams Street, 34th Floor, Chicago, Illinois, 60603, 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, gas, heat, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for electricity, light, gas for heating in warehouse, and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises.

(b) Contain no environmentally hazardous materials.

(c) Landlord shall have no obligation to Tenant for any condition or violation, as specified in paragraphs (a) and (b) of this Section 4, existing on the Premises at date of possession resulting from current Tenant's use and occupancy of the Premises; the current Tenant and the Tenant under this lease being the same.

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 Tenant's 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"), except for damages or violations resulting from Tenant's direct use of Premises. 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. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with applicable law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof, without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be

placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage, on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal Liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million and no/100 Dollars ($1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as the named insured and Tenant as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the state of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent

performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein for a period of sixty (60) days, 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 December 1, 2001, and the rent shall be at the same rate as set forth in Section 3.1(e) of this lease in order to provide Landlord with compensation over regular rental in the event of an unauthorized holdover unless Tenant is in negotiation for renewal of the lease. Then and only then the rental shall stay the same as set forth in Section 3.1(f) for a period of sixty (60) days from expiration of 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 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:

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:

Leonard Weitzman and Estelle Weitzman
In care of Bertram J. Wolf
Peck & Wolf -- Attorneys At Law
105 West Adams Street, 34th Floor
Chicago, Illinois 60603

or to such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed or deposited with courier.

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 forty-eight (48) months from the execution of this lease.

In the event Tenant exercises its right to cancel as set forth herein, Tenant shall forthwith pay to Landlord any unpaid build out cost factored into the monthly rental. This amount shall be computed by taking the build out factor included in the monthly rental multiplied by the number of months less than sixty (60) days that are in the period from December 1, 1995 to the effective date of Tenant's cancellation. Partial months shall be prorated on a daily basis.

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 Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Provide and maintain sprinkler system.

11.2

Provide and maintain smoke detectors in warehouse and office area.

11.3

Provide automatic door openers for all overhead doors in warehouse.

11.4

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised Premises.

11.5

Provide and pay for washing of all outside windows on a reasonable basis.

11.6

Provide and pay for exterminator service whenever necessary, except where necessity is caused by Tenant's direct negligent use of Premises.

11.7

Repair broken skylight panels whenever necessary.

11.8

Provide and pay for hot and domestic water in office area only.

11.9

Maintain plumbing in good operable condition.

11.10

Maintain roof in a watertight condition.

11.11

Maintain two (2) fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.12

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of building, including all structural, plumbing, 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.

11.13

Provide air-conditioning to the office areas only on 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.

11.14

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.

11.15

Replace roof prior to execution of the lease.

11.16

Provide a security alarm system.

11.17

Maintain garage doors and automatic garage door openers. Landlord will not be responsible for damage caused by acts of vandalism or negligence by Tenant or any of its agents or clients.

11.18

Pay for heating fuel costs for office area only.

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 and maintenance of the system.

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 Landlord's Build Out Obligation.

Landlord shall build out the Premises as set forth in the Scope of Work on the Drawings and Specifications consisting of pages prepared by O'Donnell, Wicklund, Pigozzi & Peterson dated February 14, 1995, bearing Job No. Q-3-027 (the "Build Out"). A copy of each page of such drawings has been initialed for identification and approval by Bertram J. Wolf for Landlord and William E. Fagan for Tenant.

A. Tenant shall have the right to appoint a representative to oversee and reasonably approve the Build Out work ("Tenant Representative"). Tenant Representative shall be an agent of the City of Chicago from either its Department of General Services, the Department of Health or its Office of Budget Management.

B. The cost of the Build Out shall not exceed Three Hundred Thousand Dollars ($300,000) for all work. If the cost of the Build Out, including without limitation architectural, structural, mechanical, carpeting, electrical, vinyl flooring, painting, doors, dumpsters, carpentry, signage, permit, H.V.A.C., lighting, plumbing and general contractor costs and fees, etc. (collectively, the "Build Out Cost"), exceeds Three Hundred Thousand Dollars ($300,000), then Landlord shall promptly revise the scope of the Build Out so that the Build Out Cost does not exceed Three Hundred Thousand Dollars ($300,000). Landlord shall then promptly proceed to construct the Build Out.

C. Rental will commence December 1, 1995.

D. Construction schedule for Build Out shall be agreed to be Tenant which will not unreasonably be withheld or delayed.

E. No changes to design or grade of materials can be made without approval from Tenant.

F. Premises are currently being used by the Department of Health, City of Chicago as an outpatient clinic (offices) and for storage (warehouse) (Chicago Police Department currently occupying warehouse on a temporary emergency basis). Any change in current usage (by

Department of Health) shall not be made by Tenant without prior approval of Landlord which will not unreasonably be withheld.

G. The rights of the Tenant under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Tenant shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Landlord.

H. Landlord warrants that improvements specified in Section 13.1B will be substantially completed by December 1, 1995. In the event they are not substantially completed, rental shall continue at the existing monthly rental of Eleven Thousand Six Hundred Forty-eight and no/100 Dollars ($11,648.00) until such time that improvements referred to in Paragraph 13.1B are substantially complete. The Landlord warranties stated here in this paragraph are conditioned upon approval of this lease by City Council by October 1, 1995.

I. Use of Premises. Tenant shall have use and occupy the Premises for warehouse and office use and for no other purpose.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: _____
Leonard Weitzman, as
beneficiary of Trust
No. 1806

By: _____
Estelle Weitzman, as
beneficiary of Trust
No. 1806

By: _____
Metropolitan Bank and Trust Company, under Trust No. 1806, Dated October 10, 1989

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Commissioner

Approved: Department of Health

By: _____
Sheila Lyne, R.S.M., Commissioner

Approved As To Form And Legality:

By: Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 10542 -- 10544 SOUTH EWING AVENUE FOR CHICAGO PUBLIC LIBRARY.
(Eastside Branch)

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at 10542 -- 10544 South Ewing Avenue for the Chicago Public Library, Eastside Branch (Lease No. 19013), 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 Troutman, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with Everett Howell, sole beneficiary, under First Bank of Oak Park, Trust No. 5780, dated July 16, 1962, as Landlord, for approximately 5,814 square feet of ground floor space located at 10542 -- 10544 South Ewing Avenue, for use by the Chicago Public Library, as Tenant; such lease to be approved by the Commissioner of the Chicago Public Library and the President of the Chicago Public Library Board of Directors 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 Everett Howell, sole beneficiary under First State Bank of Oak Park, Trust Agreement dated July 16, 1962 and known as Trust No. 5780 (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 10542 -- 10544 South Ewing Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord, approximately 5,814 square feet of ground floor space located at 10542 -- 10544 South Ewing Avenue, to be used by the Chicago Public Library as its Eastside Branch;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 5,814 square feet of office space located on that certain parcel of real estate more commonly known as 10542 -- 10544 South Ewing Avenue, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on the January 1, 1995 ("Commencement Date"), and shall end on December 31, 1999 unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amounts of:

(a) Two Thousand Nine Hundred Ninety-four and no/100 Dollars ($2,994.00) per month for the period beginning on the 1st day of January, 1995 and ending on the 31st day of December, 1995;

(b) Three Thousand One Hundred Fourteen and no/100 Dollars ($3,114.00) per month for the period beginning on the 1st day of January, 1996 and ending on the 31st day of December, 1996;

(c) Three Thousand Two Hundred Thirty-eight and no/100 Dollars ($3,238.00) per month for the period beginning on the 1st day of January, 1997 and ending on the 31st day of December, 1997;

(d) Three Thousand Three Hundred Thirty-five and no/100 Dollars ($3,335.00) per month for the period beginning on the 1st day of January, 1998 and ending on the 31st day of December, 1998;

(e) Three Thousand Five Hundred Two and no/100 Dollars ($3,502.00) per month for the period beginning on the 1st day of January, 1999 and ending on the 31st day of December, 1999.

Rent shall be paid to Landlord at 17190 Sunset Boulevard, Pacific Palisades, California 90272 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.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat, sewer and water charges, 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) landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any

such alterations, additions and improvements shall be in full compliance with applicable law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease, in whole or in part, or sublet the Premises or any part thereof, without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal Liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million 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 Indemnification.

Landlord and Tenant shall indemnify and hold each other harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from each other by reason they have negligent performance of or failure to perform any of its obligations under this Lease provided that they have provided each other 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 for a period of ninety (90) days, Tenant or Landlord shall have the option to declare this lease terminated as of the date of such damage or destruction by giving written notice to such effect. If Tenant or Landlord exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning January 1, 2000.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in

writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or to such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Everett Howell 17190 Sunset Boulevard Pacific Palisades, California 90272	and	Norman S. Rosen Suite 403 4711 Golf Road Skokie, Illinois 60076

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 the duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with one hundred twenty (120) days prior written notice after twenty-four (24) 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 Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Professionally spot paint the Premises after forty-eight (48) months of occupancy.

11.2

Replace and/or repair screen for back door and install door leading to back room within ninety (90) days from the execution of this lease.

11.3

Provide and install shades or blinds on all windows within ninety (90) days from the execution of this lease.

11.4

Maintain sewer on north rear wall of building.

11.5

Provide, at Landlord's sole cost and expense, water lines to the Premises.

11.6

Maintain plumbing in good operable condition.

11.7

Maintain two (2) fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.8

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior of building, including all mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

11.9

Provide, at Landlord's sole cost and expense, air-conditioning to the Premises whenever necessary, during normal business hours (8:00 A.M. to

9:00 P.M. on weekdays; 8:00 A.M. to 6:00 P.M. on Saturdays; and if necessary on Sundays and holidays), 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 its agents or clients.

11.10

Provide, at Landlord's sole cost and expense, heat to the Premises whenever necessary, during normal business hours (8:00 A.M. to 9:00 P.M. on weekdays; 8:00 A.M. to 6:00 P.M. on Saturdays; and if necessary on Sundays and holidays), 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 agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

12.8

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.

12.9

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; and maintain the smoke detectors in the Premises in accordance with applicable law.

Section 13.

Additional Clauses.

13.1

The parties hereto agree that the date this lease is fully executed, Lease Nos. 19013 and 19013A in connection with the Premises shall become null and void.

13.2

In the event that Tenant vacates the Premises prior to termination of this lease, Tenant agrees to close the opening made by Landlord to connect 10542 to 10544 South Ewing Avenue.

13.3

The parties hereto agree that rent paid under Lease No.'s 19013 and 19013 A, after January 1, 1995, shall be credited against rent due under this lease.

13.4

Tenant shall maintain blinds and shades during term of lease.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

First Bank of Oak Park, as Trustee, under Trust Agreement dated July 16, 1962 and known as Trust No. 5780

By: _____

Everett Howell, as sole beneficiary of Trust No. 5780

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Carlos Ponce,
Commissioner

Approved: The Chicago Public Library

By: _____
Mary A. Dempsey,
Commissioner

Approved: The Chicago Public Library Board of Directors

By: _____
President

Approved As To Form And Legality:

By: Department of Law

By: _____
Assistant Corporation
Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 4400 WEST LAWRENCE AVENUE FOR
CHICAGO PUBLIC LIBRARY.
(Mayfair Branch)

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at 4400 West Lawrence Avenue for the Chicago Public Library, Mayfair Branch (Lease No. 19013B), 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 Troutman, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with North Mayfair Development Corporation, an Illinois corporation, as Landlord, for approximately 7,605 square feet of ground floor office space located at 4400 West Lawrence Avenue, for use by the Chicago Public Library, as Tenant; such lease to be approved by the Commissioner of the Chicago Public Library and the President of the Chicago Public Library Board of Directors 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 North Mayfair Development Corporation, an Illinois Corporation (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises commonly known as 4400 West Lawrence Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord, approximately 7,605 square feet of office space located at 4400 West Lawrence Avenue to be used by the Chicago Public Library as its Mayfair Branch;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 7,605 square feet of ground floor office space located on that certain parcel of real estate more commonly known as 4400 West Lawrence Avenue, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on October 1, 1995, or the date of occupation, whichever occurs later ("Commencement Date"), and shall end on September 30, 2001 unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

(a) Five Thousand Eight Hundred Thirty-three and 13/100 Dollars ($5,833.13) per month for the period beginning on the 1st day of October, 1995, or the date of occupation, with said monthly rental being prorated on a per diem basis if the initial Term does not commence on the 1st day of the month, and ending on the 30th day of September, 1996;

(b) Ten Thousand Seven Hundred Nineteen and 52/100 Dollars ($10,719.52) per month for the period beginning on the 1st day of October, 1996 and ending on the 30th day of September, 1997;

(c) Eight Thousand Eight Hundred Thirty and 95/100 Dollars ($8,830.95) per month for the period beginning on the 1st day of October, 1997 and ending on the 30th day of September, 1998;

(d) Nine Thousand Two and 06/100 Dollars ($9,002.06) per month for the period beginning on the 1st day of October, 1998 and ending on the 30th day of September, 1999;

(e) Six Thousand Sixty-five and no/100 Dollars ($6,065.00) per month for the period beginning on the 1st day of October, 1999 and ending on the 30th day of September, 2000;

(f) Six Thousand Two Hundred Forty-nine and no/100 Dollars ($6,249.00) per month for period beginning on the 1st day of October, 2000 and ending on the 30th day of September, 2001.

Rent shall be paid to Landlord at the registered office of North Mayfair Development Corporation, Attention: John Thomas, 4353 West Lawrence Avenue, Chicago, Illinois 60630, or at such place as Landlord may, from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer charges, water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for electricity, light, heat, gas, power and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with applicable law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof, without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the Term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal Liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million and no/100 Dollars ($1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as the named insured and the Tenant as an additional insured for any liability arising directly or indirectly from the duties and obligations of the Landlord for the maintenance of the physical plant pursuant to Section 4, Section 11 and Section 13 of 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 the 1st day of October, 2001, and the rent shall be at the same rate as set forth in Section 3.1(f) of this lease.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or to such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

North Mayfair Development Corporation
Attention: John Thomas
4353 West Lawrence Avenue
Chicago, Illinois 60630

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 except as otherwise provided herein, this lease and all the rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the internal laws (and not the conflicts of law provisions) of the State of Illinois. The parties hereby agree and covenant that any and all actions arising out of or related to this lease shall be brought and maintained in the federal and state courts sitting in Illinois. Each party hereby irrevocably consents and submits to the jurisdiction of and service process from such courts for any and all such action.

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 the duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with sixty (60) days prior written notice after forty-eight (48) months from the execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises 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 Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Provide, at Landlord's sole cost and expense, all hot and domestic water for the Premises.

11.2

Maintain plumbing in good operable condition.

11.3

Maintain two (2) fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.4

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of building, including all structural, mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

11.5

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.6

Provide 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 (1st) floor of said Premises during Term of lease which is not caused by negligence of Landlord.

12.2

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the building provided that it complies with federal, state and municipal laws.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Pay for monthly alarm service, if necessary.

12.6

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other tenants; is illegal; or increases the rate of insurance on the Premises.

12.7

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable law.

Section 13.

Additional Clauses.

13.1 Landlord's Buildout Obligation.

Landlord shall build out the Premises as set forth in the scope of work on the drawings and specifications consisting of pages prepared by Andrian Zemenides dated February 28, 1995, bearing Job No. AZ-380-94 (the "Buildout"). A copy of each page of such drawings has been initialed for identification and approval by John Thomas for Landlord and Mort Coburn for Tenant.

A. Tenant shall have the right to appoint a representative to oversee and reasonably approve the Buildout work ("Tenant Representative"). Tenant Representative shall be an agent of the City of Chicago from either its Department of General Services, the Chicago Public Library or its Office of Budget Management.

B. The cost of the Buildout shall not exceed One Hundred Forty-nine Thousand Four Hundred Ninety-seven and no/100 Dollars ($149,497.00) for all work. If the cost of the Buildout, including without limitation architectural, structural, mechanical, carpeting, electrical,vinyl flooring, painting, doors, dumpsters, carpentry, signage, permit, H.V.A.C., lighting, plumbing and general contractor costs and fees, etc. (collectively the "Build Out Cost"), exceeds One Hundred Forty-nine Thousand Four Hundred Ninety-seven and no/100 Dollars ($149,497.00), then Landlord

shall promptly revise the scope of the Buildout Cost does not exceed One Hundred Forty-nine Thousand Four Hundred Ninety-seven and no/100 Dollars ($149,497.00). Landlord shall then promptly proceed to construct the Build Out.

C. Rental will commence within two (2) weeks from written notice to Tenant that Buildout is substantially completed.

D. Construction schedule for Build Out shall be agreed to by Tenant which will not unreasonably be withheld or delayed.

E. No changes to design or grade of materials can be made without approval from Tenant.

F. Any change in current usage (by the Chicago Public Library) shall not be made by Tenant without prior approval of Landlord which will not unreasonably be withheld.

G. The rights of the Tenant under this lease shall be and are subject and subordinate at all times to the lieu of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Tenant shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Landlord.

H. Use of Premises. Tenant shall have use and occupy the Premises for Library office use and for no other purpose.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

North Mayfair Development Corporation

By: _____

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Carlos Ponce,
Commissioner

Approved: Chicago Public Library

By: _____
Mary A. Dempsey,
Commissioner

Approved: The Chicago Public Library Board of Directors

By: _____
Cindy Pritzer,
President

Approved As To Form And Legality:

By: Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 8945 -- 8947 SOUTH LOOMIS STREET FOR CHICAGO PUBLIC LIBRARY.
(Brainerd Branch)

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at 8945 -- 8947 South Loomis Street for the Chicago Public Library, Brainerd Branch (Lease No. 19023), 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 Troutman, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with Richard F. Zobac and Lillian E. Zobac, as sole owners, as Landlord, for approximately 3,312 square feet of ground floor office space located at 8945 -- 8947 South Loomis Street, for use by the Chicago Public Library, as Tenant; such lease to be approved by the Commissioner of the Chicago Public Library and the President of the Chicago Public Library Board of Directors 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 Richard F. Zobac and Lillian E. Zobac, as sole owners (hereinafter referred to as "Lordlord") 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 8945 -- 8947 South Loomis Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord, approximately 3,312 square feet of ground floor office space located at 8945 -- 8947 South Loomis Street to be used by the Chicago Public Library as its Brainerd Branch;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 3,312 square feet of office space located on that certain parcel of real estate more commonly known as 8945 -- 8947 South Loomis Street, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on the January 1, 1996, ("Commencement Date"), and shall end on December 31, 1997, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

One Thousand Twenty-three and 75/100 Dollars ($1,023.75) per month for the period beginning on the 1st day of January, 1996 and ending on the 31st day of December, 1997.

Rent shall be paid to Landlord at Richard F. and Lillian E. Zobac, 3388 West Shore Drive, Lakes of Four Seasons, Crown Point, Indiana, 46307, 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 and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat, and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments, ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any

such alterations, additions and improvements shall be in full compliance with applicable law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof, without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense, during the term of this lease, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois.

The kinds and amounts of insurance required are as follows:

(a) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees and Employer's Liability coverage with limits of not less than One Hundred Thousand and no/100 Dollars ($100,000.00) each accident or illness.

(b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million and no/100 Dollars ($1,000,000.00) 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, broad form property, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the lease.

(c) Comprehensive 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 Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million and no/100 Dollars ($1,000,000.00) per occurrence, combined single limit, for bodily injury and property damage.

(d) All Risk Property Insurance.

All Risk Property Insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss, damage to or destruction of property.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Landlord.

6.2 Other Terms Of Insurance.

The Landlord will furnish the City of Chicago, Department of General Services, Bureau of Real Estate Management, Room 303B, 510 North Peshtigo Court, Chicago, Illinois 60611, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this lease. The Landlord shall submit evidence on insurance prior to lease award. The

receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. The Landlord shall advise all insurers of the lease provisions regarding insurance. Non-conforming insurance shall not relieve Landlord of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease 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.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Landlord.

The Landlord agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit the Landlord's liabilities and responsibilities specified within the lease documents or by law.

The Landlord expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Landlord under the lease.

The required insurance 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.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

6.3 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning January 1, 1998, and the rent shall be at the same rate as set forth in Section 3.1 of this lease.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by 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:

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:

Richard F. Zobac/Lillian E. Zobac
3388 West Shore Drive
Lakes of Four Seasons
Crown Point, Indiana 46307

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 the duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with sixty (60) days prior written notice at any time after the execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Provide hot and domestic water for the Premises.

11.2

Maintain plumbing in good operable condition.

11.3

Provide and maintain two (2) fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.4

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of the Premises, including all structural, mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

11.5

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.6

Provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding

damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.7

Furnish screens for all windows and doors and maintain same.

11.8

Trim trees and bushes at rear of the building.

11.9

Caulk and/or weather strip bathroom windows, front door and rear door of the Premises.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first (1st) 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

Reserves the right to install an appropriate sign on the front exterior of the Premises 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, or any of its agent 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.

12.6

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, not 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 has option to use vacant garage on the Premises anytime during the term of the lease.

13.2

Tenant shall repair any electrical wiring or fixtures that has been installed by Tenant.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

TRIBUTE TO LATE MR. DOMINICK MORANO.

WHEREAS, God in his infinite wisdom has called Dominick "Mickey" Morano to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Theresa; dear brother of Josphine Lacoco, Mary Johnson, Angeline Morano, Rose Papa, and the late Melo, Rita Greenup, Deloris Helper, Peter and Joe Morano; and dearest uncle and great-uncle to many, Dominick leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Dominick Morano and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dominic Morano.

TRIBUTE TO LATE MRS. JEAN G. PAJKOS.

WHEREAS, God in his infinite wisdom has called Jean G. Pajkos to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Jean will be deeply missed, but the memory of her character, faith, compassion and love will live on by those who knew and love her; and

WHEREAS, Beloved wife of the late Anthony, Sr.; loving mother of Anthony, Joseph and Valerie Brown; grandmother of Cody, Carson, Sarah, Taylor, and Michael; sister of Henry Stanislawski, Rita Marz, Ted Stanislawski, Chester Stanislawski, and the late Marion and Edwin Stanislawski; and a good friend to many, Jean leaves a legacy of faith, compassion and love that will live on in the years to come; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby

express our sorrow on the death of Jean G. Pajkos and do hereby express our deepest sympathy to her family and friends ; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jean G. Pajkos.

TRIBUTE TO LATE MRS. LAURA L. POOLE.

WHEREAS, God in his infinite wisdom has called Laura L. Poole to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of the late Joseph Poole; loving mother of Laura Ternes, Virginia Fry and William Poole; dearest grandmother of thirteen; great-great grandmother of one; and fond sister of Harriet "Hattie" Manning, Laura leaves a legacy of hope, faith, love and integrity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Laura L. Poole and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Laura L. Poole.

TRIBUTE TO LATE MR. DANIEL J. PRZISLICKI.

WHEREAS, God in his infinite wisdom has called Daniel J. Przislicki to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, Daniel will be deeply missed, but the memory of his character, faith, compassion and love will live on by those who knew and loved him; and

WHEREAS, As a member of the United States Army, Daniel served our country with pride and dignity; and

WHEREAS, To his loving wife, Anita; daughters, Cheryl and Karen; son, Daniel; sisters, Celia Wusko, Virginia Poproch, Lillian Brodzinski and Rose Siedlecki; grandchildren, Lauren, Allison and Rebecca; and a good friend to many, Daniel leaves a legacy of faith, compassion and love that will live on in the years to come; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Daniel J. Przislicki and do hereby express our deepest sympathy to his family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Daniel J. Przislicki.

TRIBUTE TO LATE MR. THOMAS A. RICE.

WHEREAS, God in his infinite wisdom has called Thomas A. Rice to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, To his loving wife, Margaret; devoted son, Joseph; beloved brothers, Joseph, Raymond, the late Arthur, James, Harry; loving sister, Mary Hyland; brother-in-law, Agnes Rice, Isabelle Rice and George Hyland; and many nieces and nephews, Thomas leaves a legacy of faith, integrity, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby commemorate the life of Thomas A. Rice, 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 Thomas A. Rice.

TRIBUTE TO LATE MRS. JOSEPHINE M. SALERNO.

WHEREAS, God in his infinite wisdom has called Josephine M. Salerno to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of the late Frank T.; loving mother of Nadine Wozniak, Francis and Michael; dearest grandmother of Jeffrey, Brian and the late Rebecca Wozniak, Brianna, Alyssa, Jeremy and Grace Salerno; fond sister of Ann Dziadana, the late John Waksmundzki, Mary Maika, Irene Grzywna and Alice Galas, Josephine leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Josephine M. Salerno and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Josephine M. Salerno.

TRIBUTE TO LATE MS. AGNES SHAFFER.

WHEREAS, God in his infinite wisdom has called Agnes Shaffer to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As a loving aunt to John, Dan, Jim, Larry Paul, Joe Nelligan and Rita Fitzgibbons, Agnes imparts a legacy of love, hope, dignity 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 December, 1995, do hereby commemorate the life of Agnes Shaffer and do hereby extend our most sincere condolences to the family of Agnes Shaffer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Agnes Shaffer.

TRIBUTE TO LATE MRS. HELEN M. SHARP.

WHEREAS, God in his infinite wisdom has called Helen M. Sharp to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, To her beloved husband, Ralph; loving sons, Bob and the late Ralph; and fond grandchildren, Deborah and James, Helen leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Helen M. Sharp and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Helen M. Sharp.

TRIBUTE TO LATE MRS. PHILOMENA M. SHEA.

WHEREAS, God in his infinite wisdom has called Philomena M. Shea to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of David; loving mother of Eileen Rodriguez, John, Daniel, David Jr. and Thomas Shea; dear grandmother of Gabrielle and Bridget; fond sister of Maura Gallagher, Thomas and Phil Joseph Graiton and the late Anna Gaffney, Philomena leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Philomena Shea and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Philomena Shea.

TRIBUTE TO LATE MR. STANLEY R. SKICKI.

WHEREAS, Stanley R. Skicki has been called to eternal life by the wisdom of God at the age of fifty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, To his loving daughters, Linda Benda and Sharon Pozniak; son, John; devoted sisters, Leona and Veronica; brothers, Chester and Eugene, Stanley imparts a legacy of love, hope, dignity 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 December, 1995, do hereby commemorate the life of Stanley R. Skicki and do hereby extend our most sincere condolences to the family of Stanley R. Skicki; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Stanley R. Skicki.

TRIBUTE TO LATE MR. WALTER STYRCZULA.

WHEREAS, God in his infinite wisdom has called Walter Styrczula to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Genowefa; loving father of Lottie Niznik, Sophie Romano, Anna Bergstrom, Helen Harnack, Stella Sliwa, John and Donna Styrczula; dear grandfather of Jaime, David, Kristina, Charlene, Sam, Lana, Todd Jr., Eric and Christopher; fond brother of Lottie Lowicz, Joe Styrczula and Alexander Glab; and cherished uncle of many nieces and nephews, Walter leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Walter Styrczula, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Walter Styrczula.

TRIBUTE TO LATE MRS. ESTELLE TOKARZ.

WHEREAS, God in his infinite wisdom has called Estelle Tokarz to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of Joseph; loving mother of Thomas; fond grandmother of Kurt, Tara, Trisha and Heather; dearest sister of Celia Syrovatka, the late John Florek, the late Eleanore Suda, the late Rose Paholski, the late Clara Opiola, and the late Stanley Florek; dear sister-in-law of Lottie Goldinak and the late Helene Dalton, Estelle leaves a legacy of faith, dignity, compassion, and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Estelle Tokarz, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Estelle Tokarz.

TRIBUTE TO LATE MRS. DOROTHY WENDERSKI.

WHEREAS, God in his infinite wisdom has called Dorothy Wenderski to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Dorothy will be deeply missed, but the memory of her character, faith, compassion, and love will live on by those who knew and loved her; and

WHEREAS, To her loving husband, Thaddeus; son, Larry; daughter, Barbara Costello; brothers, Revered Edward Jarzynski and Leon Jarzynski; sister, Eleanor Wenzel; grandchildren, Rachel and Laura Costello; and many friends, Dorothy leaves a legacy of faith, compassion, and love that will live on in the years to come; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Dorothy Wenderski, and do hereby express our deepest sympathy to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dorothy Wenderski.

CONGRATULATIONS EXTENDED TO MR. AND MRS. CARMEN CORROZZO ON BIRTH OF THEIR DAUGHTER, KRISTINA CORROZZO.

WHEREAS, On May 15, 1995 a new citizen came into the world, Kristina, daughter of Mr. and Mrs. Carmen Corrozzo, residents of Chicago's 13th Ward; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby congratulate Mr. and Mrs. Carmen Corrozzo on the birth of their daughter Kristina, and extend to this fine family our best wishes for continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Carmen Corrozzo.

CONGRATULATIONS EXTENDED TO MR. AND MRS. WALTER DOMALEWSKI ON BIRTH OF THEIR SON, MATTHEW FRANCIS DOMALEWSKI.

WHEREAS, On May 8, 1995 a new citizen came into the world, Matthew Francis Domalewski, son of Mr. and Mrs. Walter Domalewski, residents of Chicago's 13th Ward; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby congratulate Mr. and Mrs. Domalewski on the birth of their son Matthew Francis, and extend to this fine family our best wishes for continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mr. and Mrs. Walter Domalewski.

CONGRATULATIONS EXTENDED TO MR. AND MRS. RICK HORNUNG ON BIRTH OF THEIR DAUGHTER, RACHEL RENEE HORNUNG.

WHEREAS, On January 31, 1995 a new citizen came into the world, Rachel Renee, daughter of Mr. and Mrs. Rick Hornung, residents of Chicago's 13th Ward; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby congratulate Mr. and Mrs. Rick Hornung on the birth of their daughter

Rachel Renee, and extend to this fine family our best wishes for continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Rick Hornung.

CONGRATULATIONS EXTENDED TO MR. AND MRS. JOHN KARCESKI ON BIRTH OF THEIR DAUGHTER, SARA MARIE KARCESKI.

WHEREAS, On March 26, 1995 a new citizen came into the world, Sara Marie Karceski, daughter of Mr. and Mrs. John Karceski, residents of Chicago's 13th Ward; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered this thirteenth day of December, 1995 do hereby congratulate Mr. and Mrs. John Karceski on the birth of their daughter, Sara Marie, and extend to this fine family our best wishes for continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. John Karceski.

CONGRATULATIONS EXTENDED TO MR. AND MRS. PATRICK KEHOE, JR. ON BIRTH OF THEIR DAUGHTER, BROOKE PATRICIA KEHOE.

WHEREAS, On April 6, 1995 a new citizen came into the world, Brooke Patricia Kehoe, daughter of Mr. and Mrs. Patrick Kehoe, Jr., residents of Chicago's 13th Ward; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered this thirteenth day of December, 1995 do hereby congratulate Mr. and Mrs. Patrick Kehoe, Jr. on the birth of their daughter Brooke Patricia, and extend to this fine family our best wishes for continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Patrick Kehoe, Jr..

CONGRATULATIONS EXTENDED TO MR. AND MRS. LOUIS MONTES ON BIRTH OF THEIR DAUGHTER, SARA MARIE MONTES.

WHEREAS, On March 16, 1995 a new citizen came into the world, Sara Marie Montes, daughter of Mr. and Mrs. Louis Montes, residents of Chicago's 13th Ward; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered this thirteenth day of December, 1995 do hereby congratulate Mr. and Mrs. Louis Montes on the birth of their daughter, Sara Marie, and extend to this fine family our best wishes for continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Louis Montes.

CONGRATULATIONS EXTENDED TO MRS. DOROTHY FRANCHI FOR HER HEROIC ACTION DURING MOTEL FIRE.

WHEREAS, On November 28, 1995 at the early morning hour of 5:00 A.M., Dorothy Franchi performed a heroic act in which lives were saved; and

WHEREAS, The Chicago City Council has been informed of her courageous act by Alderman Frank J. Olivo; and

WHEREAS, Dorothy, who works as a desk clerk at the Tangiers Motel located at 4944 South Archer Avenue, discovered smoke from an upstairs window and alerted one hundred forty motel guests to the emergency and escorted them to safety; and

WHEREAS, Dorothy contacted the police and fire departments and also managed to catch the arsonist; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered this thirteenth day of December, 1995 do hereby applaud Dorothy Franchi on her tremendous act of heroism and bravery; and

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

CONGRATULATIONS EXTENDED TO STANLEY AND MARIA OPALACZ ON THEIR FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, Stanley and Maria Opalacz celebrated their fiftieth wedding anniversary on November 25, 1995; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, May Stanley and Maria's love and commitment to each other and their family be an inspiration to one and all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby congratulate Stanley and Maria during this special time of their lives together and extend best wishes to them in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Stanley and Maria Opalacz.

CONGRATULATIONS EXTENDED TO EDWARD AND ELEANOR TEKIELA ON THEIR FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, Edward and Eleanor Tekiela celebrated their fiftieth wedding anniversary on November 26, 1995; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, May Edward and Eleanor's love and commitment to each other and their family be an inspiration to one and all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby congratulate Edward and Eleanor during this special time of their lives together and extend best wishes to them in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Edward and Eleanor Tekiela.

CONGRATULATIONS AND GRATITUDE EXTENDED TO COMMUNITY MENTAL HEALTH BOARD OF CHICAGO ON ITS THIRTIETH ANNIVERSARY.

WHEREAS, This year, 1995, marks the thirtieth anniversary of the Community Mental Health Board of Chicago, which Board has been extremely effective in reducing the severity of mental illness in the City of Chicago's community settings; and

WHEREAS, The Chicago City Council has been informed of this historic occasion by Alderman Frank J. Olivo; and

WHEREAS, The Community Mental Health Board of Chicago has for thirty years faithfully served as the official Citizens Advisory Board to the Mayor, City Council and the Department of Health, Bureau of Mental Health, on all matters concerning the effective and efficient methods of treating the mentally ill; and

WHEREAS, This Board has gained national recognition for its strong advocacy and devotion of promoting the improvement of the quality of life of the poor and indigent mentally ill people of this City, wherein the members of this Board have devoted thousands of volunteer hours and worked diligently, both at the state and local levels, for increased funding for the centers; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this thirteenth day of December, 1995, do hereby offer our sincere appreciation to the Community Health Board of Chicago and the many volunteers on behalf of their local neighborhood centers for their dedicated services to our City, and assure that their great work on behalf of humanity will always be appreciated and that this body continues to be supportive of their efforts regarding the improvement of mental health services to its citizenry; and

Be It Further Resolved, That a suitable copy of this proclamation be presented to Patricia A. Quirk, Chairperson, Community Mental Health Board of Chicago and all its members.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MS. SUZANNE BARANCIK.

WHEREAS, Suzanne Barancik 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 her passing by Alderman Edward M. Burke; and

WHEREAS, As the first woman and one of the first non-lawyers to serve on the Attorney Registration and Disciplinary Commission of the Supreme Court of Illinois, Suzanne Barancik distinguished herself by her engaging wisdom; and

WHEREAS, In 1987, Suzanne Barancik was appointed a commissioner to the Attorney Registration and Disciplinary Commission, assisting the Illinois Supreme Court in regulating the legal profession and prosecuting cases of attorney misconduct; and

WHEREAS, For twenty-five years, Suzanne Barancik was a board member of the University of Chicago Cancer Research Foundation; and

WHEREAS, For thirteen years, Suzanne Barancik was a board member of the American Heart Association of Chicago; and

WHEREAS, To her beloved husband, Richard; her daughters, Jill and Ellen; her stepsons, Robert and Michael; stepdaughter, Cathy; and her devoted mother, Charlotte Hammerman, Suzanne Barancik imparts a legacy of integrity, service and devotion; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of December, 1995, do hereby commemorate the grace-filled life of Suzanne Barancik 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 Suzanne Barancik.

TRIBUTE TO LATE MRS. ALICE CHESROW.

WHEREAS, Alice Chesrow has been called to eternal life by the wisdom of God at the age of eighty-seven; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, As an active officer and board member of numerous service and social clubs, Alice Chesrow demonstrated a generous and dedicated spirit; and

WHEREAS, Alice Chesrow was the wife of the late Dr. Eugene J. Chesrow, who headed the geriatric unit at Oak Forest Hospital; and

WHEREAS, Until 1970, Alice Chesrow and her husband lived in Oak Forest, Illinois, when, upon Dr. Chesrow's retirement, they moved to the near north side of Chicago; and

WHEREAS, During the 1950s through the 1970s, Alice Chesrow served the Chicago Women's Club, the Italian Women's Club, the Marie Adelaide Club, the Our Lady of Grace League and Women's Auxiliary, and the Hektoen Institute for Medical Research; and

WHEREAS, To her beloved son, Eugene; her daughters, Frances Kniaz and Barbara Moylan; her sisters, Leta Abeling and Isabel Fisher; and her eight grandchildren, Alice Chesrow imparts a legacy of service, love and dedication; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of December, 1995, do hereby commemorate the grace-filled life of Alice Chesrow 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 Alice Chesrow.

TRIBUTE TO LATE MR. JOHN F. COLLINS.

WHEREAS, John F. Collins has been called to eternal life by the wisdom of God at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As Mayor of the City of Boston from 1960 to 1968, John F. Collins implemented a bright urban vision for the City of Boston; and

WHEREAS, Strengthening the character of Boston's waterfront, John F. Collins established it as a great tourist and financial center; and

WHEREAS, By creating the Boston Redevelopment Authority, John F. Collins demonstrated bold and imaginative leadership early in an era of American urban renewal; and

WHEREAS, The City of Boston is graced by the Government Center, the Prudential Center, and Quincy Market, each an important contribution from the urban vision of John F. Collins; and

WHEREAS, Having overcome the tremendous disability of he and his four children being struck with Polio in 1955 and being confined to a wheelchair for ten years, John F. Collins showed unbreakable will and courage; and

WHEREAS, By his long-term investment in the future of the City of Boston, John F. Collins leaves a legacy of leadership and wise municipal governance; and

WHEREAS, To his beloved wife, his devoted children and grandchildren, John F. Collins imparts a heritage 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 December, 1995, do hereby commemorate the grace-filled life of John F. Collins 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 F. Collins.

TRIBUTE TO LATE MR. THOMAS S. CHUHAK.

WHEREAS, Thomas S. Chuhak 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, As a life-long Chicagoan, active in Republican politics, Thomas S. Chuhak served as Cook County public administrator twice, 1970 to 1974 and from 1978 to 1990; and

WHEREAS, In 1987, Thomas S. Chuhak founded the probate law firm of Chuhak and Tecson; and

WHEREAS, From 1952 to 1964, Thomas S. Chuhak served as Republican Committeeman in Chicago's 31st Ward; and

WHEREAS, As a graduate of Northwestern University Law School, Thomas S. Chuhak practiced law in the City of Chicago; and

WHEREAS, During World War II and the Korean Conflict, Thomas S. Chuhak served his country as a Navy pilot; and

WHEREAS, As a fighter pilot, Thomas S. Chuhak received the Distinguished Flying Cross, Gold Star and the presidential unit citation with a Bronze Star; and

WHEREAS, To his daughters, Carol Martin, Barbara Bernau and Margie Kienlen; his nine grandchildren; and his great-grandson, Thomas S. Chuhak imparts a legacy of integrity, public 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 December, 1995, do hereby commemorate the grace-filled life of Thomas S. Chuhak 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 Thomas S. Chuhak.

TRIBUTE TO LATE MR. MARION W. GARNETT.

WHEREAS, Marion W. Garnett 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, For twenty years, Marion W. Garnett was a Cook County Circuit Court judge; and

WHEREAS, An expert in labor and civil rights matters, Marion W. Garnett represented the International Brotherhood of Railroad Employees in an important 1969 suit; and

WHEREAS, Holding membership in the Cook County Bar Association, the National Bar Association, and the Illinois Judicial Council, Marion W. Garnett headed the National Judicial Council; and

WHEREAS, With devotion and enterprise, Marion W. Garnett worked diligently with organizations representing African Americans and African American judges in the State of Illinois; and

WHEREAS, From 1973 through 1974, Marion W. Garnett served as Grand Basileus of Omega Psi Phi Fraternity; and

WHEREAS, From 1974 to 1977, Marion W. Garnett was listed among *Ebony* magazine's "100 Most Influential Blacks in America"; and

WHEREAS, To his beloved wife of fifty-one years, Juanita; his devoted son, Marion, Jr.; his cherished daughter, Reverend Galda McCants; and five

grandchildren, Marion W. Garnett imparts a legacy of integrity, devotion 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 December, 1995, do hereby commemorate the grace-filled life of Marion W. Garnett 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 Marion W. Garnett.

TRIBUTE TO LATE MR. JOSEPH H. GEETER.

WHEREAS, Joseph H. Geeter 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, In joining the Chicago Police Department in 1929, Joseph H. Geeter became one of the city's first African American policemen; and

WHEREAS, For thirty years, Joseph H. Geeter enjoyed a distinguished career with the Chicago Police Department; and

WHEREAS, Promoted to the rank of sergeant, Joseph H. Geeter also received many commendations during his career, including an award for heroism during a shootout with robbery suspects at a south side ice cream factory; and

WHEREAS, Following World War II, Joseph H. Geeter was assigned to an antidrug squad, later serving as a bodyguard to visiting dignitaries; and

WHEREAS, Joseph H. Geeter was a partner of Sylvester "Two Gun Pete" Washington and part of the legendary flying squad known as the "Big Six" fighting crime on the south side in the 1940s and 1950s; and

WHEREAS, The distinction and professionalism of Joseph H. Geeter brought pride to the Chicago Police Department and all the citizens of Chicago; and

WHEREAS, To his son, Joseph, Jr., his three grandchildren and his four great-grandchildren, Joseph H. Geeter imparts a legacy of integrity, service and courage; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of December, 1995, do hereby commemorate the grace-filled life of Joseph H. Geeter 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 H. Geeter.

TRIBUTE TO LATE MRS. ELEANOR Y. GUTHRIE.

WHEREAS, Eleanor Y. Guthrie 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, As a longtime attorney, Eleanor Y. Guthrie practiced law with the firm of Defrees and Fiske for forty-seven years, from 1942 until her retirement in 1989; and

WHEREAS, Focusing on labor law, Eleanor Y. Guthrie specialized in the negotiation of contracts with unions, as well as labor arbitration; and

WHEREAS, In addition, in her practice, Eleanor Y. Guthrie also worked in other areas, including real estate, probate, evictions and tenant matters; and

WHEREAS, As an alumna of the University of Illinois, Eleanor Y. Guthrie received a law degree from the Illinois Institute of Technology Kent College of Law in 1940; and

WHEREAS, In 1954, Eleanor Y. Guthrie became general chairman of the National Association of Women Lawyers' fifty-fifth annual convention in Chicago; and

WHEREAS, With generosity and excellence, Eleanor Y. Guthrie was a board member for the Community Fund of Chicago, United Way of Metropolitan Chicago and Y.M.C.A. of Metropolitan Chicago; and

WHEREAS, To her beloved son, Richard; her sister, Dorothy Graham; her brother, Dr. Robert Young; and her two grandchildren, Eleanor Y. Guthrie imparts a legacy of service, dedication 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 December, 1995, do hereby commemorate the grace-filled life of Eleanor Y. Guthrie 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 Eleanor Y. Guthrie.

TRIBUTE TO LATE MR. THOMAS J. HARACZ.

WHEREAS, Thomas J. Haracz has been called to eternal life by the wisdom of God at the age of fifty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As chief executive officer of LaSalle Financial Services, Thomas J. Haracz demonstrated bright leadership and intense dedication to the financial community of the City of Chicago; and

WHEREAS, Having joined LaSalle Financial Services in 1981, Thomas J. Haracz quickly rose from vice president of sales and marketing to his position as chief executive officer; and

WHEREAS, Before joining LaSalle Financial Services, Thomas J. Haracz spent twenty-five years as marketing sales manager of Allstate Insurance; and

WHEREAS, To his devoted wife, Deborah; his devoted sons, David and Peter; and his cherished daughters, Kristen, Laura and Emily, Thomas J. Haracz imparts a legacy of integrity, dedication 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 December, 1995, do hereby commemorate the grace-filled life of Thomas J. Haracz 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 Thomas J. Haracz.

TRIBUTE TO LATE MS. PRISCILLA JOHNSON HOWARD.

WHEREAS, Priscilla Johnson Howard 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, Priscilla Johnson Howard moved from Mississippi to Chicago with three young sons in 1929; and

WHEREAS, For twenty years, Priscilla Johnson Howard worked as a supervisor in the Michael Reese Hospital kitchen; and

WHEREAS, In 1949, Priscilla Johnson Howard became a production line supervisor at Fuller Products Co., a manufacturer of cosmetics and toiletries; and

WHEREAS, To her devoted son, George, founder and former president and chief executive officer of Chicago-based Johnson Products Co., which manufactures hair care products, as well as chairman of Indecorp Corp., a bank holding company in Chicago; and her beloved son, Robert; her ten grandchildren; eight great-grandchildren; and one great-great grandchild, Priscilla Johnson Howard imparts a legacy of integrity, hard work, and great love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of December, 1995, do hereby commemorate the grace-filled life of Priscilla Johnson Howard 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 Priscilla Johnson Howard.

TRIBUTE TO LATE MRS. KATHRYN M. HUSAR.

WHEREAS, Kathryn M. Husar has been called to eternal life by the wisdom of God at the age eighty-three; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A longtime newspaper reporter, Kathryn M. Husar was active in the civic affairs of the southwest side neighborhood; and

WHEREAS, A native of Toluca, Illinois, Kathryn M. Husar worked for the *Garfield Ridge News* and the *Southwest News Herald*; and

WHEREAS, During the 1940s and 1950s, Kathryn M. Husar was secretary of the Garfield Civic League and a founding member of Saint Daniel the Prophet Parish; and

WHEREAS, To her five sons, John, Frederick, Michael, Matthew and Edward; her daughter, Jez Margaret; her eight grandchildren; and eight great-grandchildren, Kathryn M. Husar imparts a legacy, service and devotion; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of December, 1995, do hereby commemorate the grace-filled life of Kathryn M. Husar 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 Kathryn M. Husar.

TRIBUTE TO LATE MR. JOSEPH M. JACOBS.

WHEREAS, Joseph M. Jacobs 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, Since the mid 1930s, Joseph M. Jacobs had been a labor lawyer in the City of Chicago and was a partner in the firm of Jacobs, Burns, Sugarman and Orlove; and

WHEREAS, Joseph M. Jacobs represented more than a dozen international unions and hundreds of locals, including the Chicago Teachers Union in its negotiations with the Chicago Board of Education; and

WHEREAS, A graduate of Syracuse University with a degree in political science, Joseph M. Jacobs attended Chicago's John Marshall Law School at night; and

WHEREAS, After graduating from law school, Joseph M. Jacobs offered his services free to several unions which were beginning to organize in the early 1930s; and

WHEREAS, With his study of labor law, Joseph M. Jacobs found himself involved with the first sitdown strike at the Bendix Company in South Bend, Indiana, as well as attempting to help Chicago cab drivers organize, later becoming involved with many labor unions associated with John L. Lewis and the American Congress of Industrial Unions; and

WHEREAS, Over the years, Joseph M. Jacobs practiced in forty-eight states and was frequently involved in landmark labor law decisions; and

WHEREAS, To his devoted wife, Esther; his daughter, Helene; his two grandchildren; and his four great-grandchildren, Joseph M. Jacobs imparts a legacy of integrity, service and devotion; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of December, 1995, do hereby commemorate the grace-filled life of Joseph M. Jacobs 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 M. Jacobs.

TRIBUTE TO LATE MR. RICHARD F. MC PARTLIN.

WHEREAS, Richard F. McPartlin has been called to eternal life by the wisdom of God at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime attorney, Richard F. McPartlin brought numerous cases to both the Appellate and Illinois Supreme Courts representing the Illinois Police Association; and

WHEREAS, A founding member of the Civil Service Employees Association, Richard F. McPartlin also served as their general counsel; and

WHEREAS, As a staunch defender of municipal employees before the union era, Richard F. McPartlin was instrumental in changing Illinois' civil service and pension laws; and

WHEREAS, A valedictorian of the class of 1930 of Mount Carmel High School, a salutatorian of the class of 1934 at Georgetown University and a 1937 graduate of the University of Chicago School of Law, Richard F. McPartlin exemplified the best qualities of these institutions; and

WHEREAS, During World War II, Richard F. McPartlin served in the United States Navy; and

WHEREAS, To his beloved wife, Virginia; his beloved daughters, Sally and Cindy; his sons, Michael, Richard, Gerald and Patrick; and thirteen grandchildren, Richard F. McPartlin 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 December, 1995, do hereby commemorate the grace-filled life of Richard F. McPartlin 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 Richard F. McPartlin.

TRIBUTE TO LATE MR. HAROLD MURRAY.

WHEREAS, Harold Murray 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, Establishing a career as a Chicago newspaperman that spanned more than four decades, Harold Murray enjoyed a reputation of high professionalism; and

WHEREAS, Beginning his career as a copy boy for the City News Bureau in 1927, Harold Murray became a reporter at the *Chicago Tribune* in 1934; and

WHEREAS, As a *Tribune* reporter, Harold Murray covered numerous beats, including the federal building, City Hall, criminal courts, police and schools; and

WHEREAS, In his long career with the *Tribune,* Harold Murray served as a rewrite man, assistant day city editor, day city editor and assistant city

editor, a position he served in for five years before his retirement in 1971; and

WHEREAS, A graduate of Hyde Park High School, Harold Murray attended Grinnell College in Grennill, Iowa where he was an outstanding basketball player; and

WHEREAS, To his beloved wife of sixty-three years, Rosemary Wiesehan Murray; his cherished daughters, Roseanne and Josephine; his devoted son, William; his eight grandchildren; and his seven great-grandchildren, Harold Murray imparts a legacy of integrity, devotion 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 December, 1995, do hereby commemorate the grace-filled life of Harold Murray 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 Harold Murray.

TRIBUTE TO LATE MR. JAMES RESTON.

WHEREAS, James Reston 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 a *New York Times* columnist and Washington bureau chief, James Reston helped to alter the character and quality of American journalism; and

WHEREAS, In 1970, James Reston helped to create the first Op Ed page in an American newspaper; and

WHEREAS, Beginning his career as a reporter for the *Springfield, Ohio Daily News* in 1932, James Reston went on to become a sports writer for the *Associated Press,* and foreign correspondent for the *New York Times* in 1938; and

WHEREAS, In his unique journalistic career, James Reston befriended the nation's top political and intellectual leaders, maintaining a curious line between the right to know and the right to privacy; and

WHEREAS, In 1944 and in 1956, James Reston was a recipient of the Pulitzer Prize; and

WHEREAS, As the greatest journalist of his generation, James Reston recruited and trained the next two generations of American journalists; and

WHEREAS, To the American people, James Reston imparts a legacy of integrity, courage and professionalism; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of December, 1995, do hereby commemorate the grace-filled life of James Reston 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 James Reston.

TRIBUTE TO LATE MR. WALTER SPIRKO.

WHEREAS, Walter Spirko 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, For five decades, Walter Spirko was a Chicago newsman who as an eighteen year old cub reporter was the first on the scene of the Saint Valentine's Day Massacre; and

WHEREAS, Having lied about his age to get a job at the City News Bureau in 1926, Walter Spirko was in the Cook County coronor's office when he learned of the gangland shooting of seven men in a garage on North Clark Street, in 1929, on Saint Valentine's Day, scooping all other press coverage; and

WHEREAS, In the great tradition of Chicago police reporting, Walter Spirko was the last of the "front page" style reporter, who would do any thing for a story; and

WHEREAS, Walter Spirko spent fourteen years with the City News Bureau and thirty-eight years with the *Chicago Sun-Times* before retiring in 1978; and

WHEREAS, As the founder of the Chicago Newspaper Reporters Association, Walter Spirko was its elected president for forty-nine years; and

WHEREAS, In 1944, Walter Spirko was named "Press Veteran of the Year" by the Chicago Press Veterans Association; and

WHEREAS, To his beloved wife, Mary; his devoted son, Richard; and his loving step-son, Michael, Walter Spirko imparts a legacy of integrity, service and devotion; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of December, 1995, do hereby commemorate the grace-filled life of Walter Spirko 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 Walter Spirko.

TRIBUTE TO LATE MR. MAX STEINHAUSER.

WHEREAS, Max Steinhauser 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, For thirty-six years, Max Steinhauser was a member of the Chicago Police Department; and

WHEREAS, From 1966 to 1971, Max Steinhauser served as assistant deputy superintendent of the Chicago Police Department; and

WHEREAS, In 1971, Max Steinhauser was named to the Illinois Pardon and Parole Board; and

WHEREAS, During World War II, Max Steinhauser served as chief warrant officer in the United States Navy; and

WHEREAS, To his beloved sons, Stephen, William and Mark; his devoted daughter, Elizabeth O'Neill; his brother, Edwin; and his eleven grandchildren, Max Steinhauser imparts a legacy of integrity, devotion 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 December, 1995, do hereby commemorate the grace-filled life of Max Steinhauser 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 Max Steinhauser.

TRIBUTE TO LATE MR. CLAUDE E. WHITAKER.

WHEREAS, Claude E. Whitaker 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, From 1981 until his retirement in 1991, Claude E. Whitaker served as a judge of the Circuit Court in the Juvenile Division, handling the toughest cases in the system, exerting a strong sense of mission to help the young people before his court; and

WHEREAS, Long noted for his dry sense of humor, Claude E. Whitaker brought a strong sense of commitment and dedication to his profession; and

WHEREAS, Appointed an associate judge in 1977, Claude E. Whitaker was elected a full Circuit Court judge in 1980; and

WHEREAS, In the late 1960s and 1970s, Claude E. Whitaker served on the Illinois Industrial Commission; and

WHEREAS, A native of Raleigh, North Carolina and a graduate of Shaw University there, Claude E. Whitaker received his law degree from the University of Chicago in 1948; and

WHEREAS, From 1952 to 1953, Claude E. Whitaker served as an adult probation officer and as an assistant corporation counsel from 1953 to 1961; and

WHEREAS, To his beloved wife, Roxie; his devoted daughter, Claudia; and his two grandchildren, Claude E. Whitaker imparts a legacy of integrity, devotion and humor; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of December, 1995, do

hereby commemorate the grace-filled life of Claude E. Whitaker 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 Claude E. Whitaker.

TRIBUTE TO LATE MR. EDWARD E. YALOWITZ.

WHEREAS, Edward E. Yalowitz 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 a partner in the law firm of Holleb and Coff, Edward E. Yalowitz was involved in real estate acquisitions and zoning for shopping centers, as well as other commercial developments, such as Home Depot in Evanston and Marshall Field & Co. in Northbrook; and

WHEREAS, A 1957 graduate of Purdue University, he had been president of the Sigma Alpha Mu fraternity, as well as a 1960 graduate of the University of Chicago Law School; and

WHEREAS, A former chairman of the B'nai B'rith Youth Commission and past president of the Beth Emet Synagogue in Evanston; and

WHEREAS, To his devoted wife, Nancy; his daughter, Rebecca Pritikin; his son, Jay; his grandson, Jacob Isaac Pritikin; his sisters, Dene Garbows and Lois Moss; his brothers, Ambassador Kenneth Yalowitz of Belarus and Dr. David Yalowitz, Edward E. Yalowitz imparts a legacy of integrity, service, faith 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 December, 1995, do hereby commemorate the grace-filled life of Edward E. Yalowitz 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 E. Yalowitz.

CONGRATULATIONS EXTENDED TO CORTINA TOOL & MOLDING ON ITS TWENTY-FIFTH ANNIVERSARY.

WHEREAS, Cortina Tool & Molding will celebrate the twenty-fifth anniversary of their founding on January 7, 1995; and

WHEREAS, The Chicago City Council has been informed of this by Alderman Edward M. Burke; and

WHEREAS, Cortina Tool & Molding was founded in 1970 by Michael Giannelli and Rick Sassmannshausen; and

WHEREAS, Cortina Tool & Molding, and its affiliates, Cortina Safety Products and Circle Caster Company, have brought both enterprise and enhanced commercial pride to the City of Chicago by their growth, investment and success; and

WHEREAS, Originally established at 537 North Cicero Avenue, Cortina Tool & Molding is now located at 4333 West Division Street, excelling in the manufacture of custom injection molding; and

WHEREAS, In addition, Cortina Tool & Molding also produces plastic wheels, reflectors, traffic warning kits, as well as plastic barricades; and

WHEREAS, Cortina Tool & Molding, in their twenty-five years of business, has provided outstanding product design and manufacturing, bringing valued service to the public and deserved pride to its founders, executive staff and workforce; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of December, 1995, do hereby congratulate Michael Giannelli, Rick Sassmannshausen and all the women and men of Cortina Tool & Manufacturing on the twenty-fifth anniversary of their founding and do hereby extend our best wishes for a bright future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the founders and employees of Cortina Tool & Manufacturing.

Presented By

ALDERMAN JONES (15th Ward):

CONGRATULATIONS EXTENDED TO OFFICER DOROTHY BARRY ON HER RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Chicago Police Officer Dorothy Barry, Star 16413, is retiring after almost three decades of outstanding service to the people of the City of Chicago; and

WHEREAS, Officer Dorothy Barry joined "Chicago's Finest" September 5, 1967, and over the past twenty-eight years has earned the great respect of her colleagues as well as the public, whose safety and welfare she has always placed above her own; 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 December, 1995, A.D., do hereby offer our gratitude and our congratulations to Chicago Police Officer Dorothy Barry on her retirement from a twenty-eight year career of outstanding service to the people of Chicago, and extend to this fine citizen our best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Police Officer Dorothy Barry.

CONGRATULATIONS EXTENDED TO COMMANDER ROBERT EUGENE GUTHRIE ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Chicago Police Commander Robert Eugene Guthrie, Star 390, is retiring following twenty-five years of outstanding service to the people of the City of Chicago; and

WHEREAS, A lifelong Chicagoan, Robert Eugene Guthrie was educated in public schools, served his country honorably in the United States Army, and eventually earned a masters degree in criminal justice from Lewis University. He joined "Chicago's Finest" September 14, 1970, and, having worked his way up through the ranks to the highest position, has been the recipient of numerous citations and awards, including thirty-seven

honorable mentions and twenty-three complimentary letters, among others; and

WHEREAS, Commander Robert Eugene Guthrie has earned the great respect of his colleagues, his officers, and the public, whose safety and welfare he has put above his own; 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 December, 1995, A.D., do hereby offer our gratitude and our congratulations to Chicago Police Commander Robert Eugene Guthrie on his retirement from a twenty-five year career of outstanding service to the people of Chicago, and extend to him our best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Police Commander Robert Eugene Guthrie.

Presented By

ALDERMAN STREETER (17th Ward):

TRIBUTE TO LATE MRS. IRMA COLLIER.

WHEREAS, On Saturday, August 12, 1995, God in his infinite wisdom called to her eternal reward Irma Collier; and

WHEREAS, Irma was the fourth child born to Roy and Lizzie Virgin in West Helena, Arkansas on February 18, 1912; and

WHEREAS, Irma married Theophlis Collier in 1934. To this union six lovely children were born. Her home was always open for large servings of warmth, graciousness and joyous good humor. She will be long remembered for her caring personality and genuine concern for others; and

WHEREAS, Sister Collier was a faithful member of The Apostolic Church of God and served with the prison ministry. She will be greatly missed by her three children, Earl Elizabeth, Melvin Collier and Barbara A. McCraw; her grandchildren; great grandchildren; and many relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby express our sorrow on the passing of Irma Collier, and extend to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Irma Collier.

TRIBUTE TO LATE MR. ALBERT SMITH, JR.

WHEREAS, God in his infinite wisdom called to his eternal reward Albert Smith, Jr.; and

WHEREAS, Albert was born on May 21, 1936 to Albert Sr. and Ophelia Smith. He had two brothers and two sisters; and

WHEREAS, Albert Jr. confessed a belief in Christ as a teenager and attended Saint Thomas Baptist Church for many years, participating in B.Y.P.U. and Sunday school. He was united in holy matrimony to Martha Layton in 1956; and

WHEREAS, Mr. Smith was a craftsman in his own right. He moved to Chicago and remained for twenty years. He later moved back to Greenville, Mississippi to help in the care of his loving mother, who passed away. He then moved back to Chicago, where he remained until his demise; 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 December, 1995, A.D., do hereby express our sorrow on the passing of Albert Smith, Jr. 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 Albert Smith, Jr..

Presented By

ALDERMAN RUGAI (19th Ward):

CONGRATULATIONS EXTENDED TO MRS. VICTORIA NOWAK ON HER ONE HUNDREDTH BIRTHDAY.

WHEREAS, Victoria Nowak will be celebrating her one hundredth birthday on December 17, 1995; and

WHEREAS, The Chicago City Council has been made aware of this milestone birthday by Alderman Virginia A. Rugai; and

WHEREAS, Victoria was born in Kalbuczowa, Poland on December 17, 1895 to Mr. and Mrs. Mycek. She came to America when she was seventeen years old; and

WHEREAS, Victoria married John Nowak on July 8, 1918. They lived in the Saint Peter and Paul neighborhood before moving to Kellin; and

WHEREAS, The union of their marriage brought their fine family into the world: Lottie, Frank, Stanley and Josie. Victoria is the proud grandmother of five grandchildren and six great-grandchildren; and

WHEREAS, Victoria is a source of inspiration and pride to her family and all her friends; 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 December, 1995, do hereby extend our sincere congratulations and best wishes to Victoria Nowak on this happy occasion; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Victoria Nowak.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT BRIAN OAKES FOR HIS HEROIC RESCUE OF CHILDREN FROM BURNING BUILDING.

WHEREAS, Sergeant Brian Oakes has demonstrated true valor and bravery in the line of duty on November 6, 1995 in his heroic rescue of two

young children from a burning building located at 815 East 131st Street in Chicago; and

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

WHEREAS, Sergeant Oakes, on that fateful day, while the Chicago Fire Department was in the process of responding, entered the burning building to find two young children, thereupon rushing the children to safety; and

WHEREAS, Sergeant Oakes has faithfully served as a member of the Chicago Police Department since 1973; and

WHEREAS, Since the beginning of his career with the Chicago Police Department, Sergeant Oakes has served at the 9th, 21st, 22nd and 5th Districts; and

WHEREAS, Sergeant Oakes is no stranger to bravery and valor in that he has been recognized in the past with a Lifesaving Award, two Chicago Police Department commendations and thirteen honorable mentions; and

WHEREAS, To add to his impeccable service record, Sergeant Oakes has once again demonstrated his commitment to his profession and the citizens of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this thirteenth day of December, 1995, do hereby express to Sergeant Brian Oakes our sincere and heartfelt appreciation for his sterling service record and do hereby commend him for his recent intervention that avoided tragedy for the family of the two children that he rescued from the burning building; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sergeant Brian Oakes.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT PAUL J. ANASEWICZ FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Paul J. Anasewicz has devoted thirty-one years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Paul J. Anasewicz and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-one years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Paul J. Anasewicz.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT MARTIN A. ANDERSON FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Martin A. Anderson has devoted twenty-eight years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Martin A. Anderson and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-eight years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Martin A. Anderson.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT GERTHA M. BOOTH FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Gertha M. Booth has devoted twenty years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Gerth M. Booth and her family for the dedication, professionalism and personal sacrifice provided throughout the past twenty years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Gerth M. Booth.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT PATRICK J. BURKE FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Patrick J. Burke has devoted twenty-four years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Patrick J. Burke and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-four years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Patrick J. Burke.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT MILTON K. CARSON FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in

the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Milton K. Carson has devoted twenty-eight years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Milton K. Carson and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-eight years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Milton K. Carson.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT STEVEN CASTANEDA, JR. FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the

family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Steven Casteneda, Jr. has devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Steven Casteneda, Jr. and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Steven Casteneda, Jr..

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT CLARENCE COLEMAN FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Clarence Coleman has devoted thirty-three years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Clarence Coleman and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-three years; and

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

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT DENNIS F. COLLINS FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Dennis F. Collins has devoted twenty-seven years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Dennis F. Collins and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-seven years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Dennis F. Collins.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT DONALD J. COWEN FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Donald J. Cowen has devoted thirty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Donald J. Cowen and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Donald J. Cowen.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT HENRY E. CRUMP FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Henry E. Crump has devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Henry E. Crump and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Henry E. Crump.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT GERALD CUSHING FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Gerald Cushing has devoted thirty-four years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Gerald Cushing and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-four years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Gerald Cushing.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT JOSEPH A. DAMMONS FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Joseph A. Dammons has devoted thirty-six years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Joseph A. Dammons and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-six years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Joseph A. Dammons.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT JAMES W. DREWGANIS FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant James W. Drewganis has devoted thirty years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James W. Drewganis and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant James W. Drewganis.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT GERALD L. FARRER FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Gerald L. Farrer has devoted thirty-three years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Gerald L. Farrer and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-three years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Gerald L. Farrer.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT LOUIS J. FRAZER FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Louis J. Frazer has devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Louis J. Frazer and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Louis J. Frazer.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT JAMES M. GAINER FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant James M. Gainer has devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James M. Gainer and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant James M. Gainer.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT LEVERN GREEN FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in

the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Levern Green has devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Levern Green and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Levern Green.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT LEOPOLD W. GOHRSCH FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the

family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Leopold W. Gohrsch has devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Leopold W. Gohrsch and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Leopold W. Gohrsch.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT ULESS B. HARTFORD FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Uless B. Hartford has devoted thirty-four years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Uless B. Hartford and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-four years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Uless B. Hartford.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT RAYMOND J. HOWE FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Raymond J. Howe has devoted thirty years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Raymond J. Howe and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Raymond J. Howe.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT KATHERINE INGRAM FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Katherine Ingram has devoted twenty-nine years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Katherine Ingram and her family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Katherine Ingram.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT RUDOLPH A. JEZEK FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Rudolph A. Jezek has devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Rudolph A. Jezek and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Rudolph A. Jezek.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT CASPER K. JOHNSEN FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Casper K. Johnsen has devoted thirty-three years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Casper K. Johnsen and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-three years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Casper K. Johnsen.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT MARY J. JONES FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Mary J. Jones has devoted twenty years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Mary J. Jones and her family for the dedication, professionalism and personal sacrifice provided throughout the past twenty years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Mary J. Jones.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT ROBERT M. JONES FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Robert M. Jones has devoted thirty-four years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Robert M. Jones and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-four years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Robert M. Jones.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT JAMES A. JUHAS FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant James A. Juhas has devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James A. Juhas and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant James A. Juhas.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT PATRICK A. KENNEDY FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Patrick A. Kennedy has devoted thirty-six years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Patrick A. Kennedy and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-six years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Patrick A. Kennedy.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT JOHN J. KIRBY FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant John J. Kirby has devoted thirty years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant John J. Kirby and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant John J. Kirby.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT DONALD T. KLEIN FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Donald T. Klein has devoted twenty-seven years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Donald T. Klein and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-seven years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Donald T. Klein.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT EDWARD R. KODATT FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Edward R. Kodatt has devoted thirty-eight years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Edward R. Kodatt and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-eight years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Edward R. Kodatt.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT JOHN J. LAMB FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in

the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant John J. Lamb has devoted thirty-two years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant John J. Lamb and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant John J. Lamb.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT ALAN L. LINDAHL FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the

family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Alan L. Lindahl has devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Alan L. Lindahl and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Alan L. Lindahl.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT PATRICIA LINDAHL FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Patricia Lindahl has devoted fifteen years of her life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Patricia Lindahl and her family for the dedication, professionalism and personal sacrifice provided throughout the past fifteen years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Patricia Lindahl.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT ROOSEVELT LOWE, JR. FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Roosevelt Lowe, Jr. has devoted forty years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Roosevelt Lowe, Jr. and his family for the dedication, professionalism and personal sacrifice provided throughout the past forty years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Roosevelt Lowe, Jr..

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT CHESTER J. MARCZAK FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Chester J. Marczak has devoted thirty-four years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Chester J. Marczak and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-four years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Chester J. Marczak.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT THOMAS A. MOLYNEAUX FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Thomas A. Molyneaux has devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Thomas A. Molyneaux. and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Thomas A. Molyneaux.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT ALPHONSO MONTES, JR. FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Alphonso Montes, Jr. has devoted twenty-seven years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Alphonso Montes, Jr. and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-seven years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Alphonso Montes, Jr..

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT PETER C. MURANY, JR. FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Peter C. Murany, Jr. has devoted twenty-five years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Peter C. Murany, Jr. and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-five years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Peter C. Murany.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT CHARLES R. NORK FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Charles R. Nork has devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Charles R. Nork and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Charles R. Nork.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT RICHARD L. NORRIS FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Richard L. Norris has devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Richard L. Norris, Jr. and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Richard L. Norris.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT THEODORE E. RAAB FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in

the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Theodore E. Raab has devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Theodore E. Raab and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Theodore E. Raab.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT ROBERT D. RATLEDGE FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the

family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Robert D. Ratledge has devoted thirty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Robert D. Ratledge and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Robert D. Ratledge.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT FRANCIS H. RECHTIEN FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Francis H. Rechtien has devoted thirty-four years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Francis H. Rechtien and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-four years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Francis H. Rechtien.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT RONALD J. RIZZO FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Roland J. Rizzo has devoted thirty-three years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Ronald J. Rizzo and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-three years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Ronald J. Rizzo.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT LEO G. ROJEK FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Leo G. Rojek has devoted thirty-one years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Leo G. Rojek and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-one years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Leo G. Rojek.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT WILLIAM J. ROONEY FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant William J. Rooney has devoted thirty-four years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant William J. Rooney and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-four years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant William J. Rooney.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT WILLIAM W. ROSS FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant William W. Ross has devoted twenty-eight years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago do hereby express our appreciation and heartfelt thanks to Sergeant William W. Ross and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-eight years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant William W. Ross.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT JOHN T. RUSSELL FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant John T. Russell has devoted twenty-five years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant John T. Russell and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-five years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant John T. Russell.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT RICHARD L. SMILEY FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Richard L. Smiley has devoted twenty-five years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December,

1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Richard L. Smiley and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-five years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Richard L. Smiley.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT RONALD M. STANKOWICZ FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Ronald M. Stankowicz has devoted thirty years of his life in service to the people of Chicago and in so doing has personally

ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Ronald M. Stankowicz and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Ronald M. Stankowicz.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT ARTHUR M. STEINMEIER FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Arthur M. Steinmeier has devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Arthur M. Steinmeier and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Arthur M. Steinmeier.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT GEORGE A. THOMPSON FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant George A. Thompson has devoted thirty years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant George A. Thompson and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant George A. Thompson.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT JOHN H. TOUHEY FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical

and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant John H. Touhey has devoted thirty-one years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant John H. Touhey and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-one years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant John H. Touhey.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT GEORGE A. WEBBER FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the

guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant George A. Webber has devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant George A. Webber and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant George A. Webber.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT DAVID E. WELCH FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other

paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant David E. Welch has devoted thirty-three years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant David E. Welch and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-three years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant David E. Welch.

GRATITUDE EXTENDED TO CHICAGO POLICE SERGEANT ISAAC WILLIAMS FOR DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, We in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Isaac Williams has devoted twenty-seven years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; 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 December, 1995, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Isaac Williams and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-seven years; and

Be It Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Isaac Williams.

Presented By

ALDERMAN CHANDLER (24th Ward):

TRIBUTE TO LATE MR. EUGENE KNOX, SR.

WHEREAS, Eugene Knox, Sr. was born on September 23, 1932 in Macon, Mississippi to Charlie and Eloise Knox; and

WHEREAS, Eugene Knox, Sr. was the third child of thirteen children; and

WHEREAS, Eugene Knox, Sr. married his high school sweetheart, Minnie on May 19, 1956; and

WHEREAS, Eugene and Minnie became the parents of four children; and

WHEREAS, Eugene Knox, Sr. served as a deacon in the Mercy Seat Missionary Baptist Church under Pastor Reverend Dr. Amos Waller; and

WHEREAS, Eugene Knox, Sr. started K & S Hardware Store in 1966; and

WHEREAS, He was a proud and successful business owner; and

WHEREAS, Eugene Knox, Sr. departed his earthly life on Tuesday, November 17, 1995; and

WHEREAS, Eugene Knox, Sr. was respected and loved, not only by his wife, Minnie; his surviving children, Kimberly Dean, Dana Knox and Eugene Knox, Jr.; his granddaughter, Sandretta Barber whom he raised as his daughter; his nine grandchildren; his brothers and sisters and other family members, but also by his neighbors, customers and friends; now, therefore,

Be It Resolved, This thirteenth day of December, 1995, that the spirit of Eugene Knox, Sr. will live on through his loved ones and his business and the legacy that he left will continue to shine as those who loved and respected him prosper; and

Be It Further Resolved, That as a symbol of his honesty, sincerity and integrity as a husband, father, brother, friend and businessman in the 24th Ward of the City of Chicago, that West Fifth Avenue, from South Pulaski Road to South Kostner Avenue, be given the honorary name of "Eugene Knox, Sr. Avenue".

Presented For

ALDERMAN MEDRANO (25th Ward):

CONGRATULATIONS EXTENDED TO MR. ARMANDO PEREZ Y. MARTINEZ ON THIRTIETH ANNIVERSARY IN RADIO AND TELEVISION INDUSTRY.

A resolution, presented by Alderman Ocasio, reading as follows:

WHEREAS, Armando Perez Y. Martinez, the outstanding local radio broadcaster who has also won three of television's prestigious Emmy awards, is currently celebrating thirty years in the radio and television industry, most of them in Chicago; and

WHEREAS, A graduate of the University of Nuevo Leon in Mexico, and of Northwestern University in Chicago, Armando Perez Y. Martinez has been affiliated with Chicago radio stations WOPA, WOJO, WIND, WTAQ and currently with WLXX. He has also had great success in television, with Chicago's WCIU television and WSNS television; and

WHEREAS, Armando Perez Y. Martinez has been a talk show host for over two decades and is widely known and respected for his broadcasts -- both in English and in Spanish -- throughout the area. In 1985 he was the sole host of the telethon "Mexico Estamos Contigo", which was aired internationally to help victims of the earthquake in Mexico City and in 1986 he was named "Radio and Television Personality of the Year"; and

WHEREAS, In addition to his three Emmys, Armando Perez Y. Martinez has many other citations, including the prestigious Golden Microphone Award in Mexico City, and the Burbujas Award in Los Angeles. He is past president of the Mexican Civic Society and of the United Broadcasters of Chicago; and

WHEREAS, Armando Perez Y. Martinez has been an inspiring media personality whose many broadcasts have enlivened the spirit of our great city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby extend our heartiest congratulations to Armando Perez Y. Martinez as he celebrates thirty years in the Radio and Television Industry, as well as our wishes for his continuing success and fulfillment.

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Armando Perez Y. Martinez.

Presented By

ALDERMAN SUAREZ (31st Ward):

CONGRATULATIONS EXTENDED TO UNITED STATES MARINE CORPS RESERVE ON "WORLD'S LARGEST TOYS FOR TOTS PARTY" AND DECEMBER 17, 1995 DECLARED "TOYS FOR TOTS DAY IN CHICAGO".

WHEREAS, On December 17, 1995, the Marine Corps Reserve is holding the very first "World's Largest Toys For Tots Party" at the Rosemont Convention Center, continuing the Corps' forty-eight year tradition of collecting and distributing toys to needy and disadvantaged children; and

WHEREAS, Since 1947 the Marine Corps Reserve has conducted the annual Toys For Tots program, first on a small scale; eventually it has become a nationwide effort, involving donors, volunteer workers, corporations and small businesses, and officials of the private and public sector -- all donating their time and energies and monies toward making a joyful Christmas for children in need; and

WHEREAS, The Marine Corps Reserve coordinates this wonderful program, with local units working in concert with local communities throughout this nation, and with recognized social welfare agencies to tailor local campaigns to their communities; and

WHEREAS, The leaders of this great City of Chicago join the Marine Corps Reserve in the philosophy that every child deserves a joyful Christmas; 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 December, 1995, A.D., call public attention to the Marine Corps Reserve's very first "World's Largest Toys For Tots Party" at the Rosemont Convention Center and, in that regard, do hereby declare that Sunday, December 17, 1995, be set aside as "Toys For Tots Day In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Marine Corps Reserve in Chicago.

Presented By

ALDERMAN SUAREZ (31st Ward)
And OTHERS:

PRESIDENT CLINTON AND UNITED STATES CONGRESS URGED TO MAINTAIN SECTION 936 OF FEDERAL INTERNAL REVENUE CODE AT CURRENT STATUS.

A resolution, presented by Aldermen Suarez, Granato, Burke, Munoz, Ocasio and Colom, reading as follows:

WHEREAS, Chicago is home to a vibrant Puerto Rican community that through its many contributions to Chicago has created extensive and important bonds to the island of Puerto Rico; and

WHEREAS, Section 936 of the Federal Internal Revenue Code is one of the main pillars of the economy of Puerto Rico, having created over one hundred ten thousand direct jobs, and over one hundred eighty thousand indirect jobs on the island; and

WHEREAS, Chicago and the surrounding areas are home to several corporations that do business on the island and who benefit from the Section 936 credit; and

WHEREAS, The aforementioned corporations employ tens of thousands of Chicago area residents and conduct trade with Puerto Rico which helps provide employment to additional thousands of Chicago residents; and

WHEREAS, The Puerto Rican community of Chicago has expressed itself in a clear and unequivocal fashion in 1986, in 1993 and again in 1995 by sending tens of thousands of letters to Congress and the President, and in the public statements made by its elected representatives urging the permanence of Section 936; and

WHEREAS, It is in the public interest of the City of Chicago for the above entitled reasons and others that Section 936 of the United States Internal Revenue Code be maintained as is in current law; now, therefore,

Be It Resolved, That the City Council of the City of Chicago adopt this resolution to urge the United States Congress and President Clinton to work to retain Section 936 as is in current law; and

Be It Further Resolved, That a copy of this resolution be sent to the Speaker of the United States House of Representatives, to the Minority Leader in the United States House of Representatives and to the Majority and the Minority Leaders in the United States Senate; and

Be It Further Resolved, That, a copy of this resolution be sent to all members of the Illinois Congressional Delegation; and

Be It Further Resolved, That the Mayor of the City of Chicago convey this resolution to President Clinton.

Presented By

ALDERMAN GILES (37th Ward):

TRIBUTE TO LATE DR. ARTHUR LOCKHART.

WHEREAS, God in his infinite wisdom called Dr. Arthur Lockhart to his eternal reward on November 27, 1995; and

WHEREAS, Dr. Lockhart, pastor and founder of Healing Temple Church of God in Christ, has provided counseling and guidance to Healing Temple Church of God in Christ and the community-at-large and also provided affordable and decent housing for the residents of the west side of Chicago; and

WHEREAS, Dr. Lockhart's dedicated efforts have greatly enhanced the lives of the members of his community by bringing hope and leadership to a variety of people with whom he had come in contact; and

WHEREAS, Dr. Lockhart has received proclamations and congratulations from Mayor Richard M. Daley, Congresswoman Cardiss Collins, former Governor James R. Thompson and Governor Jim Edgar for his twenty-five years of serving God and the neighbors of the west side; and

WHEREAS, Dr. Lockhart has been instrumental in establishing several community service and food programs, such as a food pantry, Easter, Thanksgiving, Christmas distributions, along with monthly distributions and a soup kitchen; and

WHEREAS, Dr. Lockhart provided a head start program, G.E.D. classes, a career program and a leadership program, several social services such as

C.E.D.A., youth employment, senior services and employment earn fare program, project chance, health and financial management; and

WHEREAS, Dr. Lockhart will be remembered by all who knew him as a man of great strength; and

WHEREAS, Dr. Lockhart is survived by his loving wife, Lucille; nine children, Arthur, Jr., Larry, Elizabeth, Andrew, Lester, Alvin, Lucille, Issac and Moses, who preceded him in death; 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 December, 1995, do hereby honor the memory of Dr. Arthur Lockhart and his many contributions to his community; and

Be It Further Resolved, That we share the sorrow of Dr. Arthur Lockhart's family and extend our heartfelt condolences on their loss; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Dr. Arthur Lockhart as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MR. WILLIE PAGE.

WHEREAS, Almighty God in his infinite wisdom has called Willie Page to his eternal reward on Thursday, November 16, 1995; and

WHEREAS, Willie Page dedicated his life to his Lord, his family and friends; and

WHEREAS, Willie Page was an extraordinary father to ten children (two of whom preceded him in death), a loving grandfather to thirty-one grandchildren and seven great-grandchildren; and

WHEREAS, Willie Page was a man of great faith, being a member of Friendship Baptist Church in Chicago for eighteen years, and serving as an usher for fourteen of those years; and

WHEREAS, Willie Page was an outstanding resident of the 4800 block of West Crystal Street for seventeen years; and

WHEREAS, Willie Page was president of the 4800 Block Club for fourteen years, and a loyal member of the 37th Ward Regular Democratic Organized Combined Block Clubs; and

WHEREAS, Willie Page will be remembered by all who knew him as a man of great strength; a quiet and gentle man who was always willing to extend himself towards the betterment of others; and

WHEREAS, Willie Page is survived by his loving wife, Arthur M. Page, eight children, thirty-one grandchildren and seven great-grandchildren; 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 December, 1995, do hereby honor the memory of Willie Page, and his many contributions to his community; and

Be It Further Resolved, That we share the sorrow of Mr. Page's family and extend our heartful condolences on their loss; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Willie Page as a sign of our sympathy and good wishes.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MR. LEROY W. ANDERSON.

WHEREAS, God in his infinite wisdom has called to his eternal reward Leroy W. "Lee" Anderson, beloved citizen and friend; and

WHEREAS, Leroy W. "Lee" Anderson was a vital and active member of Chicago's great northwest side community and will be sorely missed. He leaves to mourn his loving wife, June; his devoted children, Tom, Donna and Patty; his grandchildren, Brice, Tyler and Bradley; and a host of other relatives and friends; and

WHEREAS, Leroy W. "Lee" Anderson will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby express our sorrow on the death of Leroy W. "Lee" Anderson, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Leroy W. "Lee" Anderson.

TRIBUTE TO LATE MS. EVELYN L. BACIGALUPO.

WHEREAS, God in his infinite wisdom has called to her eternal reward Evelyn L. Bacigalupo, beloved citizen and friend; and

WHEREAS, Evelyn L. Bacigalupo was a vital and active member of her community and will be sorely missed. She leaves to mourn her devoted children, Robert, Lois and Lynn, and a host of other relatives and friends; and

WHEREAS, Evelyn L. Bacigalupo will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby express our sorrow on the death of Evelyn L. Bacigalupo, 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 Evelyn L. Bacigalupo.

TRIBUTE TO LATE MS. KATHLEEN C. MARKLAND.

WHEREAS, God in his infinite wisdom has called to her eternal reward Kathleen C. Markland, beloved citizen and friend; and

WHEREAS, Kathleen C. Markland was a vital and active member of Chicago's great northwest side community and will be sorely missed. She leaves to mourn her loving and devoted son, Ralph, and a host of caring friends; and

WHEREAS, Kathleen C. Markland will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby express our sorrow on the death of Kathleen C. Markland, 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 Kathleen C. Markland.

TRIBUTE TO LATE MR. JOHN G. SKIRTICH.

WHEREAS, God in his infinite wisdom has called to his eternal reward John G. Skirtich, beloved citizen and friend; and

WHEREAS, John G. Skirtich was a vital and active member of Chicago's great northwest side community and will be sorely missed. He leaves to mourn his loving wife, Anne; his beloved daughter, Marianne; and a host of other relatives and friends; and

WHEREAS, John G. Skirtich will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby express our sorrow on the death of John G. Skirtich, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of John G. Skirtich.

CONGRATULATIONS EXTENDED TO CARL AND LA VERNE DAMLOS ON BIRTH OF THEIR GRANDSON, CHRISTOPHER JOHN DAMLOS.

WHEREAS, On October 10, 1995, a new citizen came into the world, Christopher John Damlos, son of Carl and Sue Damlos and grandson of Carl and LaVerne Damlos, outstanding residents of Chicago's 39th Ward; and

WHEREAS, The leaders of this great city are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby congratulate Mr. and Mrs. Carl Damlos on the birth of their grandson, Christopher John Damlos, October 10, 1995, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Carl Damlos.

CONGRATULATIONS EXTENDED TO CARL AND LA VERNE DAMLOS ON BIRTH OF THEIR GRANDSON, BRIAN MICHAEL KUKLA.

WHEREAS, On September 28, 1995, a new citizen came into the world, Brian Michael Kukla, son of James and Jeanne Kukla and grandson of Carl and LaVerne Damlos, outstanding residents of Chicago's 39th Ward; and

WHEREAS, The leaders of this great city are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby congratulate Mr. and Mrs. Carl Damlos on the birth of their grandson, Brian Michael Kukla, September 28, 1995, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Carl Damlos.

CONGRATULATIONS EXTENDED TO CARL AND LA VERNE DAMLOS ON BIRTH OF THEIR GRANDDAUGHTER, HANNAH ROSE MILLER.

WHEREAS, On July 16, 1995, a new citizen came into the world, Hannah Rose Miller, daughter of John and Mary Miller and granddaughter of Carl and LaVerne Damlos, outstanding residents of Chicago's 39th Ward; and

WHEREAS, The leaders of this great city are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby congratulate Mr. and Mrs. Carl Damlos on the birth of their granddaughter, Hannah Rose Miller, July 16, 1995, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Carl Damlos.

CONGRATULATIONS EXTENDED TO GEORGE AND CHRISTINE KUNZ ON MARRIAGE OF THEIR SON, STEVE KUNZ.

WHEREAS, On July 22, 1995, Steve Kunz, son of Christine and George Kunz, outstanding residents of Chicago's 39th Ward, married Beverly Petty; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the commitment of those entering into the institution of marriage; 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 December, 1995, A.D., do hereby congratulate Mr. and Mrs. George Kunz on the marriage of their son, Steve to Beverly Petty, July 22, 1995, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. George Kunz.

CONGRATULATIONS EXTENDED TO MS. MARGARET KELL ON HER NINETY-NINTH BIRTHDAY.

WHEREAS, Margaret Kell, a resident of the Prete Building at North Park

Village, 5601 North Pulaski Road in the great 39th Ward of the City of Chicago, is ninety-nine years old; and

WHEREAS, Margaret Kell was born in Germany, November 6, 1896, and later emigrated to the United States. She remembers cobblestone streets and horse-drawn carriages, and has had the unique experience of viewing and participating in the growth of our great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby join in the many congratulations extended to Margaret Kell in celebration of her ninety-ninth birthday and we extend to this fine citizen our best wishes for many years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Margaret Kell.

CONGRATULATIONS EXTENDED TO SYLVESTER AND MARY ELLEN QUARTANA ON THEIR FORTY-SECOND WEDDING ANNIVERSARY.

WHEREAS, Sylvester and Mary Ellen Quartana, outstanding citizens of Chicago's great northwest side, are celebrating forty-two years of wedded bliss together on January 20, 1996; and

WHEREAS, Both Sylvester and Mary Ellen are lifelong Chicago citizens. They have been and continue to be very active members of the great North Mayfair community and Saint Edward's Church; and

WHEREAS, Sylvester and Mary Ellen Quartana symbolize the strength and solidity of family life, and they celebrate this great occasion with their son, Joseph; 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 December, 1995, do hereby offer our heartiest congratulations to Sylvester and Mary Ellen Quartana on their forty-second wedding anniversary, January 20, 1996, and extend to this outstanding couple our best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sylvester and Mary Ellen Quartana.

CONGRATULATIONS EXTENDED TO VICTOR AND GERTRUDE WECLEW ON THEIR FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, Victor and Gertrude Weclew, outstanding citizens of Chicago's great north side, celebrated fifty years of wedded bliss together on October 19, 1995; and

WHEREAS, Victor and Gertrude are longtime residents of Chicago's great Sauganash community; and

WHEREAS, Victor and Gertrude met while serving our great country at Ellinton Field, Houston, Texas. Victor was a dentist with the rank of major and Gertrude was the chief surgical nurse; and

WHEREAS, Victor and Gertrude Weclew symbolize the strength and solidity of family life, and they celebrate this great occasion with their son, Victor Jr.; 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 December, 1995, do hereby offer our heartiest congratulations to Victor and Gertrude Weclew on their fiftieth wedding anniversary October 19, 1995, and extend to this outstanding couple our best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Victor and Gertrude Weclew.

GRATITUDE EXTENDED TO MR. FRANK ALBANESE FOR DEDICATION AND COMMITMENT TO ALBANY PARK COMMUNITY CENTER.

WHEREAS, The Albany Park Community Center is a not-for-profit community-based organization located in the diverse Albany Park neighborhood on Chicago's great northwest side and is currently celebrating twenty years of service; and

WHEREAS, The Albany Park Community Center offers a wide range of programs and services to the Albany Park residents, including day care, Head Start, adult and family literacy, G.E.D. classes, summer youth employment and training, tutoring and counseling, all of which contribute to community strength and stability; and

WHEREAS, The success of the Albany Park Community Center is due in very large part to its dedicated executive director and guiding light, Frank Albanese, who has staunchly provided his leadership, guidance and support to the Center for twenty years; and

WHEREAS, With the tireless commitment of Frank Albanese, the Albany Park Community Center has grown and developed into the largest social service agency in the Albany Park community; and

WHEREAS, The healthy development of the children of our great city is dependent upon vital persons and organizations like Frank Albanese and the Albany Park Community Center; 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 December, 1995, do hereby extend our gratitude and our congratulations to Frank Albanese for his dedication to the Albany Park community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Frank Albanese.

GRATITUDE EXTENDED TO MR. ROBERT D. GECHT FOR DEDICATION AND COMMITMENT TO ALBANY PARK COMMUNITY CENTER.

WHEREAS, The Albany Park Community Center is a not-for-profit community-based organization located in the diverse Albany Park neighborhood on Chicago's great northwest side and is currently celebrating twenty years of service; and

WHEREAS, The Albany Park Community Center offers a wide range of programs and services to the Albany Park residents, including day care, Head Start, adult and family literacy, G.E.D. classes, summer youth employment and training, tutoring and counseling, all of which contribute to community strength and stability; and

WHEREAS, The success of the Albany Park Community Center is due in large part to people like Robert D. Gecht, president of Albany Park Bank and Trust Company and a volunteer member of the executive board of directors for twenty years, who continues to provide leadership, guidance and support to the Center; and

WHEREAS, With the commitment of Robert D. Gecht, the Albany Park Community Center has grown and developed into the largest social service agency in the Albany Park community; and

WHEREAS, The healthy development of the children of our great city is dependent upon vital persons and organizations like Robert D. Gecht and the Albany Park Community Center; 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 December, 1995, do hereby extend our gratitude and our congratulations to Robert D. Gecht for his dedication to the Albany Park community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Robert D. Gecht.

GRATITUDE EXTENDED TO MS. ELIZABETH GUENZEL FOR DEDICATION AND COMMITMENT TO ALBANY PARK COMMUNITY CENTER.

WHEREAS, The Albany Park Community Center is a not-for-profit community-based organization located in the diverse Albany Park neighborhood on Chicago's great northwest side and is currently celebrating twenty years of service; and

WHEREAS, The Albany Park Community Center offers a wide range of programs and services to the Albany Park residents, including day care, Head Start, adult and family literacy, G.E.D. classes, summer youth employment and training, tutoring and counseling, all of which contribute to community strength and stability; and

WHEREAS, The success of the Albany Park Community Center is due in large part to people like Elizabeth Guenzel, an active member of the Center's family for twenty years, who continues to provide leadership, guidance and support; and

WHEREAS, With the commitment of Elizabeth Guenzel, the Albany Park Community Center has grown and developed into the largest social service agency in the Albany Park community; and

WHEREAS, The healthy development of the children of our great city is dependent upon vital persons and organizations like Elizabeth Guenzel and the Albany Park Community Center; 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 December, 1995, do hereby extend our gratitude and our congratulations to Elizabeth Guenzel for her dedication to the Albany Park community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Elizabeth Guenzel.

GRATITUDE EXTENDED TO MR. PAUL GUENZEL FOR DEDICATION AND COMMITMENT TO ALBANY PARK COMMUNITY CENTER.

WHEREAS, The Albany Park Community Center is a not-for-profit community-based organization located in the diverse Albany Park neighborhood on Chicago's great northwest side and is currently celebrating twenty years of service; and

WHEREAS, The Albany Park Community Center offers a wide range of programs and services to the Albany Park residents, including day care, Head Start, adult and family literacy, G.E.D. classes, summer youth employment and training, tutoring and counseling, all of which contribute to community strength and stability; and

WHEREAS, The success of the Albany Park Community Center is due in large part to people like Paul Guenzel, a volunteer member of the executive board of directors for twenty years, who continues to provide leadership, guidance and support to the Center; and

WHEREAS, With the commitment of Paul Guenzel, the Albany Park Community Center has grown and developed into the largest social service agency in the Albany Park community; and

WHEREAS, The healthy development of the children of our great city is dependent upon vital persons and organizations like Paul Guenzel and the Albany Park Community Center; 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 December, 1995, do hereby extend our gratitude and our congratulations to Paul Guenzel for his dedication to the Albany Park community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Paul Guenzel.

GRATITUDE EXTENDED TO MR. ALLEN J. MC KAY FOR DEDICATION AND COMMITMENT TO ALBANY PARK COMMUNITY CENTER.

WHEREAS, The Albany Park Community Center is a not-for-profit community-based organization located in the diverse Albany Park neighborhood on Chicago's great northwest side and is currently celebrating twenty years of service; and

WHEREAS, The Albany Park Community Center offers a wide range of programs and services to the Albany Park residents, including day care, Head Start, adult and family literacy, G.E.D. classes, summer youth employment and training, tutoring and counseling, all of which contribute to community strength and stability; and

WHEREAS, The success of the Albany Park Community Center is due in large part to people like Allen J. McKay, President of Kiwi Coders and a volunteer member of the executive board of directors for twenty years, who continues to provide leadership, guidance and support to the Center; and

WHEREAS, With the commitment of Allen J. McKay, the Albany Park Community Center has grown and developed into the largest social service agency in the Albany Park community; and

WHEREAS, The healthy development of the children of our great city is dependent upon vital persons and organizations like Allen J. McKay and the Albany Park Community Center; 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 December, 1995, do hereby extend our gratitude and our congratulations to Allen J. McKay for his dedication to the Albany Park community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Allen J. McKay.

GRATITUDE EXTENDED TO MR. ROBERT ROSENBACHER FOR DEDICATION AND COMMITMENT TO ALBANY PARK COMMUNITY CENTER.

WHEREAS, The Albany Park Community Center is a not-for-profit community-based organization located in the diverse Albany Park neighborhood on Chicago's great northwest side and is currently celebrating twenty years of service; and

WHEREAS, The Albany Park Community Center offers a wide range of programs and services to the Albany Park residents, including day care, Head Start, adult and family literacy, G.E.D. classes, summer youth employment and training, tutoring and counseling, all of which contribute to community strength and stability; and

WHEREAS, The success of the Albany Park Community Center is due in large part to people like Robert Rosenbacher, a volunteer member of the executive board of directors for twenty years, who continues to provide leadership, guidance and support to the Center; and

WHEREAS, With the commitment of Robert Rosenbacher, the Albany Park Community Center has grown and developed into the largest social service agency in the Albany Park community; and

WHEREAS, The healthy development of the children of our great city is dependent upon vital persons and organizations like Robert Rosenbacher and the Albany Park Community Center; 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 December, 1995, do hereby extend our gratitude and our congratulations to Robert Rosenbacher for his dedication to the Albany Park community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Robert Rosenbacher.

GRATITUDE EXTENDED TO MR. CLARENCE SCHAWK FOR DEDICATION AND COMMITMENT TO ALBANY PARK COMMUNITY CENTER.

WHEREAS, The Albany Park Community Center is a not-for-profit community-based organization located in the diverse Albany Park

neighborhood on Chicago's great northwest side and is currently celebrating twenty years of service; and

WHEREAS, The Albany Park Community Center offers a wide range of programs and services to the Albany Park residents, including day care, Head Start, adult and family literacy, G.E.D. classes, summer youth employment and training, tutoring and counseling, all of which contribute to community strength and stability; and

WHEREAS, The success of the Albany Park Community Center is due in large part to people like Clarence Schawk, President of Schawk Corporate and a volunteer member of the executive board of directors for twenty years, who continues to provide leadership, guidance and support to the Center; and

WHEREAS, With the commitment of Clarence Schawk, the Albany Park Community Center has grown and developed into the largest social service agency in the Albany Park community; and

WHEREAS, The healthy development of the children of our great city is dependent upon vital persons and organizations like Clarence Schawk and the Albany Park Community Center; 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 December, 1995, do hereby extend our gratitude and our congratulations to Clarence Schawk for his dedication to the Albany Park community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Clarence Schawk.

GRATITUDE EXTENDED TO MS. EVELYN G. ZAAR FOR DEDICATION AND COMMITMENT TO ALBANY PARK COMMUNITY CENTER.

WHEREAS, The Albany Park Community Center is a not-for-profit community-based organization located in the diverse Albany Park neighborhood on Chicago's great northwest side and is currently celebrating twenty years of service; and

WHEREAS, The Albany Park Community Center offers a wide range of programs and services to the Albany Park residents, including day care, Head Start, adult and family literacy, G.E.D. classes, summer youth

employment and training, tutoring and counseling, all of which contribute to community strength and stability; and

WHEREAS, The success of the Albany Park Community Center is due in large part to people like Evelyn G. Zaar, a volunteer member of the executive board of directors for twenty years, who continues to provide leadership, guidance and support to the Center; and

WHEREAS, With the commitment of Evelyn G. Zaar, the Albany Park Community Center has grown and developed into the largest social service agency in the Albany Park community; and

WHEREAS, The healthy development of the children of our great city is dependent upon vital persons and organizations like Evelyn G. Zaar and the Albany Park Community Center; 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 December, 1995, do hereby extend our gratitude and our congratulations to Evelyn G. Zaar for her dedication to the Albany Park community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Evelyn G. Zaar.

Presented By

ALDERMAN DOHERTY (41st Ward).

CONGRATULATIONS EXTENDED TO MR. JAMES J. FLANNIGAN ON HIS RETIREMENT FROM CHICAGO PARK DISTRICT.

WHEREAS, Following a long and productive career with the Chicago Park District that began January 8, 1962, James J. Flannigan is enjoying a richly deserved retirement; and

WHEREAS, A native of Springfield, Illinois, James J. Flannigan was educated there, and upon graduation from Cathedral Boys High School he entered the Clerics of Saint Viator, where he remained for over a decade. He distinguished himself in athletics, and upon leaving was hired by the Chicago Park District; and

WHEREAS, Eventually married and the proud father of five, James J. Flannigan was long associated with parks and recreational activities on

Chicago's great northwest side, most particularly at Olympia Park and Edison Park, where he was responsible for many programs beneficial -- often inspirational -- to the young people in the area. He has long been a commanding example of dedicated public service, and effectively recruited numerous outstanding youths to participate in the Junior Citizen Program; and

WHEREAS, The leaders of this great City of Chicago are cognizant of our debt to our most dedicated 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 December, 1995, A.D., do hereby pay tribute to James J. Flannigan as he retires from a productive and inspiring career in public service, and extend to this fine citizen our very best wishes for continuing happiness and fulfillment.

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to James J. Flannigan.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. CARL M. GRIPP, JR.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Carl M. Gripp, Jr. to his eternal reward on the eighth day of November, 1995, A.D.; and

WHEREAS, Carl M. Gripp, Jr. in 1946 graduated from the Beloit College in Beloit, Wisconsin; and

WHEREAS, Mr. Gripp, while earning a Ph.D. in psychology from the University of Chicago in 1956 and was also active in Hyde Park community redevelopment efforts; and

WHEREAS, Carl M. Gripp, Jr., in 1956, became dean of men at Temple University in Philadelphia, where he participated in the restructuring of the school system; and

WHEREAS, Mr. Gripp, in 1968, joined the Illinois Institute of Technology as dean of liberal arts and was involved in the development of the school's interdepartmental Urban Planning Program, supported by the U.S. Department of Transportation; and

WHEREAS, The South Side Planning Board was a non-profit organization created by people and institutions in the area bounded by Roosevelt Road, the Chicago River, 35th Street and Lake Michigan; and

WHEREAS, The South Side Planning Board's institutional members included the Field Museum of Natural History, the Shedd Aquarium, Mercy and Michael Reese Hospitals, Chinatown, the Illinois Institute of Technology and a number of housing developments, including South Commons, Prairie Shores and Lake Meadows; and

WHEREAS, Carl M. Gripp, Jr. presided over the South Side Planning Board from 1976 to June, 1991 as president and executive director; and

WHEREAS, Mr. Gripp, as head of the South Side Planning Board, worked on a variety of civic projects, including the proposed 1992 Chicago World's Fair, the first McCormick Place expansion, the development of Chinatown and the expansion of Michael Reese and Mercy Hospitals; and

WHEREAS, Mr. Gripp, in 1988, was elected to Lambda Alpha, a society for land economists that cited him for "his long and distinguished Planning Board service in carrying the torch, nearly single-handedly, for Chicago's south side"; and

WHEREAS, Carl M. Gripp, Jr. remained active in the community since his retirement from the South Side Planning Board as the organization merged with the Burnham Park Planning Board in 1993 to form the entity now known as the Near South Planning Board; 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 December, 1995, A.D., do hereby express our deepest sorrow at the passing of Mr. Carl M. Gripp, Jr. and do also extend to his beloved wife, Janet; his three sons, Jeffrey, Jeremy and Timothy; his six grandchildren and his many friends, our deepest and most sincere condolences on the occasion of their profound loss. Mr. Carl M. Gripp, Jr. was a fine man who will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Carl M. Gripp, Jr..

TRIBUTE TO LATE MR. ZVI KURS.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Zvi Kurs to his eternal reward on the seventeenth day of November, 1995, A.D.; and

WHEREAS, Zvi "Harry" Kurs, the son of a watchmaker, was born and reared on Chicago's west side; and

WHEREAS, Mr. Kurs attended Manley High School and served honorably in the United States Army; and

WHEREAS, Zvi Kurs was the third student to enroll at Roosevelt University in 1945; and

WHEREAS, Zvi Kurs, for many years, operated his own jewelry importing company in the Jewelry Building at 55 East Washington Street; and

WHEREAS, Maot Chitim is a volunteer group that originally assembled and delivered food packages to needy Jewish families to help them properly observe Passover and Rosh Hashanah; and

WHEREAS, Zvi Kurs was active in the Greater Chicago Maot Chitim since 1965 and was known to countless needy Jews whom he helped to celebrate the holidays; and

WHEREAS, Zvi "Harry" Kurs became president of Maot Chitim in 1971 and played a major role in the organization's expansion that today offers services to such groups as senior citizens on low-incomes and Hillel Centers for Jewish students and prisoners; and

WHEREAS, Mr. Kurs, on parcel delivery days, would often stand in the street with a special ten gallon cowboy hat directing traffic and inspiring volunteer workers to maintain their dedication; and

WHEREAS, Zvi Kurs, as a president and active member of Maot Chitim, expanded the organization from serving five hundred families in 1971 to 3,800 families in 1995; and

WHEREAS, Mr. Kurs was a past president of Lake Shore Drive Synagogue; 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 December, 1995, A.D., do hereby express our deepest sorrow at the passing of Mr. Zvi Kurs and do also extend to his son, Marc, his seven grandchildren and his many friends, our deepest and most sincere condolences on the occasion of

their profound loss. Mr. Zvi Kurs was a fine man who will be sorely missed by all; and

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

TRIBUTE TO LATE MR. IRA D. SCHULTZ.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Ira D. Schultz to his eternal reward on the twenty-fifth day of November, 1995, A.D.; and

WHEREAS, Mr. Ira D. Schultz was a prominent probate attorney and a member of the Illinois State and Chicago Bar Associations for over sixty-four years; and

WHEREAS, Mr. Ira D. Schultz was the past president of the Zionist Organization of Chicago; and

WHEREAS, Mr. Ira D. Schultz was the former board chairman of Logan Square Congregational Shaare Zedek; and

WHEREAS, Mr. Ira D. Schultz was a board member of Chicago Loop Synagogue; and

WHEREAS, Mr. Ira D. Schultz was a board member of the Jewish National Fund; and

WHEREAS, Mr. Ira D. Schultz was the recipient of the State of Israel Award of the Z.O.C. and former Israel Bond honoree; and

WHEREAS, Mr. Ira D. Schultz was the beloved husband of Ruth and devoted father to Alan, Jack and Howard; and

WHEREAS, Mr. Ira D. Schultz was the loving grandfather of David, Joshua, Molly, Peri, Michael and Daniel; and

WHEREAS, Mr. Ira D. Schultz was the dear brother of Herman Schultz, Rose Becker, Jean Bohm, the late Rebecca Kushner, and Sylvia Corove; 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 December, 1995, A.D., do hereby express our deepest sorrow at the passing of Mr. Ira D.

Schultz and do also extend to his beloved family and many friends, our deepest and most sincere condolences on the occasion of their profound loss. Mr. Ira D. Schultz was a distinguished lawyer, a devoted friend of the State of Israel and a dedicated humanitarian; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Ira D. Schultz.

COMMENDATIONS EXTENDED TO MR. ROBERT MYERS FOR HIS HEROIC ACTION.

WHEREAS, Mr. Robert Myers of 1013 South Racine Avenue in the City of Chicago showed exceptional courage on November 15, 1995 by coming to the aid of Mrs. Shirlee DeSanti; and

WHEREAS, Mrs. Shirlee DeSanti, a *Sun-Times* employee, was coming home from work at 5:30 P.M. and was attacked by an unknown offender who grabbed her purse and threw her to the ground, shattering her leg; and

WHEREAS, Hearing the commotion and noise Mr. Robert Myers gave chase to the offender and caught up with him; and

WHEREAS, There was a dangerous physical confrontation with the offender during which time Mr. Robert Myers suffered some very serious injuries to both hands; and

WHEREAS, Mr. Robert Myers is a cadet in the Police Academy and will some day make an exemplary police officer; and

WHEREAS, Mr. Robert Myers is exactly the kind of police officer we need, coming to the aid of a perfect stranger without regard for his personal safety, and choosing to get involved when he could easily have ignored the cries for help; 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 December, 1995, A.D., do hereby commend, honor and pay tribute to Robert Myers for his bravery on behalf of Mrs. DeSanti and for affording a fine example of responsible and noble citizenry; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Robert Myers.

CONGRATULATIONS EXTENDED TO MR. TERRENCE HOWARD ON RECEIPT OF 1995 PUBLIC WORKS LEADER OF YEAR AWARD FROM CHICAGO BRANCH OF AMERICAN PUBLIC WORKS ASSOCIATION.

WHEREAS, Mr. Terrence Howard received the 1995 Public Works Leader of the Year Award from the City of Chicago Branch of the American Public Works Association on November 15, 1995; and

WHEREAS, Mr. Terrence Howard has been director of the Bureau of Rodent Control in the Department of Streets and Sanitation, for the City of Chicago since 1979; and

WHEREAS, Mr. Terrence Howard, in his position as director of the Bureau of Rodent Control has significantly improved the health and safety of the citizens of Chicago by reducing the rat population from six million to under one half million since 1979; and

WHEREAS, Mr. Terrence Howard engineered a battle plan that fought the rats block by block in the City of Chicago and was tough and tenacious in eliminating the enemy; and

WHEREAS, Under the leadership of Mr. Terrence Howard, the City of Chicago used new poisons, new garbage containers, new ordinances and new strategies to lower the rat infestation problem; and

WHEREAS, Mr. Terrence Howard is one of those individuals who truly has made a difference in the lives of his fellow men and women; and

WHEREAS, Mr. Terrence Howard served the public health and safety needs of the City of Chicago valiantly and with dedication under seven mayors, Richard J. Daley, Michael Bilandic, Jane Byrne, Harold Washington, David Orr, Eugene Sawyer and Richard M. Daley; and

WHEREAS, Mr. Terrence Howard designed and implemented innovative preventive and follow-up programs for the Chicago Housing Authority; and

WHEREAS, Mr. Terrence Howard is a licensed pest exterminator with over thirty years of experience; and

WHEREAS, Mr. Terrence Howard has developed preventive educational programs with the Board of Education and the Poison Control Center at Rush-Presbyterian-St. Luke's Hospital; and

WHEREAS, Mr. Terrence Howard donates many hours as well as personal resources to the Columbian Sisters, helping raise funds for needy children, orphans and war-ravaged Third World countries; and

WHEREAS, Mr. Terrence Howard in his position as director developed and implemented an innovative card system which records all vector related problems within each city block; and

WHEREAS, Mr. Terrence Howard successfully implemented training classes for field personnel in the safe and proper use of pesticides for all vector problems in order that they could apply for state certification as Registered Pest Control Technicians; and

WHEREAS, Mr. Terrence Howard is a well-rounded citizen excelling in many outdoor sports and dedicated to mountains, forests, wildlife and all forms of nature; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled in meeting the thirteenth day of December, 1995, nineteen hundred and ninety-five A.D., do hereby honor and congratulate Mr. Terrence Howard on the occasion of his receiving the Public Works Leader of the Year Award from the American Public Works Association; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Terrence Howard.

CONGRATULATIONS EXTENDED TO MR. GARY A. MECKLENBURG ON RECEIPT OF EIGHTH ANNUAL RICHARD N. ROVNER AWARD FROM EPILEPSY FOUNDATION OF GREATER CHICAGO.

WHEREAS, Mr. Gary A. Mecklenburg has been honored with the Eighth Annual Richard N. Rovner Award, given to an individual who has made an outstanding contribution to the community politically, socially, or scientifically in the fostering of medical advances or civil and human rights; and

WHEREAS, The award was bestowed by the Epilepsy Foundation of Greater Chicago at its gala annual dinner on December 4, 1995 at the Stouffer Riviere Hotel, Chicago; and

WHEREAS, Mr. Gary A. Mecklenburg has been president and chief executive officer of Northwestern Memorial Hospital and its parent, Northwestern Memorial Corporation since 1985; and

WHEREAS, Mr. Gary A. Mecklenburg was instrumental in developing the Northwestern Healthcare Network, the largest integrated healthcare system in Chicago, and served as its founding president and chief executive officer from 1991 to 1992; and

WHEREAS, Under the leadership of Gary A. Mecklenburg, Northwestern Memorial Hospital has become one of the preeminent academic medical centers in the nation known for exceptional patient care and excellence in clinical research and education; and

WHEREAS, During his tenure, Northwestern Memorial developed and enhanced its commitment to improve access to healthcare in underserved communities through partnerships with numerous community agencies such as the Winfield-Moody Health Clinic serving residents in Cabrini-Green, Erie Family Health Center in West Town and the Lawson Young Men's Christian Association; and

WHEREAS, Mr. Gary A. Mecklenburg is a strong advocate of community health education programs on topics ranging from wellness and prevention, to eating and living well, and osteoporosis and breast cancer, also supporting on and off-site programs such as free screenings for prostate disease, stroke, and heart disease; and

WHEREAS, Mr. Gary A. Mecklenburg's leadership team is constructing a new, Eight Hundred Fifty Million Dollar medical center in its downtown campus that will serve as a model for healthcare delivery well into the next century, committed as it is to patient care programs and clinical research; and

WHEREAS, Mr. Gary A. Mecklenburg received a bachelor of arts degree from Northwestern University and a master in business administration from the University of Chicago; and

WHEREAS, Before joining Northwestern Memorial Hospital, Mr. Gary A. Mecklenburg was president of Franciscan Healthcare, Inc. and president of Saint Joseph Hospital in Milwaukee; and

WHEREAS, Mr. Gary A. Mecklenburg is a member of the board of trustees of the American Hospital Association and serves as chairman of its Regional Policy Board 5, representing hospitals and health systems in the Midwest; and

WHEREAS, Mr. Gary A. Mecklenburg is a diplomate of the American College of Healthcare Executives, a fellow of the Institute of Medicine of Chicago, a member of the Healthcare Research and Development Institute, and a past delegate to the Assembly of the Association of American Medical Colleges; and

WHEREAS, Mr. Gary A. Mecklenburg is a member of the Advisory Board and guest lecturer and preceptor at Northwestern University's Kellogg Graduate School of Management; and

WHEREAS, Mr. Gary A. Mecklenburg in 1994 led the Illinois Hospital Association's strategic planning efforts and was active in its efforts with the State of Illinois to protect and enhance services to the medically indigent through the Medicaid Program; and

WHEREAS, Mr. Gary A. Mecklenburg served on the City of Chicago Mayor's Trauma Task Force and the Illinois Department of Public Health Advisory Board, whose efforts helped preserve the Chicago Trauma System; and

WHEREAS, Mr. Gary A. Mecklenburg lives in Winnetka, Illinois with his wife, Lynn and two children; 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 December, nineteen hundred and ninety-five, A.D., do hereby honor and congratulate Mr. Gary A. Mecklenburg on the occasion of his receiving the Eighth Annual Richard N. Rovner Award from the Epilepsy Foundation of Greater Chicago; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Mr. Gary A. Mecklenburg and the Epilepsy Foundation of Greater Chicago.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

TRIBUTE TO LATE DR. RICHARD MAROHN.

WHEREAS, God in his infinite wisdom has called to his eternal reward Dr. Richard Marohn, beloved friend, neighbor and a leader in the study of disordered adolescent behavior; and

WHEREAS, A graduate of Marquette University, Dr. Richard Marohn received his medical degree from the Marquette University School of Medicine, now the Medical School of Wisconsin. For nineteen years he was on the staff of the Illinois State Psychiatric Institute, serving as director of its adolescent program from 1972 to 1983. He was also a longtime consultant with the United States Bureau of Prisons Community, the United States Probation Office and the United States District Court. During the last decade, Dr. Marohn was professor of clinical psychiatry and behavioral sciences at Northwest University Medical School; and

WHEREAS, Dr. Richard Marohn was widely published, and his work on criminally violent adolescents has been of great significance. He sought to deal with the causes and cures of violence in America, focusing on the fact that perpetrators are often abused and chemically numbed as a result of having to use their defense mechanisms from earliest childhood. He is the author of the much-acclaimed biography of John Wesley Hardin, entitled *"The Last Gunfighter"* focusing on the 1870s Texan who claimed that each of the forty-two men he killed were shot in self-defense; and

WHEREAS, A resident of Chicago's great Lincoln Park neighborhood, Dr. Richard Marohn leaves to celebrate his productive life his loving wife, Judith; three children, Richard, Kathryn Bartsch and Susan; his five grandchildren, and many other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby express our sorrow on the death of Dr. Richard Marohn, and extend to his widow, Judith, their family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Richard Marohn and family.

GRATITUDE EXTENDED TO MS. CATHERINE BERTINI AND WORLD FOOD PROGRAMME FOR THEIR HUMANITARIAN EFFORTS.

WHEREAS, Catherine Bertini has been and remains a respected corporate and political leader in the City of Chicago after many years of contributing her time, energy and leadership to civic and political life; and

WHEREAS, Notwithstanding her active business life, Ms. Bertini also participated in our city's political life as a Republican precinct worker in the 43rd Ward, where she was respected by both parties; and

WHEREAS, Catherine Bertini is currently the executive director of the World Food Programme in Rome, Italy where her work brings credit to her Chicago roots and where she assists Chicago with useful contacts; and

WHEREAS, In 1994, under the leadership of Ms. Bertini, the World Food Programme fed more than fifty-seven million people in eighty-three countries and five continents; and

WHEREAS, In 1994, the World Food Programme fed over twenty-five million refugees and displaced people who were victims of war and civil strife in forty-one countries, approximately half of the world's total; and

WHEREAS, In 1994, the World Food Programme fed over 7,500,000 people in eight countries who were victims of droughts and other natural disasters; and

WHEREAS, In 1994, the World Food Programme committed three point three million tons of food aid at a value of One point Four Billion Dollars; and

WHEREAS, Secretary-General Boutros Boutros-Ghali has recognized the World Food Programme as the front line of the United Nation's attack on hunger and poverty; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of December, 1995, do hereby pay honor and tribute to Catherine Bertini and to her talented husband, Thomas Haskell, and the World Food Programme for their efforts and accomplishments in feeding the world's hungry whose lives are threatened by natural and man-made disasters and poverty; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Ms. Catherine Bertini.

CONGRATULATIONS AND BEST WISHES EXTENDED TO MS. KATHLEEN MURRAY ON INITIATION OF NEW CAREER AND RESIDENCE.

WHEREAS, Ms. Kathleen Murray has been strategically involved in the re-election campaigns of some of our most powerful and beloved political leaders, among whom are Mayor Richard Daley, Senator Paul Simon and Senator Carol Moseley Braun; and

WHEREAS, Ms. Murray, as president of KMA Resources, has affiliated with a wide range of organizations which have greatly benefitted from her organizational acumen; and

WHEREAS, Ms. Kathleen Murray brought with her to Chicago an expertise and wealth of experience learned not only in her home state of Ohio, but also in New Jersey; and

WHEREAS, Kathleen made her home in Lincoln Park and enjoyed our city like a native Chicagoan; 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 December, 1995, do hereby collectively congratulate Kathleen Murray on her new life and career path in St. Paul, Minnesota, while lamenting the loss of her verve and charm; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ms. Kathleen Murray.

CONGRATULATIONS EXTENDED TO MS. CHESELYN AMATO ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, Cheselyn Amato, a citizen of Chicago's great 43rd Ward, is an outstanding example of Chicago's artists who exalt the spirit of this great city; and

WHEREAS, Cheselyn Amato has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to Cheselyn Amato on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs and we wish this outstanding citizen many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Cheselyn Amato.

CONGRATULATIONS EXTENDED TO MR. ROBERT HORN ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, Mr. Robert Horn, a citizen of Chicago's great 43rd Ward, is an outstanding example of Chicago's artists who exalt the spirit of this great city; and

WHEREAS, Robert Horn has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to Robert Horn on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs and we wish this outstanding citizen many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Robert Horn.

CONGRATULATIONS EXTENDED TO MR. DAVID O'DONNELL ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, Mr. David O'Donnell, a citizen of Chicago's great 43rd Ward, is an outstanding example of Chicago's artists who exalt the spirit of this great city; and

WHEREAS, Mr. David O'Donnell has been justifiably selected to receive a special cultural program grant administered by the City's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to David O'Donnell on having

been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs and we wish this outstanding citizen many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to David O'Donnell.

CONGRATULATIONS EXTENDED TO MR. ANTONIO SACRE ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, Antonio Sacre, a citizen of Chicago's great 43rd Ward, is an outstanding example of Chicago artists who exalt the spirit of this great city; and

WHEREAS, Antonio Sacre has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to Antonio Sacre on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs, and we wish this outstanding citizen many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Antonio Sacre.

CONGRATULATIONS EXTENDED TO BODY POLITIC GALLERY ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, The Body Politic Gallery stands among the outstanding examples of Chicago's arts establishments which consistently lift the spirit of this great city; and

WHEREAS, The Body Politic Gallery has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to the Body Politic Gallery on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs, and we wish this outstanding organization many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Body Politic Gallery.

CONGRATULATIONS EXTENDED TO CHICAGO HISTORICAL SOCIETY ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, The Chicago Historical Society stands among the outstanding examples of Chicago's arts establishment which consistently lift the spirit of this great city; and

WHEREAS, The Chicago Historical Society has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to the Chicago Historical Society on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs, and we wish this outstanding organization many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chicago Historical Society.

CONGRATULATIONS EXTENDED TO THE CHORAL ENSEMBLE OF CHICAGO ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, The Choral Ensemble of Chicago stands among the outstanding examples of Chicago's arts organizations which consistently lift the spirit of this great city; and

WHEREAS, The Choral Ensemble of Chicago has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to The Choral Ensemble of Chicago on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs, and we wish this outstanding organization many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Choral Ensemble of Chicago.

CONGRATULATIONS EXTENDED TO CONTEMPORARY ART WORKSHOP ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, The Contemporary Art Workshop stands among the outstanding examples of Chicago's arts organizations which consistently lift the spirit of this great city; and

WHEREAS, The Contemporary Art Workshop has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to the Contemporary Art Workshop on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs and we wish this outstanding organization many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Contemporary Art Workshop.

CONGRATULATIONS EXTENDED TO EQUITY LIBRARY THEATRE ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, The Equity Library Theatre stands among the outstanding examples of Chicago's arts organizations which consistently lift the spirit of this great city; and

WHEREAS, The Equity Library Theatre has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to the Equity Library Theatre on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs and we wish this outstanding organization many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Equity Library Theatre.

CONGRATULATIONS EXTENDED TO JOEL HALL DANCERS ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, The Joel Hall Dancers organization stands among the outstanding examples of Chicago's arts groups which consistently lift the spirit of this great city; and

WHEREAS, The Joel Hall Dancers has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to the Joel Hall Dancers on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs and we wish this outstanding organization many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Joel Hall Dancers.

CONGRATULATIONS EXTENDED TO LILL STREET GALLERY ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, The Lill Street Gallery stands among the outstanding examples of Chicago's arts establishments which consistently lift the spirit of this great city; and

WHEREAS, The Lill Street Gallery has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to the Lill Street Gallery on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs and we wish this outstanding organization many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Lill Street Gallery.

CONGRATULATIONS EXTENDED TO OLD TOWN SCHOOL OF FOLK MUSIC ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, The Old Town School of Folk Music stands among the outstanding examples of Chicago's arts establishment which consistently lift the spirit of this great city; and

WHEREAS, The Old Town School of Folk Music has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to the Old Town School of Folk Music on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs and we wish this outstanding organization many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Old Town School of Folk Music.

CONGRATULATIONS EXTENDED TO SECOND CITY BALLET ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, The Second City Ballet stands among the outstanding examples of Chicago's arts organizations which consistently lift the spirit of this great city; and

WHEREAS, The Second City Ballet has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to the Second City Ballet on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs and we wish this outstanding organization many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Second City Ballet.

CONGRATULATIONS EXTENDED TO STEPPENWOLF THEATRE COMPANY ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, The Steppenwolf Theatre Company stands among the outstanding examples of Chicago's arts organizations which consistently lift the spirit of this great city; and

WHEREAS, The Steppenwolf Theatre Company has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to the Steppenwolf Theatre Company on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs and we wish this outstanding organization many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Steppenwolf Theatre Company.

CONGRATULATIONS EXTENDED TO VICTORY GARDENS THEATRE ON RECEIPT OF CULTURAL PROGRAM GRANT.

WHEREAS, The arts promote and sustain an inspiring atmosphere in the City of Chicago and are great enhancements to the quality of community life in our neighborhoods; and

WHEREAS, The Victory Gardens Theatre stands among the outstanding examples of Chicago's arts organizations which consistently lift the spirit of this great city; and

WHEREAS, The Victory Gardens Theatre has been justifiably selected to receive a special cultural program grant administered by the city's Department of Cultural Affairs; 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 December, 1995, A.D., do hereby extend our congratulations to Victory Gardens Theatre on having been singled out to receive a special grant from this year's Cultural Grant Program administered by the Chicago Department of Cultural Affairs and we wish this outstanding organization many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Victory Gardens Theatre.

GRATITUDE EXTENDED ALITALIA AIRLINES FOR ITS CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Alitalia Airlines is the official air carrier of Italy and carrier of the Italian national flag; and

WHEREAS, Alitalia Airlines has been known in Chicago for many years for their superior air service and outstanding civic leadership; and

WHEREAS, Under the leadership of local manager Gabrielle Mariotti, Alitalia Airlines has been very cooperative with the aldermen of the City of Chicago and supportive of the city; and

WHEREAS, Alitalia Airlines has often participated in many events in the City of Chicago, including the Jazz Fest, starting when Martino Mainardi was the manager, and has been a generous sponsor of the City of Chicago's annual trade conference with Italy; and

WHEREAS, This annual trade conference has been extremely vital as an economic engine generating trade and business contacts between Chicago and Italy; and

WHEREAS, Alitalia Airlines is a leading supporter of the arts by recently promoting a worldwide campaign for the restoration of the finest masterpieces of Italian art; 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 December, 1995 A.D., do hereby pay tribute to the generosity and leadership of Alitalia Airlines and to Gabrielle Mariotti.

Presented By

ALDERMAN LEVAR (45th Ward):

CONGRATULATIONS EXTENDED TO ASSOCIATED BANK OF GLADSTONE-NORWOOD ON ITS TWENTIETH ANNIVERSARY.

WHEREAS, In the middle of the 1970s, a group of investors had the vision to invest in the growth and the people of the far northwest side of Chicago; and

WHEREAS, That foresight resulted in the creation of the Gladstone-Norwood Bank; and

WHEREAS, The bank's motto was "Good Neighbors ... Great Neighborhood"; and

WHEREAS, Their attitude was "We'll listen -- We'll recommend -- We'll help"; and

WHEREAS, The bank facility started as a trailer; and

WHEREAS, Mr. Thomas G. Lyons was the first chairman of the board; and

WHEREAS, The late Mr. Ken Fox was the first president; and

WHEREAS, Mr. E. Robert Baer was one of the original directors of the bank; and

WHEREAS, Mrs. Angela A. Kulik, Vice-President of Human Resources, is also celebrating her twentieth anniversary; and

WHEREAS, The dedication and hard work of Mr. Gene Mroz, Mr. Bobby Baer, Mr. Bob Walcott, and their employees caused the Gladstone-Norwood Bank to grow to one of the finest and successful financial institutions in Chicago; and

WHEREAS, That success provided financial support to both businesses and homeowners in the area; and

WHEREAS, That success lead to the purchase of Gladstone-Norwood Bank by the Associated Bank Group; 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 December, 1995, do hereby extend to the Gladstone-Norwood Bank, its officers, directors, stockholders and employees our congratulations on their twentieth anniversary and offer them our best and warmest wishes for their continued financial success; and

Be It Further Resolved, That suitable copies of this resolution be made available to Mr. Gene P. Mroz, Chairman of the Board; Mr. E. Robert Baer, Vice-Chairman of the Board; Mr. Robert O. Walcott, President; Mrs. Angela A. Kulik, and the Gladstone-Norwood Bank.

Presented By

ALDERMAN SCHULTER (47th Ward):

TRIBUTE TO LATE MRS. ANTONIA ATSAVES.

WHEREAS, God in his infinite wisdom has called to her eternal reward Antonia Atsaves, beloved citizen, friend and matriarch of a large and loving family; and

WHEREAS, During her long and productive life, Antonia Atsaves was highly visible and active in her community most especially at Saint Demetrios Greek Orthodox Church, where she served in many capacities; and

WHEREAS, Antonia Atsaves was preceded in death by her husband, Louis. She leaves to celebrate her life her four children, George (Phyllis), Chris (Demmie), Stella (Dr. George) Housakos, and Peter (Pat); her fifteen grandchildren; her twenty-five great-grandchildren; other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby express our sorrow on the death of Antonia Atsaves, 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 Antonia Atsaves.

Presented By

ALDERMAN M. SMITH (48th Ward):

TRIBUTE TO LATE MR. KENNETH S. ALLEN.

WHEREAS, The citizens of Chicago's Uptown and Lake View communities, and particularly Chicago's proud gay community, have lost a close friend and true human rights advocate in Kenneth S. Allen, who died of AIDS complications November 11, 1995, at the age of thirty-seven years; and

WHEREAS, Kenneth S. Allen was a native Chicagoan reared in the Albany Park community who over the years earned tremendous recognition as an activist in racial justice issues both in Chicago and in Memphis, Tennessee. He was granted numerous awards for outstanding community service as a board member of the National Association of Black and White Men Together (N.A.B.W.M.T.), an organization which combats racism, sexism and homophobia. He also served as co-chair of the Chicago Men of All Colors Together Chapter of N.A.B.W.M.T. and as a board vice-president of the Lesbian and Gay Community Center of Chicago; and

WHEREAS, For more than a decade Kenneth S. Allen was manager for a catering service. In the early 1990s, when he revealed his HIV-positive status, the company fired him, and his subsequent discrimination suit made him one of the first Chicagoans to win such a case; and

WHEREAS, Kenneth S. Allen was tireless in his quest for justice and equality, and leaves behind many advocates to follow his example; 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 December, 1995, do hereby express our sorrow on the death of Kenneth S. Allen, 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 Kenneth S. Allen.

COMMENDATION EXTENDED TO AND EXPRESSION OF SUPPORT FOR ILLINOIS REPRESENTATIVE LANE EVANS' PROPOSAL RENOUNCING USE OF MINES AS WARTIME WEAPONS.

WHEREAS, Over one hundred ten million anti-personnel and anti-armor weapons have been buried and abandoned in more than sixty countries, the vast majority of them unmarked and unmapped, and over one hundred million more are already stockpiled for use; and

WHEREAS, Arms makers continue to develop the heinous technology of these devices, making them simultaneously harder to detect and defuse, while improving their ability to maim and cripple; and

WHEREAS, Seventy innocent civilians are maimed for life every day of the year -- twenty-six thousand annually; and

WHEREAS, The most common victims of these mines are farmers, farm families, transportation workers and peacekeepers; and

WHEREAS, Representative Lane Evans of Illinois has introduced H.R. 1876 into the Congress of the United States to renounce mines as a weapon of war, and has been supported by Democrats and Republicans within the House and the Senate; and

WHEREAS, The National Conference of Catholic Bishops, meeting in Chicago, declared mines an indiscriminate killer whose production should cease; and

WHEREAS, The United Nations has prepared a draft of a moratorium on the export of anti-personnel land mines (GA/DIS/3004) for consideration by the General Assembly; now, therefore,

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

SECTION 1. That Representative Evans be commended for his courageous leadership on this worldwide humanitarian issue, and the Congress is urged to support it unanimously in the name of peace, humanity and human decency. Further, that the United Nations General Assembly is urged to act with haste on the export ban.

SECTION 2. That Representative Evans, the Illinois Congressional Delegation and the Secretary General of the United Nations be memorialized by the City Clerk with suitable copies of this resolution; and

SECTION 3. This resolution shall be in full force and effect from the date of its adoption and publication.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB SPONSOR MR. GUNTHER MARX FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Gunther Marx is a sponsor of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Club raised funds for Iodine Deficiency Disorders and the United Nations Childrens Fund; 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 December, 1995, do hereby pay tribute to Gunther Marx, who has given outstanding service to the community and city, and extend our heartiest congratulations on his sponsorship during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Gunther Marx.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB SPONSOR MR. CHESTER TYLINSKI FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Chester Tylinski is a sponsor of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Chester Tylinski, who has given outstanding service to the community and city, and extend our heartiest congratulations on his sponsorship during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chester Tylinski.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. JEHAD ABDELAL FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Jehad Abdelal is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Jehad Abdelal, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Jehad Abdelal.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. DJAN ABEASI FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Djan Abeasi is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Djan Abeasi, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Djan Abeasi.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. CHRISTOPHER BARRON FOR CONTRIBUTION TO CITY OF CHICAGO.

WHEREAS, Christopher Barron is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Christopher Barron, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Christopher Barron.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. PEGGY CAMERON FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Peggy Cameron is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Peggy Cameron, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Peggy Cameron.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. ANTHONY CAVAZOS FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Anthony Cavazos is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Anthony Cavazos, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Anthony Cavazos.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. VICTOR CORNEJO FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Victor Cornejo is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Victor Cornejo, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Victor Cornejo.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. STEVE EDOUARD FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Steve Edouard is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Steve Edouard, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Steve Edouard.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. CHRISTOPHER EFFORT FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Christopher Effort is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Christopher Effort, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Christopher Effort.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. RUTH EUSEBIO FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Ruth Eusebio is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Ruth Eusebio, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ruth Eusebio.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. MAHA FACURRY FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Maha Facurry is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do

hereby pay tribute to Maha Facurry, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Maha Facurry.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. THERESA FLOYD FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Theresa Floyd is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Theresa Floyd, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Theresa Floyd.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. ELVIS GARCIA FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Elvis Garcia is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Elvis Garcia, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Elvis Garcia.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. MIGUEL GARRO FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Miguel Garro is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Miguel Garro, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Miguel Garro.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. KEYUR GHAVAL FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Keyur Ghaval is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Keyur Ghaval, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Keyur Ghaval.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. GUADALUPE GOVEA FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Guadalupe Govea is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Guadalupe Govea, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Guadalupe Govea.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. KATHERINE HANSEN FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Katherine Hansen is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Katherine Hansen, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Katherine Hansen.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. ANTHONY HOFFMAN FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Anthony Hoffman is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Anthony Hoffman, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Anthony Hoffman.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. BINITA JOSHI FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Binita Joshi is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Binita Joshi, who has given outstanding service to the

community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Binita Joshi.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. TEJAS JOSHI FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Tejas Joshi is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Tejas Joshi, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Tejas Joshi.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. CHRISTINA JUNIOR FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Christina Junior is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Christina Junior, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Christina Junior.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. TASHA KELLY FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Tasha Kelly is a member of the Senn High School Kiwanis Key Club; and

Landlord:

By: _____
Richard F. Zobac

By: _____
Lillian E. Zobac

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Carlos Ponce,
Commissioner

Approved: The Chicago Public Library

By: _____
Mary A. Dempsey,
Commissioner

Approved: The Chicago Public Library Board of Directors

By: _____
President

Approved As To Form And Legality:

By: The Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 5201 NORTH OKETO AVENUE FOR CHICAGO PUBLIC LIBRARY.
(Oriole Park Branch)

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at 5201 North Oketo Avenue for the Chicago Public Library, Oriole Park Branch (Lease No. 19012), 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 Troutman, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with Soga, Inc., as sole beneficiary of American National Bank and Trust Company of Chicago, under Trust No. 42395, dated March 12, 1978, as Landlord, for approximately 3,000 square feet of office space located on the ground floor at 5201 North Oketo Avenue, for use by the Chicago Public Library, as Tenant; such lease to be approved by the Commissioner of the Chicago Public Library and the President of the Chicago Public Library Board of Directors 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 Soga, Inc., as sole beneficiary of American National Bank & Trust Company of Chicago, Trust Agreement dated March 12, 1978 and known as Trust No. 42395 (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 5201 North Oketo Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord approximately 3,000 square feet of ground floor office space located at 5201 North Oketo Avenue, to be used by the Chicago Public Library as its Oriole Park Branch;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 3,000 square feet of ground floor space located on that certain parcel of real estate more commonly known as 5201 North Oketo Avenue, located in the Harlem-Foster Shopping Center, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on the August 1, 1995 ("Commencement Date"), and shall end on July 31, 2000 unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay monthly base rent for the Premises in the amounts of:

a) Two Thousand Seven Hundred Sixty-five and no/100 Dollars ($2,765.00) per month for the period beginning on the 1st day of August, 1995 and ending on the 31st day of July, 1996 ($11.06 per square foot per year);

b) Two Thousand Eight Hundred Seventy-five and no/100 Dollars ($2,875.00) per month for the period beginning on the 1st day of August, 1996 and ending on the 31st day of July, 1997 ($11.50 per square foot per year);

(c) Two Thousand Nine Hundred Ninety and no/100 Dollars ($2,990.00) per month for the period beginning on the 1st day of August, 1997 and ending on the 31st day of July, 1998 ($11.96 per square foot per year);

(d) Three Thousand One Hundred Ten and no/100 Dollars ($3,110.00) per month for the period beginning on the 1st day of August, 1998 and ending on the 31st day of July, 1999 ($12.44 per square foot per year);

(e) Three Thousand Two Hundred Thirty-five and no/100 Dollars ($3,235.00) per month for the period beginning on the 1st day of August, 1999 and ending on the 31st day of July, 2000 ($12.94 per square foot per year).

Rent shall be paid to Landlord at Soga, Inc., 7240 West Foster Avenue, Chicago, Illinois 60656-3692 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 service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) Landlord represents to Tenant that Landlord has no actual knowledge, and has not received any written notices, of any violation of any law, ordinance, order, rule, regulation or requirement of any federal, state or municipal governmental department regarding the condition or the use or manner of use of the Premises which has not been corrected prior to the date of this lease. Landlord and Tenant further agree that in the event that any violation of any such law, ordinance, order, rule regulation or requirement occurs during the Term, and such violation is not caused by Tenant or by an employee, agent or contractor to Tenant then within a reasonable period of time after Landlord shall do such things as are necessary to cause such violation to be corrected (or contested in good faith) unless Landlord, in its reasonable judgment, determines that correcting or contesting such violation is economically unfeasible. If Landlord so determines that correcting or contesting such violation is economically feasible, Landlord shall give Tenant written notice thereof and Tenant shall have the right to terminate this lease no earlier than ninety (90) days after Tenant received such notice from Landlord and no later than one hundred eighty (180) days after Tenant received such notice from Landlord, by giving Landlord written notice of such termination.

(b) Landlord has no actual knowledge of any environmental violations within 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 exterior of the Premises in a condition of thorough repair and good order excluding H.V.A.C. systems and interior electrical and plumbing systems, 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 is received by Landlord, 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. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof, without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the Term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain commercial general 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 Liability Insurance policy shall afford protection to the limit of not less than One Million and no/100 Dollars ($1,000,000.00) per occurrence with an annual aggregate of One Million and no/100 Dollars ($1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Tenant as the 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 Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment, costs, damages, and expenses (hereinafter referred to collectively as the "Indemnified Expenses") incurred or suffered by Tenant by reason of Landlord's negligent performance of, or negligent failure to perform, any of its obligations under this lease for which Tenant has given Landlord written notice in a timely manner as required by this lease; provided, however, that Landlord shall be obligated to indemnify Tenant as aforesaid only if and to the extent the Indemnified Expenses are covered by insurance required to be carried by Landlord pursuant to this Section 6.

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 not later than thirty (30) days after occurrence of such fire or casualty. 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.

If Tenant shall remain in possession of the Premises after the expiration of the lease Term without executing a new lease or negotiating a new lease within three (3) months from expiration of the lease, then such holding over shall be construed as tenancy from month-to-month, subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to a month-to-month tenancy, except that Tenant shall pay unto

Landlord Fixed Minimum Rental during the term of said month-to-month tenancy at the rate of Four Thousand Two Hundred Fifty and no/100 Dollars ($4,250.00) per month. Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. The provisions of this Paragraph 9.1 do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or to such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Soga, Inc., Management Office
7240 West Foster Avenue
Chicago, Illinois 60656-3692

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 the duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with sixty (60) days prior written notice anytime after thirty-six (36) months from the execution of this lease. However, Landlord shall release Tenant anytime, without penalty, from this lease in the event Tenant accepts an expanded space in excess of 4,000 square feet elsewhere in the Harlem-Foster Shopping Center.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Provide One Thousand Five Hundred and no/100 Dollars ($1,500.00) in decorating allowance within twelve (12) months from execution of the lease.

11.2

Provide domestic water for the Premises.

11.3

Maintain exterior plumbing including plumbing service located within walls 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 of building. Interior maintenance shall refer to inside the walls and ceilings only. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacement of light bulbs, etc., but shall refer strictly to service for the maintenance of the structural and roof portions of the Premises.

11.6

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises.

11.7

Provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises.

11.8

Provide common area maintenance.

11.9

Maintain roof.

11.10

Tenant shall maintain Tenant's Heating, Ventilating and Air-Conditioning (H.V.A.C.) service. However, in the event the H.V.A.C. system becomes completely inoperable and is certified to be beyond repair by both Landlord's and Tenant's personnel or contractors, Landlord shall absorb the total cost of a new H.V.A.C. unit to have the size and performance as Tenant's current system unless Tenant has not properly maintained said H.V.A.C.. Tenant shall perform all maintenance to the system immediately after installation.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken 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 Estoppel Certificate.

Tenant agrees at any time and from time to time, upon not less than fifteen (15) days prior written request by the Landlord, to execute, acknowledge and deliver to the Landlord a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating said modifications) and the dates to which the fixed rent and other charges have been paid in advance, if any, stating whether Tenant has any set off or claims against the Landlord, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee or assignee or any mortgagee of the Premises.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

American National Bank and Trust Company, as Trustee, under Trust Agreement dated March 12, 1978 and known as Trust No. 42395

By: _____

Soga, Inc., as sole beneficiary of Trust No. 42395

By: _____
Philippe A. Hans,
Vice-President

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Carlos Ponce,
Commissioner

Approved: The Chicago Public Library

By: _____
Mary A. Dempsey,
Commissioner

Approved: The Chicago Public Library Board of Directors

By: _____
Cindy Pritzker,
President

Approved As To Form And Legality:

By: Department of Law

By: _____
Assistant Corporation Counsel

Failed To Pass -- ACCEPTANCE OF BIDS FOR CITY-OWNED PROPERTY AT SUNDRY LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ordinances by the Department of General Services accepting bids at the following locations:

5323 South Halsted Street

4404 -- 4406 South Indiana Avenue

3956 -- 3958 South Vincennes Avenue

4324 South Wells Street

5947 South Wentworth Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the committee's recommendation was *Concurred In* and the said proposed ordinances transmitted with the foregoing committee report *Failed To Pass* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinances, which failed to pass, read as follows (the italic heading in each case not being a part of the ordinance):

5323 South Halsted Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Ms. Rosalee Walker, 9629 South Forest Avenue, Unit 1, Chicago, Illinois 60628, to purchase for the sum of Three Thousand Six Hundred Eighty and no/100 Dollars ($3,680.00), the city-owned vacant property, as advertised, described as follows:

Lot 34 in Block 4 in Putman's Subdivision of the southwest quarter of the southwest quarter of (except the east south 23 acres) of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in

Cook County, Illinois (commonly known as 5323 South Halsted Street, Permanent Tax No. 20-09-316-009)

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 Three Thousand Six Hundred Eighty and no/100 Dollars ($3,680.00) 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.

4404 -- 4406 South Indiana Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mrs. Wanda G. Martin and Mr. Louis B. Martin, her husband, as joint tenants, 4417 South Michigan Avenue, Chicago, Illinois 60653, to purchase for the sum of Seven Thousand Nine Hundred Fifty and no/100 Dollars ($7,950.00), the city-owned vacant property, as advertised, described as follows:

Lot 4 (except the north 8 feet, and the west 52 feet thereof), and the north 19 feet of Lot 5 (except the west 52 feet thereof), in Block 6 in L.W. Stone's Subdivision of the southwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4404 -- 4406 South Indiana Avenue, Permanent Tax No. 20-03-308-016)

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 Seven Hundred Ninety-five and no/100 Dollars ($795.00) 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.

3956 -- 3958 South Vincennes Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Michael Massey, 1258 North Monitor Avenue, Chicago, Illinois 60651, to purchase for the sum of Seven Thousand Five Hundred Five and no/100 Dollars ($7,505.00), the city-owned vacant property, as advertised, described as follows:

> all that part of Lot 5 and the east 25 feet of Lot 4 taken as a tract lying south and southwesterly of a line described as follows: commencing at a point on the west line of said tract, 61.30 feet north of the southwest corner thereof; thence east parallel with the south line of said tract, 39.16 feet to a point; thence southeasterly along a line which is perpendicular to the southeasterly line of said tract, 26.10 feet more or less, to a point on the southeasterly line of said tract, all in Butler's Subdivision of Lots 2 and 3 and that part south of Oakwood Boulevard of Lot 1 in Block 2 of Bowen and Smith's Subdivision of that part of the north half of the northwest quarter of the northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, lying west of Vincennes Avenue in Cook County, Illinois (commonly known as 3956 -- 3958 South Vincennes Avenue, Permanent Tax No. 20-03-203-030)

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 Seven Hundred Fifty and 50/100 Dollars ($750.50) 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.

4324 South Wells Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. David Rhines, 4325 South Wells Street, Chicago, Illinois 60609, to purchase for the sum of One Thousand Nine Hundred Twenty and no/100 Dollars ($1,920.00), the city-owned vacant property, as advertised, described as follows:

> Lot 17 in Block 5 in Thomas Jackson's Subdivision of the north 5 chains of the southeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4324 South Wells Street, Permanent Tax No. 20-04-402-020)

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 One Hundred Ninety and 20/100 Dollars ($190.20) 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.

5947 South Wentworth Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Ms. Elsie Barnes, 5715 South Union Avenue, Chicago, Illinois 60621, to purchase for the sum of $6,079.00, the city-owned vacant property, as advertised, described as follows:

> Lots 26, 27 and 28 in Block 2 in Nicholes & McKinley Subdivision of that part lying west of the Chicago, Rock Island & Pacific Railroad of Lot 9 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5947 South Wentworth Avenue, Permanent Tax Nos. 20-16-404-014 and 015)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of Six Hundred Seven and 90/100 Dollars ($607.90) submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

COMMITTEE ON HUMAN RELATIONS.

REAPPOINTMENT OF MS. MIRIAM G. APTER AND MR. STANLEY BALZEKAS, JR. TO COMMISSION ON HUMAN RELATIONS.

The Committee on Human Relations submitted the following report:

CHICAGO, November 21, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor, reappointing Miriam G. Apter and Stanley Balzekas, Jr. to the Commission on Human Relations for terms expiring July 1, 1998 (referred to the committee November 1, 1995), begs leave to recommend that Your Honorable Body *Approve* the said reappointments which are transmitted herewith.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointments of Ms. Miriam G. Apter and Mr. Stanley Balzekas, Jr. as members of the Commission on Human Relations 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF MR. JULIAN E. KULAS AS MEMBER OF COMMISSION ON HUMAN RELATIONS.

The Committee on Human Relations submitted the following report:

CHICAGO, December 8, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor, reappointing Julian E. Kulas as a member of the Commission on Human Relations for a term expiring July 1, 1998 (referred to the committee November 1, 1995 and deferred in committee on November 21, 1995), begs leave to recommend that Your Honorable Body *Approve* the said reappointment which is transmitted herewith.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Julian E. Kulas as a

member of the Commission on Human Relations 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON AFRICAN AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, November 21, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee November 1, 1995), reappointing Birdy V. Haggerty-Francis, Gwendolyn Moreland and Nuro-deen Ademola Olowopopo to the Commission on Human Relations Advisory Council on African Affairs for terms expiring July 1, 1998, begs leave to recommend that Your Honorable Body *Approve* the said reappointments which are transmitted herewith.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointments of Ms. Birdy V. Haggerty-Francis, Ms. Gwendolyn Moreland and Mr. Nuro-deen Ademola Olowopopo as members of the Commission on Human Relations Advisory Council on African Affairs 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF MR. GREGORY B. NIMPSON AS MEMBER OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON AFRICAN AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, December 8, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee November 1, 1995 and deferred in committee on November 21, 1995), reappointing Gregory B. Nimpson to the Commission on Human Relations Advisory Council on African Affairs for a term expiring July 1, 1998, begs leave to recommend that Your Honorable Body *Approve* the said reappointment which is transmitted herewith.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Gregory B. Nimpson as a member of the Commission on 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF MR. SAED Y. RIHANI AND DR. MOHAMMED K. SALIH AS MEMBERS OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON ARAB AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, December 8, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to

the committee November 1, 1995), reappointing Saed Y. Rihani and Dr. Mohammed K. Salih to the Commission on Human Relations Advisory Council on Arab Affairs for terms expiring July 1, 1998, begs leave to recommend that Your Honorable Body *Approve* the said reappointments which are transmitted herewith.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointments of Mr. Saed Y. Rihani and Dr. Mohammed K. Salih as members of the Commission on Human Relations Advisory Council on Arab Affairs 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF MR. WILLIAM J. YOSHINO AS MEMBER OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON ASIAN AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, December 8, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee November 1, 1995), reappointing William J. Yoshino to the Commission on Human Relations Advisory Council on Asian Affairs for a term expiring July 1, 1998, begs leave to recommend that Your Honorable Body *Approve* the said reappointment which is transmitted herewith.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. William J. Yoshino as a member of the Commission on Human Relations Advisory Council on Asian 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

APPOINTMENT OF MS. CONNIE WILSON AS MEMBER OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON GAY AND LESBIAN ISSUES.

The Committee on Human Relations submitted the following report:

CHICAGO, November 21, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee October 2, 1995), appointing Connie Wilson to succeed Stephanie Stephens, whose term has expired, to the Commission on Human Relations Advisory Council on Gay and Lesbian Issues for a term expiring July 1, 1998, begs leave to recommend that Your Honorable Body *Approve* the said appointment which is transmitted herewith.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Connie Wilson as a member of the Commission on Human Relations Advisory Council on Gay and Lesbian Issues 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF MR. CATRINO G. DIAZ AS MEMBER OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON LATINO AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, December 8, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee November 1, 1995), reappointing Catrino G. Diaz to the Commission on Human Relations Advisory Council on Latino Affairs for a term expiring July 1, 1998, begs leave to recommend that Your Honorable Body *Approve* the said reappointment which is transmitted herewith.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Catrino G. Diaz as a member of the Commission on Human Relations Advisory Council on Latino 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF MR. KEITH V. AQUINA AND MR. ALBERT D. CHESSER AS MEMBERS OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON VETERANS' AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, November 21, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee November 1, 1995), reappointing Keith V. Aquina and Albert D. Chesser to the Commission on Human Relations Advisory Council on Veterans' Affairs for terms expiring July 1, 1998, begs leave to recommend that Your Honorable Body *Approve* the said reappointments which are transmitted herewith.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointments of Mr. Keith V. Aquina and Mr. Albert D. Chesser as members of the Commission on Human Relations Advisory Council on Veterans' Affairs 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF MR. LANE E. KNOX AND MR. THEODORE D. SAUNDERS AS MEMBERS OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON VETERANS' AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, December 8, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee November 1, 1995 and deferred in committee on November 21, 1995), reappointing Lane E. Knox and Theodore D. Saunders as members of the Commission on Human Relations Advisory Council on Veterans' Affairs for terms expiring July 1, 1998, begs leave to recommend that Your Honorable Body *Approve* the said reappointments which are transmitted herewith.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointments of Mr. Lane E. Knox and Mr. Theodore D. Saunders as members of the Commission on Human Relations

Advisory Council on Veterans' Affairs 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF MS. BARBARA L. ENGEL AND MS. HAZEL A. KING AS MEMBERS OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON WOMEN.

The Committee on Human Relations submitted the following report:

CHICAGO, December 8, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee November 1, 1995) reappointing Barbara L. Engel and Hazel A. King to the Commission on Human Relations Advisory Council on Women for the terms expiring July 1, 1998, begs leave to recommend that Your Honorable Body *Approve* the said reappointments which are transmitted herewith.

This recommendations was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointments of Ms. Barbara L. Engel and Ms. Hazel A. King as members of the Commission on Human Relations Advisory Council on Women 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

UNITED STATES CONGRESS URGED TO RECONSIDER CERTAIN PROVISIONS OF HOUSE RESOLUTION 2202 CONCERNING IMMIGRATION ISSUES.

The Committee on Human Relations submitted the following report:

CHICAGO, December 8, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a resolution by Alderman Patrick J. O'Connor (40th Ward) (referred to the committee November 8, 1995) urging the United States Congress to separate the issues of illegal immigration from those of legal immigration and to reconsider the proposed attacks on the family immigration provisions of the current immigration codes, and until such time as that happens, that we oppose House Resolution 2202 in its entirety, as it attempts to mix immigration issues and seeks to divide advocates of true immigration reform, begs leave to recommend that Your Honorable *Adopt* the said proposed resolution which is transmitted herewith.

This resolution was approved by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, House Resolution 2202, a bill dealing with various diverse aspects of this country's immigration procedures, is currently being considered on the floor of the House of Representatives; and

WHEREAS, A section of the bill, entitled "Title V. Reform Of Legal Immigration System", raises serious questions regarding family immigration, the reuniting of parents, adult children and siblings of American citizens and permanent residents of the United States by proposing to limit legal immigration in these categories by 30%; and

WHEREAS, The majority of the provisions of House Resolution 2202 concern illegal immigration, alien smuggling, document fraud, border enforcement, et cetera, and considering the topic of legal immigration in the same bill blurs and confuses disparate issues; and

WHEREAS, It appears that the proposal for family immigration elimination stems from unfounded worries and misguided beliefs. For example, the *Chicago Sun-Times* reported, on August 29th of this year, that the present number of immigrants and newcomers relative to the total population of the United States was 8.7% in 1994, compared to 14.7% in

1910, and in those years, immigration was virtually prohibited from Asian countries, a situation which was not rectified until 1969 -- 1970; and

WHEREAS, Family preference and other special provisions in our immigration laws, were designed to allow American citizens and legal permanent residents to "play catch up" -- to reunite families while strengthening our national commitment to family values and family unity; now, therefore,

Be It Resolved, That the City Council of the great City of Chicago, at its next regular meeting, reaffirm its commitment to equity and family unity by urging the United States Congress to separate the issues of illegal immigration from those of legal immigration and to reconsider the proposed attacks on the family immigration provisions of the current immigration codes, and until such time as that happens, that we oppose House Resolution 2202 in its entirety, as it attempts to mix immigration issues and seeks to divide advocates of true immigration reform.

COMMITTEE ON POLICE AND FIRE.

AMENDMENT OF TITLE 10, CHAPTER 8 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 526 AUTHORIZING CHICAGO POLICE OFFICERS TO ENFORCE RULES AND REGULATIONS OF CHICAGO TRANSIT AUTHORITY.

The Committee on Police and Fire submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Police and Fire held a meeting on Monday, November 20, 1995, and having had under consideration an ordinance introduced by Alderman Mary Ann Smith (48th Ward) to amend the Municipal Code of Chicago by adding a new Section 10-8-526 entitled "Enforcement of Chicago Transit Authority Ordinance, 95-59 -- Rules of Conduct", begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 10-8 of the Municipal Code of Chicago is hereby amended by adding a new Section 10-8-526, as follows:

10-8-526 Enforcement of Chicago Transit Authority Ordinance.

95-59 -- Rules Of Conduct.

(a) The members of the Chicago Police Department shall have authority to enforce the provisions of Chicago Transit Authority Ordinance No. 95-59 ("An Ordinance Establishing Rules of Conduct to Promote Safety and Welfare on Property Owned, Operated or Maintained by the Chicago Transit Authority"), as passed by the Chicago Transit Board on April 17, 1995.

(b) Any person who violates the above referenced ordinance shall be subject to a fine not to exceed $100.00.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AMENDMENT OF TITLE 15, CHAPTERS 4 AND 20 OF MUNICIPAL CODE OF CHICAGO BY REQUIRING WRITTEN ALDERMANIC CONSENT PRIOR TO ISSUANCE OF PERMITS FOR FIREWORKS DISPLAYS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 31, 1995) a proposed ordinance to amend Title 15, Section 15-4-550 of the Municipal Code, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Municipal Code of Chicago, Title 15, Section 15-4-550 be, and the same is hereby amended by deleting the language in brackets and adding the language in italics below to read as follows:

15-4-550 Fireworks.

The division marshall in charge of the bureau of fire prevention may, upon due application, issue a permit to a properly qualified person for giving a display of fireworks on privately owned property.[; provided, however,] *The applicant shall give written notice to the Alderman of the effected ward 10 days prior to the date of application for such permit. No permit shall be issued unless the applicant attaches written consent of the Alderman of the affected ward to the application.* [that t] *T*he written consent of the owner of such property shall *also* be filed with the bureau of fire prevention with said application. [; and provided further, that n] *N*o display of fireworks shall be permitted between the hours of 11:00 P.M. and 6:00 A.M. (prior code S 90-53).

SECTION 2. That the Municipal Code of the City of Chicago, Title 15, Section 15-20-240 be, and the same is hereby amended by adding the language in italics below to read as follows:

15-20-240 Display In Public Places.

The division marshall in charge of the bureau of fire prevention may, upon due application, issue a permit to a properly qualified person for giving a display of fireworks in the public parks or other public open places. *The applicant shall give written notice to the Alderman of the ward adjacent to the public park or other public open space 10 days prior to the date of application for such permit. No permit shall be issued unless the applicant attaches written consent of the Alderman of the affected ward to*

the application. Such permits shall impose such restrictions as in the opinion of the said division marshall may be necessary to safeguard life and property in each case.

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

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (August 2, September 13 and October 2, 1995) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

Establishment Of Loading Zones.

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

SECTION 1. That in accordance with the provisions of Title 9, Chapter 64, Section 160 of the Municipal Code of the City of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Ward	Location And Time
1	North Ashland Avenue (west side) from a point 85 feet north of West Huron Street, to a point 40 feet north thereof -- 8:00 A.M. to 9:00 P.M. (95-1352);
1	North Western Avenue (east side) from a point 145 feet north of West Augusta Boulevard, to a point 25 feet north thereof -- loading zone/tow-away zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (95-1357);
1	North Rockwell Street (west side) from a point 30 feet north of West Chicago Avenue, to a point 25 feet north thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday;

Ward	Location And Time
1	West Grand Avenue (north side) from a point 112 feet east of North Racine Avenue, to a point 20 feet east thereof -- 11:00 A.M. to 11:00 P.M. (95-1354);
15	West 63rd Street (south side) from a point 60 feet west of South Artesian Avenue, to a point 25 feet west thereof -- 9:00 A.M. to 12:00 Midnight (95-1212);
15	South Western Avenue (west side) from a point 200 feet south of West 68th Street, to a point 50 feet south thereof -- loading zone/tow-away zone -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday (95-1214);
22	South Homan Avenue (west side) from a point 112 feet south of West 26th Street, to a point 19 feet south thereof -- 6:00 A.M. to 2:00 P.M. -- Wednesday through Friday (95-1231);
30	North Milwaukee Avenue (east side) from a point 47 feet west of North Lawndale Avenue, to a point 20 feet west thereof -- loading zone -- 10:00 A.M. to 8:00 P.M. (95-1270);
31	West Palmer Street (north side) from a point 127 feet west of North Springfield Avenue, to a point 78 feet west thereof -- 6:00 A.M. to 8:00 P.M. -- Monday through Friday (95-1427);
33	West Irving Park Road (south side) from a point 61 feet east of North Sawyer Avenue, to a point 50 feet east thereof -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday (95-1280);

Ward	Location And Time
33	West Belmont Avenue (south side) from a point 30 feet south of West Belmont Avenue, to a point 25 feet south thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday (95-1430);
38	North Kildare Avenue (east side) from a point 150 feet south of West Irving Park Road, to a point 80 feet south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (95-1292);
40	West Rosemont Avenue (south side) from a point 170 feet east of North Clark Street, to a point 25 feet east thereof (handicapped) no exceptions (95-1449);
42	West Van Buren Street (south side) from a point 169 feet east of South Franklin Street, to a point 31 feet east thereof -- loading zone/tow-away zone -- 7:00 A.M. to 2:00 A.M. (95-1322);
42	West Hubbard Street (north side) from a point 70 feet east of North Dearborn Street, to a point 23 feet east thereof -- loading zone/tow-away zone -- 10:00 A.M. to 11:00 P.M. (95-1304);
42	West Taylor Street (north side) from a point 115 feet west of South May Street, to a point 25 feet west thereof -- loading zone/tow-away zone -- 9:00 A.M. to 10:00 P.M. (95-1458);

Ward	Location And Time
42	East Delaware Place (south side) from a point 55 feet west of North Mies Van Der Rohe Way, to a point 25 feet west thereof -- loading zone/tow-away zone -- 8:00 A.M. to 12:00 Midnight -- Monday through Saturday (95-1454);
42	West Randolph Street (north side) from a point 20 feet west of North State Street, to a point 25 feet west thereof -- loading zone/tow-away -- 9:00 A.M. to 3:00 P.M. -- Monday through Friday (95-1131);
43	North Wells Street (east side) from a point 96 feet south of North Lincoln Avenue, to a point 19 feet south thereof -- loading zone/tow-away zone -- 6:00 P.M. to 12:00 Midnight (95-1329);
43	West North Avenue (north side) from a point 75 feet east of North North Park Avenue, to a point 25 feet east thereof -- loading zone/tow-away zone -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday and 8:00 A.M. to 9:00 P.M. -- Saturday and Sunday (95-1327);
44	North Broadway (east side) from a point 150 feet north of West Diversey Parkway, to a point 40 feet north thereof -- loading zone/tow-away zone -- 5:00 P.M. to 12:00 Midnight -- Thursday, Friday and Saturday (95-1335);
44	West Oakdale Avenue (south side) from a point 90 feet west of North Commonwealth Avenue, to a point 30 feet east thereof -- loading zone/tow-away zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (95-1350);

Ward	Location And Time
47	North Lincoln Avenue (east side) from a point 333 feet south of West Lawrence Avenue, to a point 8 feet south thereof -- handicapped loading zone (95-1559).

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

Amendment Of Loading Zones.

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

SECTION 1. Repeal ordinance passed April 7, 1976 (Council Journal of Proceedings, page 2789) which reads:

> "West Peterson Avenue (south side) from a point 119 feet east of North Central Park Avenue, to a point 30 feet east thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday"

by striking the above (39th Ward) (95-1295).

SECTION 2. Amend ordinance passed November 30, 1994 (Council Journal of Proceedings, page 62722) which reads:

> "South Michigan Avenue (east side) from a point 25 feet north of East 14th Street, to a point 40 feet north thereof -- loading zone -- 9:00 A.M. to 2:00 A.M."

by striking:

> "loading zone -- 9:00 A.M. to 2:00 A.M."

and inserting:

> "loading zone/tow-away zone -- 9:00 A.M. to 3:00 A.M." (42nd Ward) (95-1312).

SECTION 3. Repeal ordinance passed September 22, 1988 (Council Journal of Proceedings, page 17801) which reads:

"North Wells Street (west side) from a point 55 feet north of West Illinois Street, to a point 60 feet north thereof"

by striking the above (42nd Ward) (95-1305).

SECTION 4. Amend ordinance passed September 12, 1990 (Council Journal of Proceedings, page 21041) which reads:

"West Armitage Avenue (south side) from a point 95 feet east of North Bissell Street, to a point 25 feet east thereof -- loading zone -- 6:00 P.M. to 12:00 Midnight"

by striking:

"loading zone -- 6:00 P.M. to 12:00 Midnight"

and inserting:

"loading zone/tow-away zone -- 9:00 A.M. to 12:00 Midnight" (43rd Ward) (95-1158).

SECTION 5. Amend ordinance passed June 14, 1995 (Council Journal of Proceedings, page 3141) which reads:

"West North Avenue (north side) from a point 60 feet east of North Sheffield Avenue, to a point 25 feet east thereof -- loading zone/tow-away zone -- 6:00 P.M. to 12:00 Midnight"

by striking:

"loading zone/tow-away zone -- 6:00 P.M. to 12:00 Midnight"

and inserting:

"loading zone/tow-away zone -- 11:00 A.M. to 2:00 A.M." (43rd Ward) (95-1461).

SECTION 6. Amend ordinance passed September 15, 1964 (Council Journal of Proceedings, page 5158) which reads:

"West Briar Place (south side) from a point 340 feet west of North Sheridan Road, to a point 25 feet thereof -- parking prohibited at all times"

by striking:

"parking prohibited at all times"

and inserting:

"loading zone/tow-away zone" (44th Ward) (95-1336).

SECTION 7. Repeal ordinance passed September 12, 1990 (Council Journal of Proceedings, page 21042) which reads:

"North Clark Street (west side) from a point 80 feet south of West Lunt Avenue, to a point 25 feet south thereof -- Monday through Saturday -- 9:00 A.M. to 9:00 P.M." (49th Ward) (95-1471).

SECTION 8. Repeal ordinance passed February 9, 1994 (Council Journal of Proceedings, page 45257) which reads:

"North Ashland Avenue (east side) from a point 73 feet north of West Jarvis Avenue, to a point 25 feet north thereof" (49th Ward) (95-1472).

SECTION 9. 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, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 13, August 2 and September 13, 1995) proposed ordinances to restrict and amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances transmitted 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

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 And Direction
7	East Cheltenham Place, from South Shore Drive to South Coles Avenue -- westerly (95-0970);
9	South LaSalle Street, from West 121st Street to West 119th Street -- northerly (95-0768);
14	The first east/west alley south of Pershing Road, between South California Avenue and West Pershing Road -- easterly (95-1205);
14	The first east/west alley south of West 65th Place, between South Spaulding Avenue and South Kedzie Avenue -- easterly (95-1204);
34	West 112th Street, from South Wentworth Avenue to South State Street -- easterly (95-1102);
41	North Nordica Avenue, from West Higgins Avenue to West Foster Avenue -- southerly (95-1302).

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 May 11, 1954 (Council Journal of Proceedings, page 5709) which reads:

"East Cheltenham Place, from East 79th Street to South South Shore Drive -- easterly"

by striking:

"South South Shore Drive"

and inserting:

"South Coles Avenue" (7th Ward) (95-0970).

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

ESTABLISHMENT OF PARKING METER AREA ON PORTION OF INTERMEDIATE NORTH STETSON AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 1995,

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred November 8, 1995 a proposed ordinance to install 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 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
42	Intermediate North Stetson Avenue (west side) between East South Water Street and East Wacker Drive -- two hour limit -- twenty-five cents for each fifteen minutes -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday.

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, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 14, July 13, August 2, September 13 and October 2, 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 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

Prohibition Of Parking At All Times.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location
18	South Central Park Avenue (east side) from a point 20 feet north of West Columbus Avenue, to the first alley north thereof;
18	West Columbus Avenue (north side) from a point 20 feet east of South Central Park Avenue, to a point 90 feet east thereof (95-1374).

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 1951 West Evergreen Avenue -- Handicapped Parking Permit 11876;
1	At 1221 North Rockwell Street -- Handicapped Parking Permit 12045;

Ward	Location
6	At 7305 South Indiana Avenue -- Handicapped Parking Permit 11749;
6	At 7244 South Prairie Avenue -- Handicapped Parking Permit 12049;
6	At 735 East 90th Place -- Handicapped Parking Permit 12050;
6	At 7347 South Indiana Avenue -- Handicapped Parking Permit 12052;
7	At 8503 South Exchange Avenue -- Handicapped Parking Permit 12055;
7	At 8628 South Marquette Avenue -- Handicapped Parking Permit 12057;
7	At 8126 South Brandon Avenue -- Handicapped Parking Permit 12058;
8	At 8323 South Luella Avenue -- Handicapped Parking Permit 11763;
8	At 9027 South Dobson Avenue -- Handicapped Parking Permit 11762;
8	At 9156 South Greenwood Avenue -- Handicapped Parking Permit 11764;
8	At 8305 South Maryland Avenue -- Handicapped Parking Permit 12060;

Ward	Location
8	At 8121 South Dorchester Avenue -- Handicapped Parking Permit 12061;
8	At 8108 South Kimbark Avenue -- Handicapped Parking Permit 12062;
8	At 7755 South Cornell Avenue -- Handicapped Parking Permit 12064;
8	At 8748 South Constance Avenue -- Handicapped Parking Permit 12065;
8	At 9843 South Ingleside Avenue -- Handicapped Parking Permit 12066;
8	At 7731 South Constance Avenue -- Handicapped Parking Permit 12068;
8	At 8642 South Euclid Avenue -- Handicapped Parking Permit 12069;
8	At 7942 South Dante Avenue -- Handicapped Parking Permit 12070;
8	At 9011 South Euclid Avenue -- Handicapped Parking Permit 12072;
8	At 8153 South Avalon Avenue -- Handicapped Parking Permit 12073;
8	At 7637 South Paxton Avenue -- Handicapped Parking Permit 12074;

Ward	Location
9	At 541 East 107th Street -- Handicapped Parking Permit 11878;
9	At 10736 South Prairie Avenue -- Handicapped Parking Permit 12075;
10	At 9041 South Brandon Avenue -- Handicapped Parking Permit 11769;
10	At 9844 South Avenue J -- Handicapped Parking Permit 11770;
10	At 10937 South Buffalo Avenue -- Handicapped Parking Permit 11881;
10	At 13224 South Carondolet Avenue -- Handicapped Parking Permit 11882;
10	At 10532 South Avenue M -- Handicapped Parking Permit 11883;
10	At 10631 South Avenue J -- Handicapped Parking Permit 11884;
10	At 10352 South Avenue G -- Handicapped Parking Permit 11885;
10	At 10350 South Avenue G -- Handicapped Parking Permit 11886;
10	At 10439 South Avenue N -- Handicapped Parking Permit 11888;

Ward	Location
10	At 9525 South Manistee Avenue -- Handicapped Parking Permit 11889;
11	At 3552 South Hoyne Avenue -- Handicapped Parking Permit 11894;
12	At 2418 West 25th Street -- Handicapped Parking Permit 11645;
12	At 2862 West 38th Street -- Handicapped Parking Permit 11649;
13	At 6127 South Kolin Avenue -- Handicapped Parking Permit 11897;
13	At 3733 West Pippin Street -- Handicapped Parking Permit 11898;
14	At 2230 West 50th Street -- Handicapped Parking Permit 11903;
14	At 5633 South Francisco Avenue -- Handicapped Parking Permit 11908;
14	At 5325 South Artesian Avenue -- Handicapped Parking Permit 11909;
14	At 3208 -- 3210 West 64th Place -- Handicapped Parking Permit 11910;
14	At 5624 South Mozart Street -- Handicapped Parking Permit 11911;

Ward	Location
14	At 3437 West 53rd Street -- Handicapped Parking Permit 11913;
14	At 5127 South Richmond Street -- Handicapped Parking Permit 11916;
15	At 5948 South Marshfield Avenue -- Handicapped Parking Permit 11917;
15	At 6350 South Artesian Avenue -- Handicapped Parking Permit 11918;
16	At 5427 South Seeley Avenue -- Handicapped Parking Permit 11921;
16	At 5738 South Morgan Avenue -- Handicapped Parking Permit 11922;
16	At 2129 West 49th Place -- Handicapped Parking Permit 11923;
17	At 1573 West 71st Place -- Handicapped Parking Permit 11791;
17	At 6531 South Sangamon Street -- Handicapped Parking Permit 11793;
17	At 7350 South Union Avenue -- Handicapped Parking Permit 11926;
17	At 8006 South Harvard Avenue -- Handicapped Parking Permit 11927;

Ward	Location
17	At 7352 South Stewart Avenue -- Handicapped Parking Permit 11928;
17	At 7340 South Stewart Avenue -- Handicapped Parking Permit 11929;
17	At 6735 South Justine Street -- Handicapped Parking Permit 11930;
17	At 7821 South Marshfield Avenue -- Handicapped Parking Permit 11931;
18	At 7606 South Winchester Avenue -- Handicapped Parking Permit 11933;
21	At 8026 South Aberdeen Street -- Handicapped Parking Permit 11807;
21	At 8211 South Morgan Street -- Handicapped Parking Permit 11673;
21	At 1058 West 93rd Street -- Handicapped Parking Permit 11801;
21	At 10132 South May Street -- Handicapped Parking Permit 11802;
21	At 10816 South Beverly Avenue -- Handicapped Parking Permit 11934;
21	At 322 West 90th Place -- Handicapped Parking Permit 11935;

Ward	Location
21	At 1045 West 92nd Place -- Handicapped Parking Permit 11936;
21	At 8507 South Wallace Street -- Handicapped Parking Permit 11937;
21	At 9139 South Laflin Street -- Handicapped Parking Permit 11939;
21	At 1048 West 92nd Street -- Handicapped Parking Permit 11943;
21	At 865 West 86th Place -- Handicapped Parking Permit 11944;
21	At 1155 West 111th Place -- Handicapped Parking Permit 11945;
22	At 4507 South Lawler Avenue -- Handicapped Parking Permit 11947;
22	At 2247 South Hamlin Avenue -- Handicapped Parking Permit 11951;
22	At 2241 South Kildare Avenue -- Handicapped Parking Permit 11949;
24	At 3927 West Lexington Street -- Handicapped Parking Permit 11818;
24	At 2102 South Drake Avenue -- Handicapped Parking Permit 11953;

Ward	Location
24	At 1815 South Troy Street -- Handicapped Parking Permit 11954;
24	At 4111 West Grenshaw Street -- Handicapped Parking Permit 11952;
24	At 1912 South Ridgeway Avenue -- Handicapped Parking Permit 11956;
25	At 2244 South Leavitt Street -- Handicapped Parking Permit 11958;
27	At 1014 North Trumbull Avenue -- Handicapped Parking Permit 11826;
29	At 1034 South Monitor Avenue -- Handicapped Parking Permit 11833;
29	At 1800 North Luna Avenue -- Handicapped Parking Permit 11968;
29	At 1412 North Menard Avenue -- Handicapped Parking Permit 11962;
29	At 1539 North Menard Avenue -- Handicapped Parking Permit 11963;
29	At 117 South Parkside Avenue -- Handicapped Parking Permit 11965;
31	At 2110 North Lavergne Avenue -- Handicapped Parking Permit 11974;

Ward	Location
31	At 2041 North LaCrosse Avenue -- Handicapped Parking Permit 11975;
31	At 2107 North Kedvale Avenue -- Handicapped Parking Permit 11976;
33	At 4245 North Bernard Street -- Handicapped Parking Permit 11979;
33	At 3638 North Kimball Avenue -- Handicapped Parking Permit 11980;
34	At 36 West 103rd Place -- Handicapped Parking Permit 11988;
34	At 120 West 110th Place -- Handicapped Parking Permit 11718;
34	At 49 West 108th Street -- Handicapped Parking Permit 11840;
34	At 9915 South Sangamon Street -- Handicapped Parking Permit 11983;
34	At 1142 West 115th Street -- Handicapped Parking Permit 11985;
34	At 12033 South Princeton Avenue -- Handicapped Parking Permit 11986;
34	At 309 West 107th Place -- Handicapped Parking Permit 11989;

Ward	Location
34	At 10627 South Emerald Avenue -- Handicapped Parking Permit 12042;
37	At 4241 West Potomac Avenue -- Handicapped Parking Permit 11994;
37	At 1040 North Leclaire Avenue -- Handicapped Parking Permit 11995;
37	At 5155 West Crystal Street -- Handicapped Parking Permit 11996;
37	At 414 North Lavergne Avenue -- Handicapped Parking Permit 11997;
37	At 129 North Long Avenue -- Handicapped Parking Permit 11999;
37	At 156 North Lockwood Avenue -- Handicapped Parking Permit 12000;
37	At 5514 West Iowa Street -- Handicapped Parking Permit 12001;
37	At 1629 North Luna Avenue -- Handicapped Parking Permit 12002;
39	At 4857 North Avers Avenue -- Handicapped Parking Permit 12005;
39	At 3817 West Ainslie Street -- Handicapped Parking Permit 12006;

Ward	Location
40	At 2934 West Summerdale Avenue -- handicapped permit parking;
42	At 907 South Carpenter Street -- Handicapped Parking Permit 12010;
42	At 901 North Wabash Avenue (north of main entrance canopy) 2% handicapped parking -- at all times;
45	At 4835 North Meade Avenue -- Handicapped Parking Permit 12015;
46	At 652 West Gordon Terrace -- Handicapped Parking Permit 12018;
48	At 1529 West Norwood Street -- Handicapped Parking Permit 12024;
49	At 7501 North Seeley Avenue -- Handicapped Parking Permit 12026;
49	At 1421 West Farwell Avenue -- Handicapped Parking Permit 12031;
49	At 7501 North Seeley Avenue -- Handicapped Parking Permit 12032;
50	At 6719 North Seeley Avenue -- Handicapped Parking Permit 12039;
50	At 6443 North Seeley Avenue -- Handicapped Parking Permit 12041.

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 March 10, 1964 (Council Journal of Proceedings, page 2282) which reads:

"South Evans Avenue (east side) from a point 127 feet south of East 93rd Street, to a point 50 feet thereof -- parking prohibited at anytime" (6th Ward) (95-0764).

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. Relocate from 1308 West Ohio Street to 1237 West Ohio Street -- Handicapped Parking Permit 12043 (1st Ward).

SECTION 2. Relocate from 815 West Agatite Avenue to 12646 South Stewart Avenue -- Handicapped Parking Permit 11877 (9th Ward).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 089 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Ward	Location And Time
6	South Evans Avenue (east side) from a point 127 feet south of East 93rd Street, to a point 50 feet south thereof -- 9:00 A.M. to 2:00 P.M. -- Sunday (95-0764);
18	South Lawndale Avenue (east side) from West 84th Place to West 85th Street -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday (95-1377).

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

Amendment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Amend ordinance passed November 6, 1991 (Council Journal of Proceedings, page 7269) which reads:

"South Michigan Avenue (both sides) from East 115th Street to East 119th Street -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday"

by striking:

"East Kensington Avenue to East 117th Street" (9th Ward) (95-0981).

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

Limitation Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Ward	Location, Distance And Time
14	West 51st Street (south side) from a point 162 feet east of South St. Louis Avenue, to a point 25 feet east thereof -- two hours -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday (95-1206);
27	North Racine Avenue (west side) from a point 20 feet south of West Grand Avenue, to a point 45 feet south thereof -- two hours -- 10:00 A.M. to 12:00 Midnight -- Monday through Saturday (95-1258);
45	North Milwaukee Avenue (east side) from West Foster Avenue to a point 125 feet west thereof -- two hours -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday (95-1463);
47	North Western Avenue (both sides) from West Berteau Avenue to West Hutchinson Avenue -- two hours -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday (95-1469).

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

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Amend ordinance related to West Patterson Avenue, from the first alley west of North Cicero Avenue to North Lamon Avenue, by striking:

"6:00 A.M. to 6:00 P.M."

and inserting:

"6:00 P.M. to 6:00 A.M." (Zone 48).

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

Designation Of Service Drives/Diagonal Parking.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as service drives/diagonal parking for the following locations:

Ward	Location
10	East 89th Street (both sides) between South Exchange Avenue and South Houston Avenue (95-1198);

Ward	Location
27	At 1381 West Hubbard Street (parking to be on North Noble Street -- west side of street) (95-1250);
30	West School Street (both sides) from North Pulaski Road to the first alley east thereof (95-1268);
35	West Altgeld Street (south side) from St. Louis Avenue to the first alley east thereof (95-1436).

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

ESTABLISHMENT OF SPEED LIMITATION ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (August 2 and September 13, 1995) proposed orders to establish speed limitations, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 12, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the street or other public way designated within the limits specified:

Ward	Location And Speed
22	South Kostner Avenue, from West 16th Street to West 31st Street -- 25 miles per hour (95-0953);
35	West Belden Avenue, from North Sacramento Avenue to North Milwaukee Avenue -- 25 miles per hour (95-1284).

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

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 13, September 13 and October 2, 1995) proposed ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

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

Nays -- None.

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

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

Establishment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones; between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
9	South Michigan Avenue (both sides) from East Kensington Avenue to East 117th Street -- no stopping, standing, or parking -- tow-away zone -- at all times (95-0981);
12	South Oakley Avenue (east side) from West 49th Street to West 48th Street -- at all times (95-1200);
19	West 100th Street (north side) from South Western Avenue to the first alley east thereof (95-1224);
28	West Congress Parkway (north side) from a point 85 feet east of South St. Louis Avenue, to a point 205 feet east thereof -- at all times (95-1417);
38	West Irving Park Road (south side) from a point 95 feet east of North Menard Avenue, to a point 25 feet east thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes (95-1293);

Ward	Location
42	East Ontario Street (north sides) from a point 20 feet west of North Lake Shore Drive (local) to North McClurg Court -- 7:00 A.M. to 9:30 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday (95-1325);
42	East Pearson Street (south side) from a point 30 feet west of North Wabash Avenue, to a point 100 feet west thereof -- no parking bus stand/tow-away zone (95-1152);
42	West Ontario Street (north side) from a point 20 feet west of North Clark Street, to a point 25 feet thereof -- tow-away/loading zone -- 10:30 A.M. to 4:00 P.M. and 6:00 P.M. to 2:00 A.M. -- Monday through Friday (95-1307);
42	North Wells Street (east side) from a point 105 feet south of West Lake Street, to a point 15 feet south thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes (95-1460).

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

Repeal Of Traffic Lane Tow-Away Zone.
(Street Cleaning)

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

SECTION 1. Repeal ordinance passed March 26, 1993 (Council Journal of Proceedings, page 30383) which reads:

"North Astor Street (east side) from East Division Street to East Goethe Street -- Wednesday -- 9:00 A.M. to 1:00 P.M. -- April 15 to November 15 -- street cleaning/tow-away zone and North Astor Street (west side) from East Division Street to East Goethe Street -- Tuesday -- 9:00 A.M. to 1:00 P.M. -- April 15 to November 15 -- street cleaning/tow-away zone"

by striking the above (42nd Ward) (95-1141).

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

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING SIGNS AND TRAFFIC CONTROL SIGNALS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 13, August 2, September 13 and October 2, 1995) a proposed ordinance and proposed orders to erect traffic warning signs and signals, 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 vote.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances and proposed 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Said ordinances 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 signs on the following streets of the type specified:

Ward	Type Of Sign And Location
2	"All-Way Stop" sign, at South Federal Street and West 14th Street (95-1358);
6	"All-Way Stop" sign, at South Michigan Avenue and East 80th Street (95-1191);
6	"Stop" sign, stopping South Forest Avenue for East 97th Street (95-1190);
8	"Stop" sign, stopping East 80th Street for South Paxton Avenue (95-1192);

Ward	Type Of Sign And Location
13	"Two-Way Stop" sign, stopping South Springfield Avenue for West 76th Place (95-0987);
13	"All-Way Stop" sign, at South Springfield Avenue and West 64th Street (95-1202);
13	"Two-Way Stop" sign, stopping West 60th Street for South Knox Avenue (95-0986);
15	"Two-Way Stop" sign, stopping West 66th Street for South Winchester Avenue (95-1209);
15	"Two-Way Stop" sign, stopping South Winchester Avenue for West 56th Street (95-1208);
16	"Three-Way Stop" sign, at West 53rd Street and South Loomis Street (95-1370);
16	"Stop" sign, stopping north/ southbound traffic at South Morgan Street and West 56th Street (95-1369);
17	"Two-Way Stop" sign, stopping South Sangamon Street for West 65th Street (95-0949);
18	"Two-Way Stop" sign, stopping West 85th Street for South Kilbourn Avenue (95-1008);
23	"All-Way Stop" sign, at South Mayfield Avenue and West 53rd Street (95-1024);

Ward	Type Of Sign And Location
28	"All-Way Stop" sign, at North Springfield Avenue and West Wilcox Street (95-1418);
29	"One-Way Stop" sign, stopping South Lockwood Avenue for West Flournoy Street (95-1265);
29	"One-Way Stop" sign, stopping South Lotus Avenue for West Flournoy Street (95-1266);
29	"Stop" sign, stopping southbound traffic on North Menard Avenue at West Rice Street (95-1264);
29	"Stop" sign, stopping southbound traffic on North Menard Avenue at West Walton Street (95-1263);
30	"All-Way Stop" sign, at North Knox Avenue and West Roscoe Street (95-1269);
33	"All-Way Stop" sign, at West Grace Street and North Drake Avenue (95-1431);
35	"One-Way Stop" sign, stopping North St. Louis Avenue for West Schubert Avenue (95-1437);
39	"One-Way Stop" sign, stopping North Bernard Street for West Thorndale Avenue (95-1296);
39	"Two-Way Stop" sign, stopping North Kostner Avenue for West Hollywood Avenue (95-1297);
40	"One-Way Stop" sign, stopping West Norwood Avenue for North Hamilton Avenue (95-1451);

Ward	Type Of Sign And Location
40	"All-Way Stop" sign, at North Hoyne Avenue and West Norwood Avenue (95-1450);
42	West Jackson Boulevard (west side of Jackson Boulevard bridge) just east of South Canal Street -- at all times -- traffic signal and crosswalk system -- also until funds are available for automatic signals, install "One-Way Stop" signs;
46	"No Turns" sign on north/south alley between North Beacon Street and North Malden Street at West Sunnyside Mall (95-1340);
46	"No Turns" sign on north/south alley between North Magnolia Avenue and North Malden Street at Sunnyside Mall (95-1341);
47	"One-Way Stop" sign, stopping West Belle Plaine Avenue for North Ravenswood Avenue (95-1345);
50	"Stop" sign, stopping North Campbell Avenue for West Arthur Avenue (95-1351);
50	"One-Way Stop" sign, stopping North Claremont Avenue for West Birchwood Avenue (95-1473).

Installation Of "Closed To Traffic" Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install "Closed To Traffic" signs, at the below listed locations:

Ward	Location And Time
18	In the 7600 block of South Wolcott Avenue -- 8:45 A.M. to 9:15 A.M. and 2:15 P.M. to 2:45 P.M. -- on all school days during 1995 -- 1996 school year;
22	South Komensky Avenue, from 2800 south to 3000 south -- 8:45 A.M. to 9:45 A.M. and 2:15 P.M. to 2:45 P.M. -- on all school days -- the school is responsible for traffic control devices (95-1393);
22	South Lawndale Avenue, from West Cermak Road to West 23rd Street -- 8:45 A.M. to 9:45 A.M. and 2:15 P.M. to 2:45 P.M. -- on all school days -- the school is responsible for traffic control devices (95-1393);
22	South Millard Avenue, from 2300 to 2400 -- 8:45 A.M. to 9:45 A.M. and 2:15 P.M. to 2:45 P.M. -- on all school days -- the school is responsible for traffic control devices (95-1391);
22	West 30th Street, from 3700 to 3800 -- 8:45 A.M. to 9:45 A.M. and 2:25 P.M. to 2:45 P.M. -- on all school days -- the school is responsible for traffic control devices (95-1390);

Ward	Location And Time
38	West Warwick Avenue and West Grace Street, between North Laramie Avenue and North Lockwood Avenue -- 8:40 A.M. to 9:00 A.M., and 2:15 P.M. to 2:35 P.M. -- for school purposes during 1995 -- 1996 school year (95-1446).

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

Installation Of "U Turn Permitted" 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 "U Turn Permitted" signs at the below listed location:

Ward	Location
39	"U Turn Permitted" signs, at West Devon Avenue and North Ridgeway Avenue (westbound) 95-1448.

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

ESTABLISHMENT OF WEIGHT LIMITATION ON PORTION OF SOUTH KILPATRICK AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 2, 1995) proposed ordinances to establish the allowable weight limit for trucks and commercial vehicles on portions of designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 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
28	South Kilpatrick Avenue, from West Madison Street to West Jackson Boulevard -- five tons.

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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, December 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 on July 13, August 2, September 13 and October 2, 1995) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
14	At 3200 -- 3208 West 64th Place. Corner clearance. No City Council action necessary for corner clearance signs. Requested sign will be posted (95-1365).

Parking Prohibited At All Times -- Handicapped:

Ward	Location
29	At 2309 North Marmora Avenue. Applicant no longer needs.

Parking Prohibited During Specified Hours:

Ward	Location
19	West 110th Place (north side) between South Oakley Avenue and South Western Avenue -- school days -- 8:00 A.M. to 4:00 P.M. -- except school buses. Request withdrawn by requestor (95-1229);

Ward	Location
35	West Lyndale Street, at a point 20 feet west of North California Avenue -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday. No City Council action necessary for the installation of "No Parking/Tow-Away Zone" alley clearance signs. Requested signs will be posted;
49	In the 6400 and 6500 blocks of North Sheridan Road (east side) 4:00 P.M. to 6:00 P.M. -- Monday through Friday. Duplicate proposal. Previously passed July 8, 1952 (Council Journal of Proceedings, page 137) (95-1470).

Parking Limited:

Ward	Location
45	At 5205 North Milwaukee Avenue -- two hours -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday. Duplicate proposal. Previously recommended on proposal dated October 2, 1995 (95-1464);
45	At 5207 North Milwaukee Avenue -- two hours -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday. Duplicate proposal. Previously recommended on proposal dated October 2, 1995.

Loading Zones:

Ward	Location
27	At 822 West Washington Boulevard -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday. Duplicate proposal. Previously recommended on proposal dated July 13, 1995 (95-1248);
30	At 4149 West Belmont Avenue -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday. Requestor withdrew request (95-1424);
32	At 1749 North Winchester Avenue (12 feet north and 12 feet south of the fence opening) 6:00 A.M. to 12:00 Midnight -- Monday through Saturday. 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 (95-1279);
35	At 2623 North Hamlin Avenue -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday. No City Council action necessary for the installation of alley clearance signs. Requested signs will be posted (95-1282);
42	At 1050 North State Street -- 10:00 A.M. to 5:00 A.M.. Request withdrawn by requestor (95-1320);
42	At 65 East Harrison Street -- at all times. Request withdrawn by requestor (95-1318).

Close To Traffic:

Ward	Location
22	Between 3700 and 3800 West 30th Street -- 7:30 A.M. to 8:15 A.M. and 1:45 P.M. to 2:15 P.M. -- on all school days. Request withdrawn (95-1389).

Miscellaneous Signs:

Ward	Location
35	At Armitage Business Corridor, from North Fairfield Avenue to North Hamlin Avenue -- "No Drinking/ No Loitering" signs. No City Council action necessary for the installation of "No Drinking" signs. Requested signs will be posted (95-1281);
35	At 2817 West Belden Avenue, at corner of North Milwaukee Avenue and West Belden Avenue (alley) -- "Do Not Enter" signs. No City Council action necessary for the installation of "Do Not Enter" signs. Requested signs will be posted (95-1285);
36	West Addison Street at North Normandy Avenue -- "Do Not Enter" signs. No City Council action necessary for the installation of "Do Not Enter" signs. Signs will be posted (95-1441);

Ward	Location
37	In the 1100 block of North Lavergne Avenue -- "No Loitering/ Stopping/Standing" signs -- at all times. No loitering restriction is covered under City Code MCC 8-4-015. Signs will be posted (95-1115).

Single Direction:

Ward	Location
38	North Kostner Avenue, from West Irving Park Road to West Berteau Avenue -- northerly. Traffic engineering survey indicates proposed one-way change would result in a hazardous situation (95-1442).

Speed Limitations:

Ward	Location
18	In the 8300 block of South Morgan Street -- 25 miles per hour. Request withdrawn (95-1004);
22	South Pulaski Road, from West Cermak Road to West 33rd Street -- 25 miles per hour. Against City policy to post non-standard speed limitations on primary arterial streets (95-0952).

Tow-Away Zones:

Ward	Location
27	In the 600 and 700 blocks of West Ohio Street -- at all times. Duplicate proposal. Previously recommended on proposal dated August 2, 1995 (95-1252);
27	At 1414 North Wells Street (at either side of driveway) at all times -- no exceptions. 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 (95-1407);
36	Northeast corner of West Belmont Avenue and North Rutherford Avenue -- "No Parking Here To Corner" sign. No City Council action necessary for the installation of "No Parking Tow-Away Zone" corner clearance signs. Requested signs will be posted (95-1440);
42	At 220 East Chicago Avenue (alongside North Mies van der Rohe Way side of the building) fifteen minutes standing zone. Unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes -- all days. Request withdrawn by requester (95-1452);

Ward	Location
49	West Jarvis Avenue, from North Ashland Avenue to North Greenview Avenue (north side) Mondays and Wednesdays and (south side) Tuesdays and Thursdays -- 7:00 A.M. to 9:00 A.M. -- street cleaning signs -- April 1 to November 15. No City Council action necessary for the installation of street cleaning signs. Signs will be installed under City Traffic Code 9-64-040 (95-1474).

Traffic Warning Signs And Signals:

Ward	Location
11	"Stop" signs, at the intersection of South Damen Avenue and West 36th Street, stopping northbound and southbound traffic. South Damen 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 (95-1361);
25	"Two-Way Stop" signs, for north and southbound traffic at the intersection of West 16th Street and South Blue Island Avenue. South Blue Island 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 (95-1048);

Ward	Location
27	"Two-Way Stop" signs, on North Orleans Street at the intersection of North Lotus Avenue. No such location. North Orleans Street and North Lotus Avenue do not intersect (95-1413);
27	"Four-Way Stop" signs, at West Locust Avenue and North Orleans Street. North Orleans 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 (95-1415);
34	"Stop" signs, at north/southbound traffic on South State Street at 116th Street. South State 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 (95-1432);
34	"Four-Way Stop" signs, at West 103rd Street and South Princeton Avenue. West 103rd Street is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (95-1434);
34	"Four-Way Stop" signs, at West 109th Street and South Normal Avenue. A "Two-Way Stop" sign was installed within the last year. There is insufficient data to evaluate the need for an "All-Way Stop" sign (95-0922);

Ward	Location
34	"Stop" sign, stopping north/ southbound traffic on South Wentworth Avenue at West 104th Street. South Wentworth 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 (95-1433);
35	"Stop" sign, at southeast side of North Kimball Avenue and on the northwest side of North Kimball Avenue. North Kimball 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 (95-1044);
44	"Stop" sign, stopping east/west bound traffic on West Belmont Avenue at North Seminary 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 (95-1330);
44	"Three-Way Stop" signs, at West Wolfram Street and North Sheffield Avenue. North Sheffield Avenue is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (95-1331);

Ward	Location
45	"Stop" signs, at southwest and northeast corners of North Keeler Avenue and North Elston Avenue. North Elston 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 (95-1337);
48	"Stop" signs, stopping north/ southbound traffic on North Marine Drive at West Carmen Avenue. North Marine Drive is a federal aid route. "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (95-1348).

Weight Limitations:

Ward	Location
38	In the 4000 block of North Major Avenue -- five tons. Duplicate proposal. Previously passed July 12, 1974 (Council Journal of Proceedings, page 8591). Signs will be posted (95-1443).

Amend Parking Prohibited At All Times:

Ward	Location
44	Repeal parking prohibited at all times at West Briar Place (south side) from a point 340 feet west of North Sheridan Road, to a point 25 feet west thereof. Duplicate proposal. Previously recommended on proposal dated September 13, 1995.

Amend Parking Prohibited At All Times -- Handicapped:

Ward	Location
42	Amend handicapped parking located at 1 West Monroe Street, by striking: "at all times" and inserting: "except for one hour handicapped". Time prohibited for handicapped parking against City policy (95-1144).

Amend Loading Zone:

Ward	Location
27	Amend "Loading Zone At All Times" signs, located at 1200 West Monroe Street, by striking: "Loading Zone At All Times" and inserting: "Loading Zone/Tow-Away Zone -- 8:00 A.M. To 7:00 P.M.". Duplicate proposal. Previously recommended on proposal dated June 14, 1995.

Amend Single Direction:

Ward	Location
1	Amend single direction on North Rockwell Street, between West Chicago Avenue and West Iowa Street, by striking: "West Chicago Avenue" and inserting: "West Rice Street". Duplicate proposal. Previously recommended on proposal dated September 14, 1994 (95-1188).

Amend Municipal Code:

Ward	Location
15	Amend 9-52-080 -- headlamps, reflectors and brakes (wheelchairs), by adding the following: "(c) all wheelchairs used upon the public way shall be equipped with wheels which have reflectors capable of reflecting the head lamp beams of an approaching motor vehicle back to the operator of such vehicle at distances of up to 200 feet". Legislation is not appropriate under Title 9 of Municipal Code (95-1207);
28	Amend 9-64-050(a) -- parking restrictions/handicapped parking, by adding the language in italics as follows: curb markings: (a) The Commissioner of Transportation, subject to the approval of the City Council, is authorized to erect signs on any residential street in an R1, R2, R3, R4 or R5 District to prohibit parking except for vehicles dis-playing a handicapped or disabled veterans state registration plate or a handicapped parking decal or device issued pursuant to Section 3-616 or Section 11-1201.2 of the Illinois Vehicle Code, *and to mark the spaces resulting from the placement of such signs by painting the curb between signs with blue paint designating that such spaces are handicapped parking spaces.* The parking administrator to determine the specific times and days. Department of Transportation does not have the resources to install and properly maintain additional paint markings (95-1421).

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 6, 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 November 8 and 15, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

Broadacre Management Company.

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

SECTION 1. Permission and authority are hereby given and granted to Broadacre Management Company, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a triple compartment grease basin in the existing sidewalk adjacent to the premises known as 474 North Lake Shore Drive for a period of five (5) years from and after December 14, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable

under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than 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.

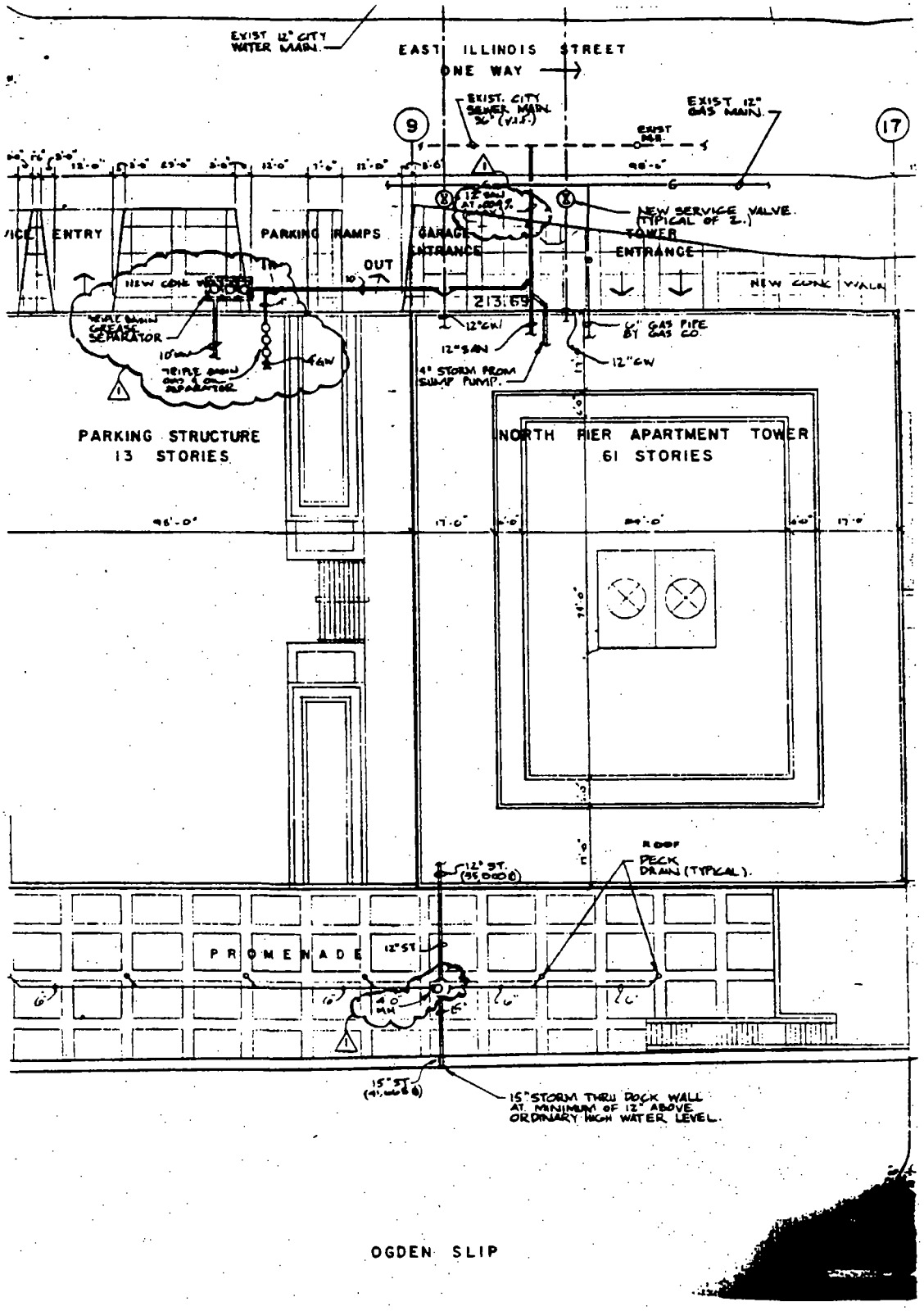
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 13906 of this Journal.]

Ordinance associated with this drawing printed on pages 13903 through 13905 of this Journal.



Gendex/Universal Imaging.

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

SECTION 1. Permission and authority are hereby given and granted to Gendex/Universal Imaging, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a control manhole adjacent to the premises located at 4014 West Grand Avenue. Said manhole shall be twenty-four (24) feet in length, twenty-four (24) feet in width and eight (8) feet in depth and shall be located on the public right-of-way on the west side of North Pulaski Road. Said manhole is to be used for sampling of discharge water. 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 13910 of this Journal.]

Lake & Wells Parking Venture.

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

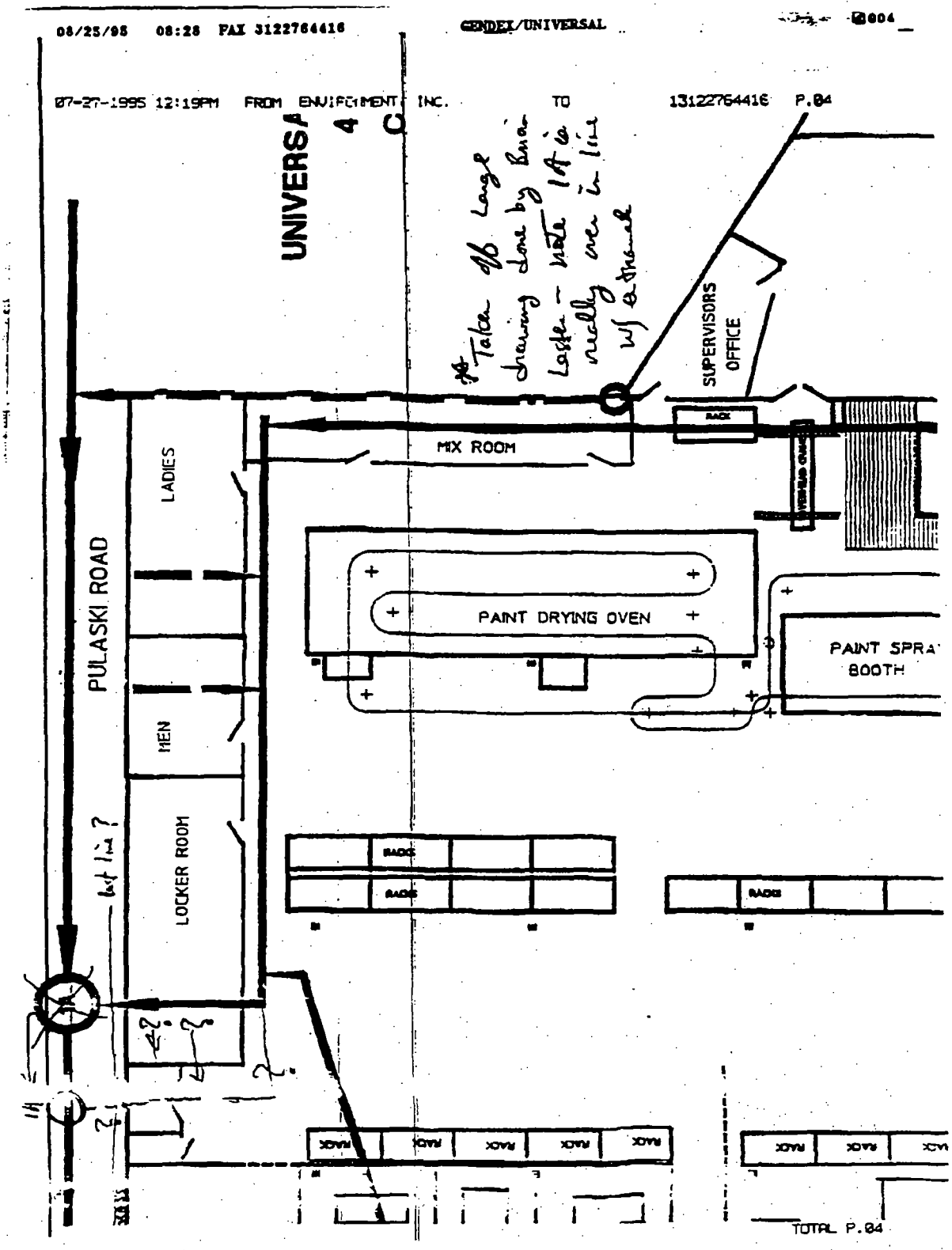
SECTION 1. Permission and authority are hereby given and granted to Lake & Wells Parking Venture, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed twelve (12) caisson bells adjacent to the premises located at 177 North Wells Street described as follows:

West Couch Place

Two (2) caisson bells at a depth of seventy (70) feet.

(Continued on page 13911)

Ordinance associated with this drawing printed on pages 13907 through 13909 of this Journal.



(Continued from page 13909)

North Wells Street

Ten (10) caisson bells at a depth of seventy (70) feet.

Total area being used approximately 188.28 square feet of space. Authority herein granted shall be for a period of five (5) years from and after December 20, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Two and no/100 Dollars ($302.00) 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 13914 of this Journal.]

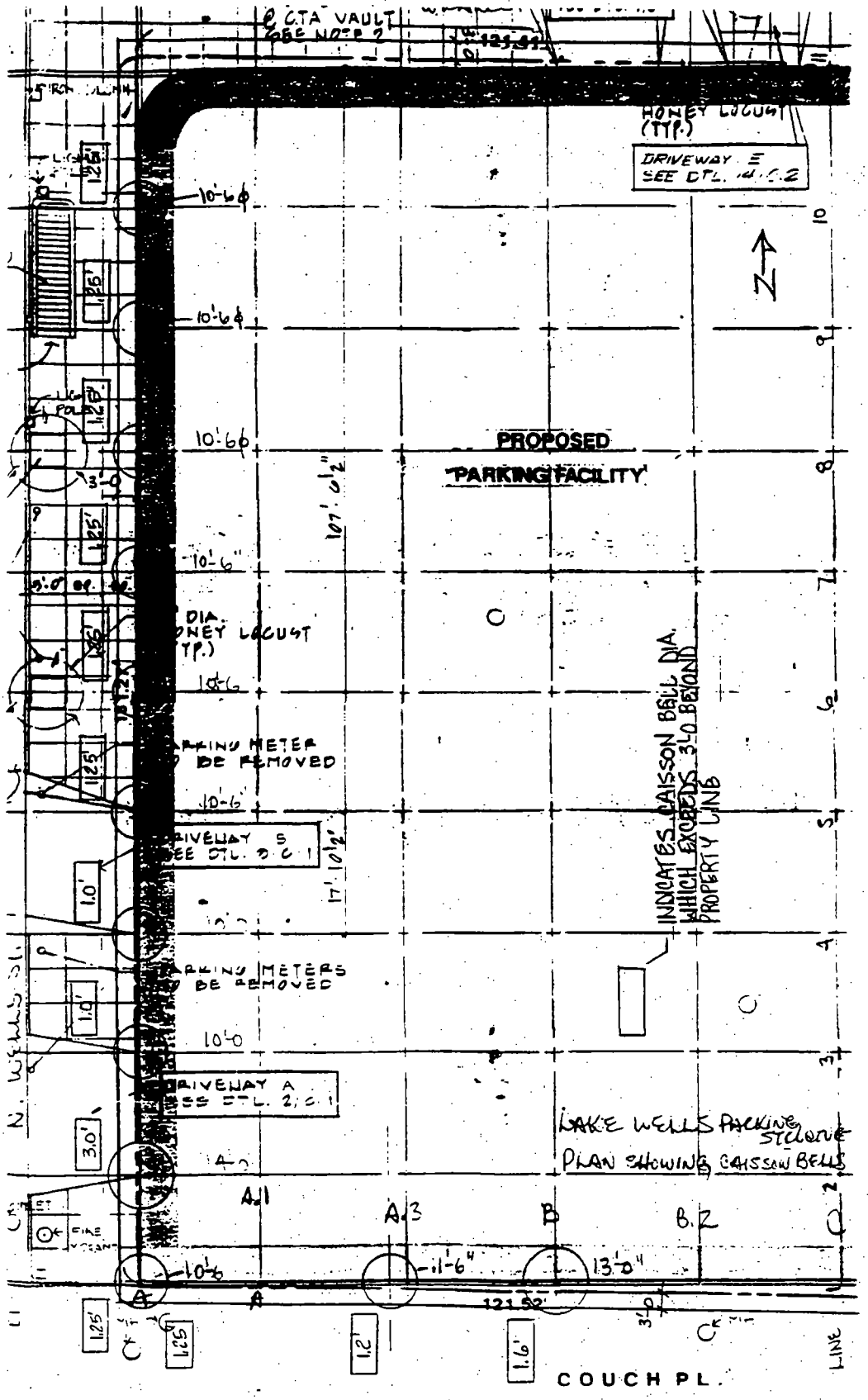
Old Colony Building.

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

SECTION 1. Permission and authority are hereby given and granted to Old Colony Building, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) vaults adjacent to the premises known as 407 South Dearborn Street. Vault Number 1 is one hundred sixty-one (161) feet in length and fifteen (15) feet in width, Vault Number 2 is ninety-eight (98) feet in length and fourteen (14) feet in width, and Vault Number 3 is one hundred sixty-three (163) feet in length and sixteen (16) feet in width, for a total of six thousand three hundred ninety-five (6,395) square feet for all three (3) vaults. Vaulted space is to be used for storage. Authority herein given and granted shall be for a period of five (5) years from and after October 30, 1992.

(Continued on page 13914)

Ordinance associated with this drawing printed on pages 13909 through 13913 of this Journal.



(Continued from page 13913)

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 Thousand One Hundred Thirty-nine and no/100 Dollars ($6,139.00) 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 omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Our Lady Of The Resurrection Medical Center.

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

SECTION 1. Permission and authority are hereby given and granted to Our Lady of the Resurrection Medical Center, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed three (3) sample basins in the public way adjacent to the building located at 5645 West Addison Street. Two (2) basins shall be located on West Addison Street and one (1) basin on North Central Avenue for a period of five (5) years from and after December 23, 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 Nine Hundred and no/100 Dollars ($900.00) 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.

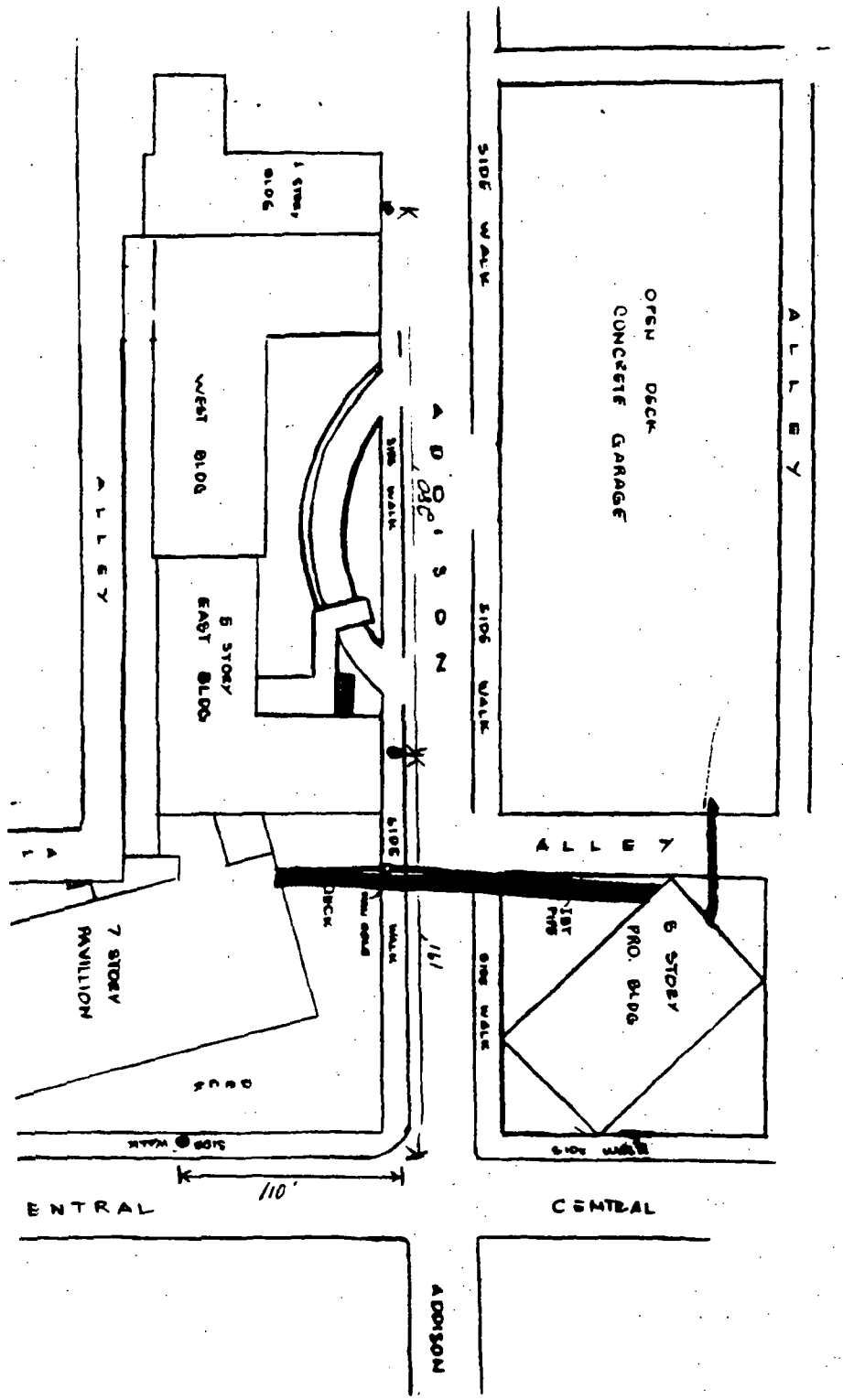
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 13920 of this Journal.]

Ordinance associated with this drawing printed on pages 13917 through 13919 of this Journal.



Park Hyatt Hotel.

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

SECTION 1. Permission and authority are hereby given and granted to Park Hyatt Hotel, upon the terms and subject to the conditions of this ordinance, to maintain and use a vaulted sidewalk space under the public way adjacent to its premises located at 800 North Michigan Avenue and described as follows: under and along North Michigan Avenue said vault shall run a total length of one hundred fifty-four (154) feet, at a width of nineteen (19) feet, and at a height of ten (10) feet. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Thousand Four Hundred Twenty-seven and no/100 Dollars ($8,427.00) 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 13924 of this Journal.]

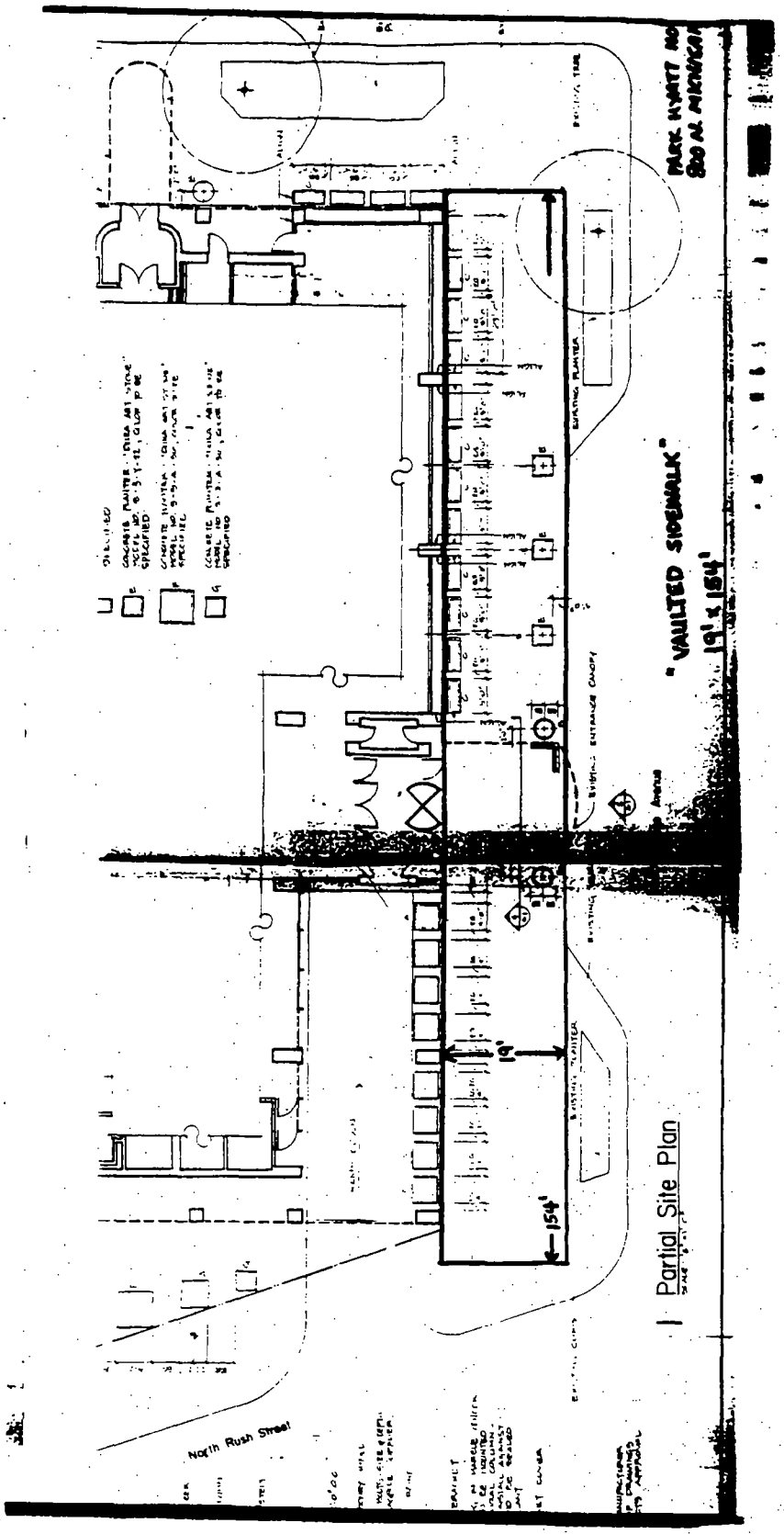
The Sisters Of Saint Casimir Of Chicago Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to The Sisters of Saint Casimir of Chicago Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a tunnel containing an eight (8) inch pipe supply line and a three (3) inch return pipe line under and across South Washtenaw Avenue approximately five hundred twenty (520) feet south of the centerline of West Marquette Road, not more than three (3) feet in width nor three (3) feet in height for a period of five (5) years from and after November 28, 1995.

(Continued on page 13925)

Ordinance associated with this drawing printed on pages 13921 through 13923 of this Journal.



(Continued from page 13923)

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 13928 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, December 6, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith (referred on November 8, 15 and December 6, 1995) to construct, maintain and use sundry canopies by various establishments.

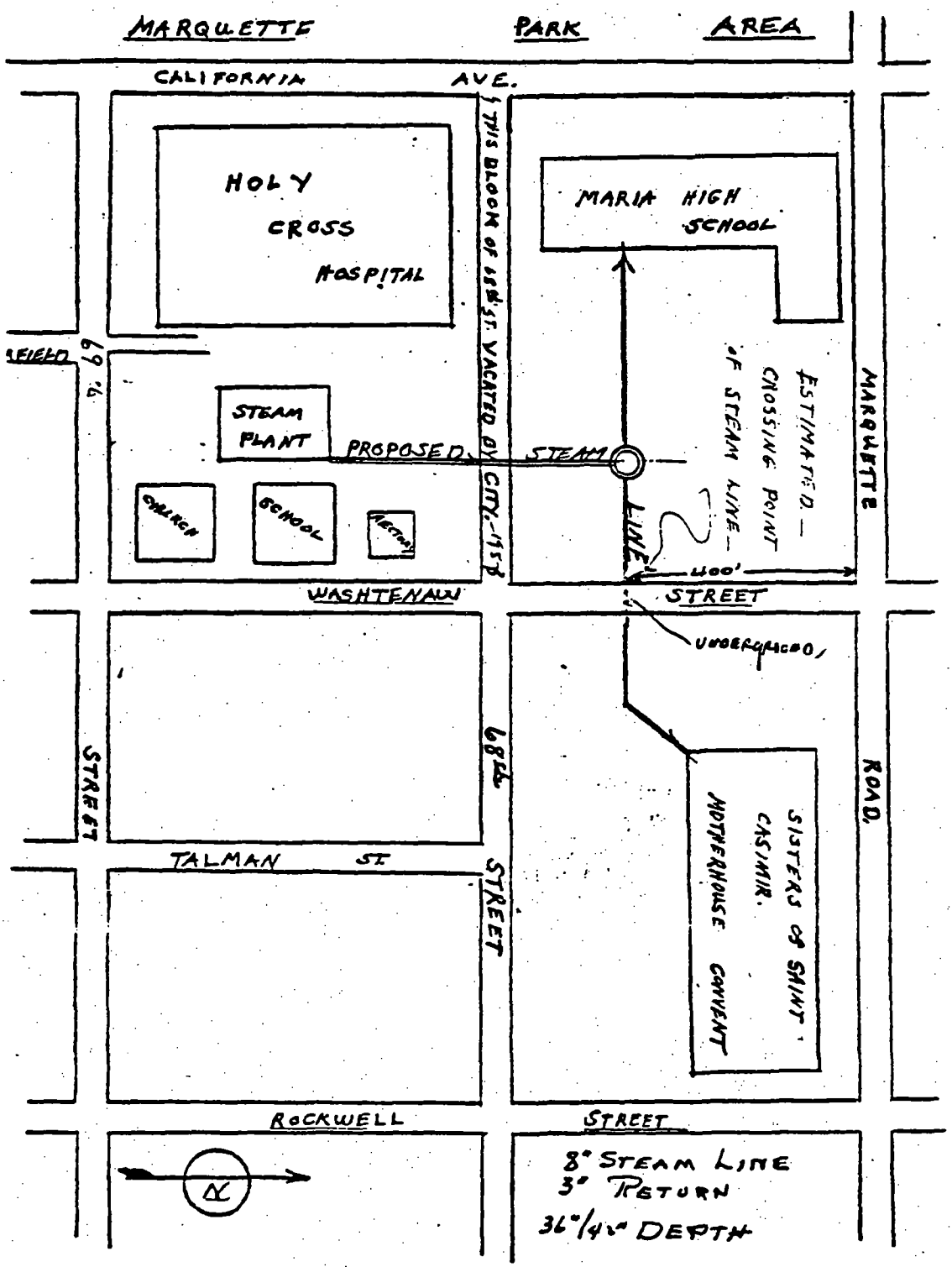
This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 13929)

Ordinance associated with this drawing printed on pages 13923 through 13927 of this Journal.



(Continued from page 13927)

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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

Barry Realty, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Barry Realty, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 14 West Elm 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 Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed ten (10) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Bernard Zell Anshe Emet Day School: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Bernard Zell Anshe Emet Day School ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5219 North Clark Street for a period of three (3) years from and after October 25, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) feet in length, nor one (1) foot in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

The John Buck Company: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The John Buck Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 250 South Franklin 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 Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one hundred sixty-five (165) feet in length, nor thirty-eight (38) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Sixty-five and no/100 Dollars ($165.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

General Parking Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to General Parking Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 457 West Kinzie Street for a period of three (3) years from and after December 22, 1995 in accordance with the ordinances of the City of Chicago

and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) 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.

Castro Corporation (Doing Business As La Guadalupana): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Castro Corporation, doing business as La Guadalupana ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3215 West 26th Street for a period of three (3) years from and after December 19, 1992 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifty-four (54) 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 Seventy-nine and no/100 Dollars ($79.00) 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.

Polo Ralph Lauren: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Polo Ralph Lauren ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 980 North Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet, eight (8) inches in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Eliberto Mendia: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mr. Eliberto Mendia ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3105 West Cermak Road for a period of three (3) years from and after December 11, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) 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.

Park Edgewater Condominium: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Park Edgewater Condominium ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6101 North Sheridan Road for a period of three (3) years from and after December 30, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen (14) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Dr. Stefan J. Pressling: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Dr. Stefan J. Pressling ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3460 North Lincoln Avenue for a period of three (3) years from and after December 10, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of

Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Randolph Flower Shop: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Randolph Flower Shop ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 59 East Lake Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

MS. Tremont Ltd. Partnership (Doing Business As The Tremont Hotel): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to MS. Tremont Ltd. Partnership, doing business as The Tremont Hotel ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 102 East Chestnut 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 Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen (19) feet, four point five (4.5) inches in length, nor six (6) feet, ten (10) inches 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.

Lifecare Auto Service, Inc. (Doing Business As We'll Clean III): Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lifecare Auto Service, Inc., doing business as We'll Clean III ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 1520 North Halsted Street for a period of three (3) years from and after November 6, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at fifteen (15) feet and three (3) at four (4) feet, respectively, in length, nor two (2) at six (6) feet, two (2) at three (3) feet and one (1) at two (2) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of 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.

AUTHORIZATION FOR APPROVAL OF PLAT OF REGAL POINTE SUBDIVISION ON PORTION OF EAST 90TH STREET AND SOUTH GREENWOOD AVENUE AND PROVIDING FOR DEDICATION OF PORTION OF WEST REGAL DRIVE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 6, 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 Regal Pointe Subdivision located at the northwest corner of East 90th Street and South Greenwood Avenue; also providing for the dedication of West Regal Drive running between East 90th Street and South Greenwood Avenue. This ordinance was referred to the committee on December 6, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Regal Pointe Subdivision located at the northwest corner of East 90th Street and South Greenwood Avenue having a frontage of 595.72 feet along the north line of East 90th Street and a frontage of 453.28 feet along the west line of South Greenwood Avenue; also providing for the dedication of West Regal Drive running between East 90th Street and South Greenwood Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat for Soft Sheen Products, Inc. (File No. 2-8-93-1727).

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

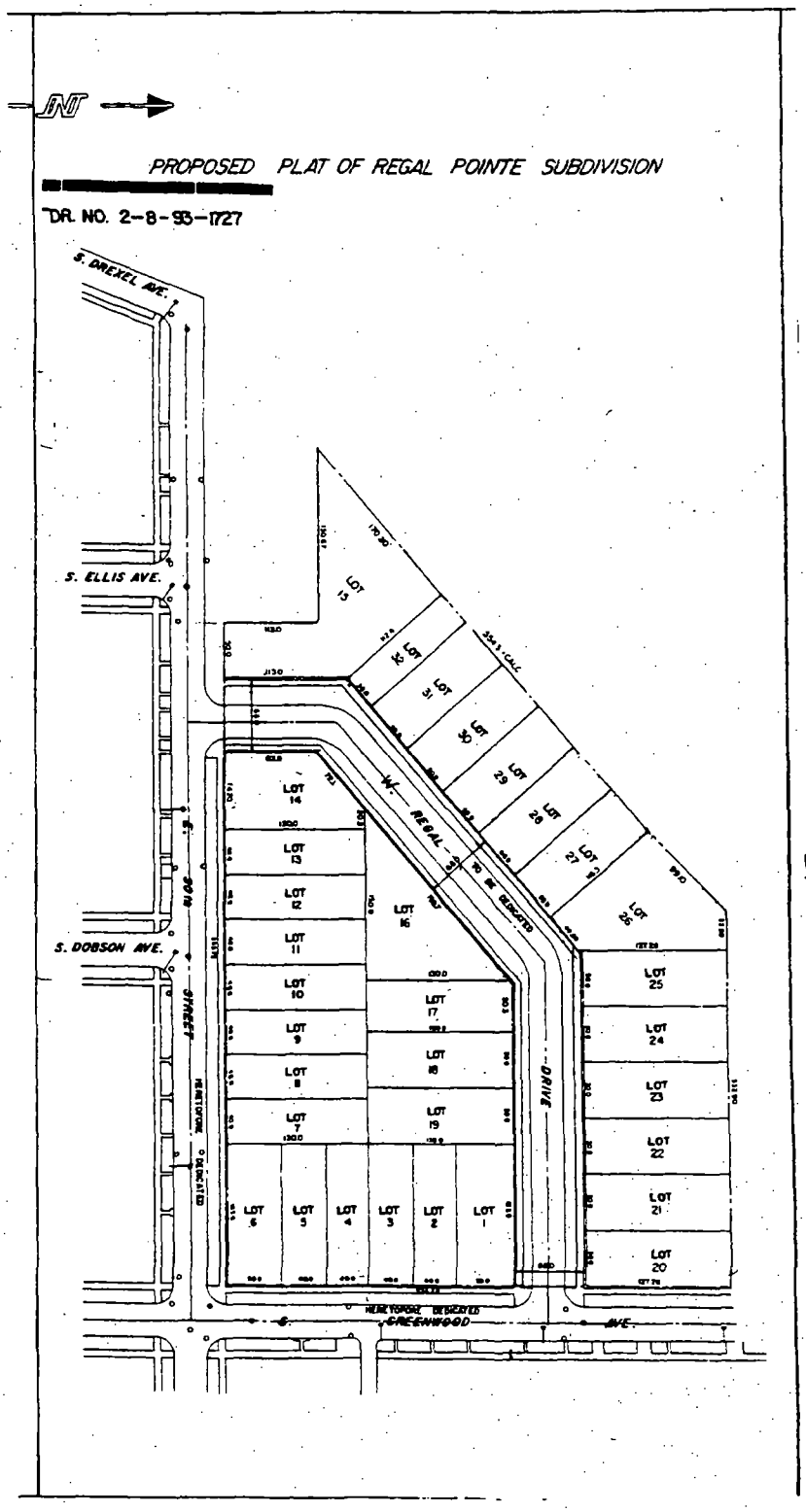
[Drawing referred to in this ordinance printed on page 13941 of this Journal.]

VACATION AND OPENING OF PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST 63RD STREET, WEST 63RD PLACE, SOUTH KEDZIE AVENUE AND SOUTH SPAULDING AVENUE.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 13942)

Ordinance associated with this drawing printed on page 13940 of this Journal.



(Continued from page 13940)

CHICAGO, December 6, 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 and opening parts of the public alleys in the block bounded by West 63rd Street, South Kedzie Avenue, West 63rd Place and South Spaulding Avenue. This ordinance was referred to the committee on December 6, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of that part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. All that part of the east/west 16 foot public alley lying south of the south line of Lots 1 to 12, both inclusive, lying north of the north line of Lots 37 to 48, both inclusive, lying east of the southerly extension of the east line of the west 24.0 feet of Lot 12 and lying west of a line drawn from the southeast corner of Lot 1 to the northwest corner of Lot 48 all in subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the northeast quarter of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, said part of public alley herein vacated being further described as the east 276.0 feet, more or less, of the east/west 16 foot public alley in the block bounded by West 63rd Street, West 63rd Place, South Spaulding Avenue and South Kedzie 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 hereby reserves to itself all of that portion of the public alley herein vacated as a temporary easement and right-of-way for public alley which shall be deemed terminated and released upon the recording of a certificate of completion signed by the Commissioner of Planning and Development which approves and accepts the improvements to the alley opened to traffic pursuant to Section 3 of this ordinance. The City of Chicago hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in the east/west 16 foot public alley as herein vacated.

SECTION 3. The City of Chicago shall open up or cause to be opened for public use as a public alley the following described property: the west 24.0 feet of Lot 12 in subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the northeast quarter of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, as colored in yellow and indicated by the words "To Be Opened" on the aforementioned drawing.

SECTION 4. 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 Department of Planning and Development (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; provided however, that the Superintendent of Maps shall not approve any such drawing unless and until he has received notice from the Corporation Counsel that in the opinion of the Corporation Counsel, the City of Chicago has been conveyed or otherwise holds the right of reversion upon vacation of the alley vacated herein.

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 13945 of this Journal.]

AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE OF CHARGE, TO MUSEUM OF CONTEMPORARY ART FOR CURB SETBACK AT 220 EAST CHICAGO AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 6, 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 issue the necessary permits to the Museum of Contemporary Art to set back the curb at 220 East Chicago Avenue. This order was referred to the committee on November 8, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

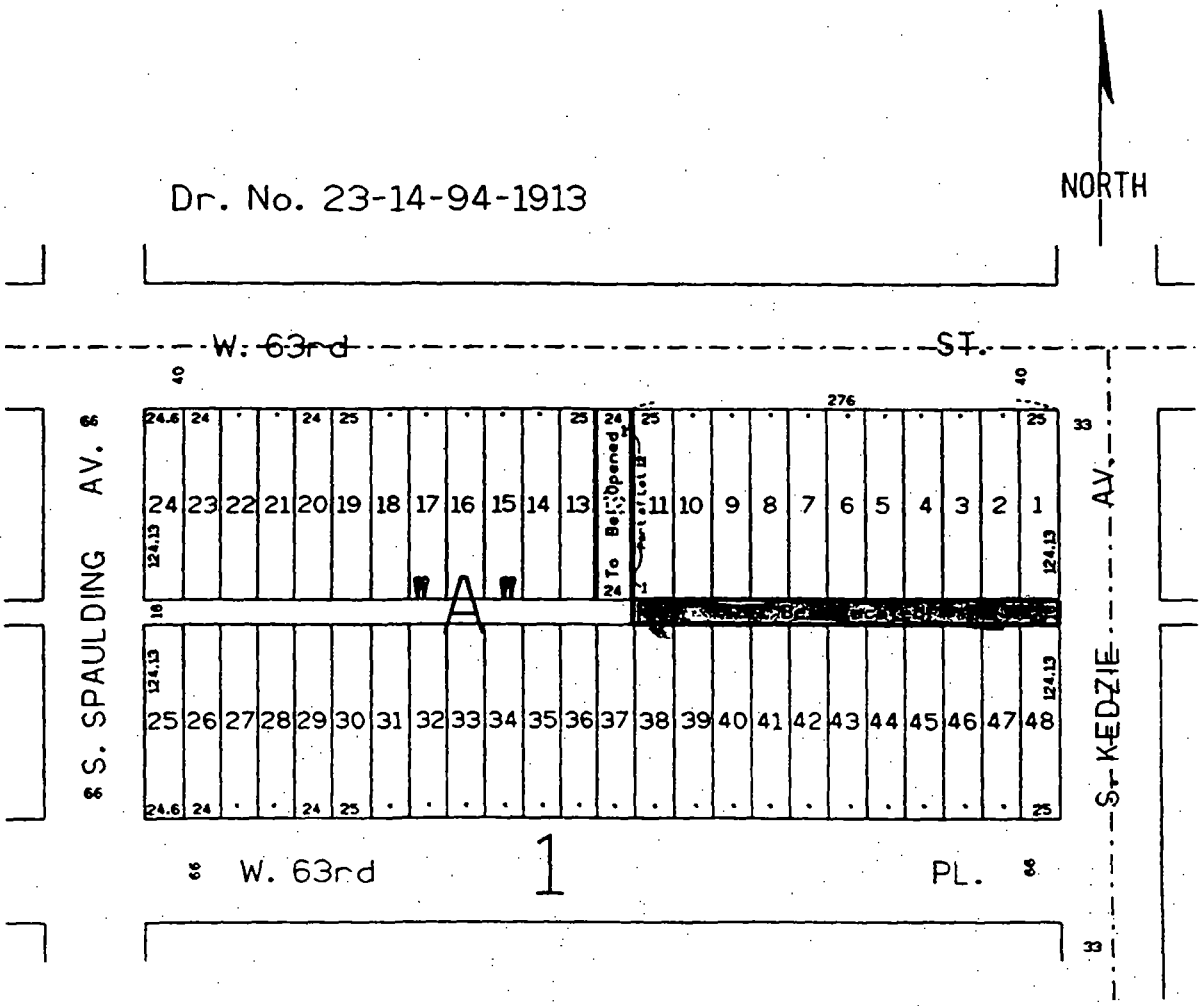
(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 13946)

Ordinance associated with this drawing printed on pages 13942 through 13945 of this Journal.

"A"

Sub of Blks. 1 and 2 in John F. Eberhart's Sub. of the N.E. 1/4 of Sec. 23-38-13.



(Continued from page 13944)

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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Department of Transportation is hereby authorized and directed to issue the necessary permits to the Museum of Contemporary Art, to set back the curb at 220 East Chicago Avenue, without compensation, without fees, subject to the approval of plans, and on the condition that the adjoining property owner shall assume full responsibility for maintenance and snow removal, and shall save, insure, and hold harmless the City of Chicago from all liability.

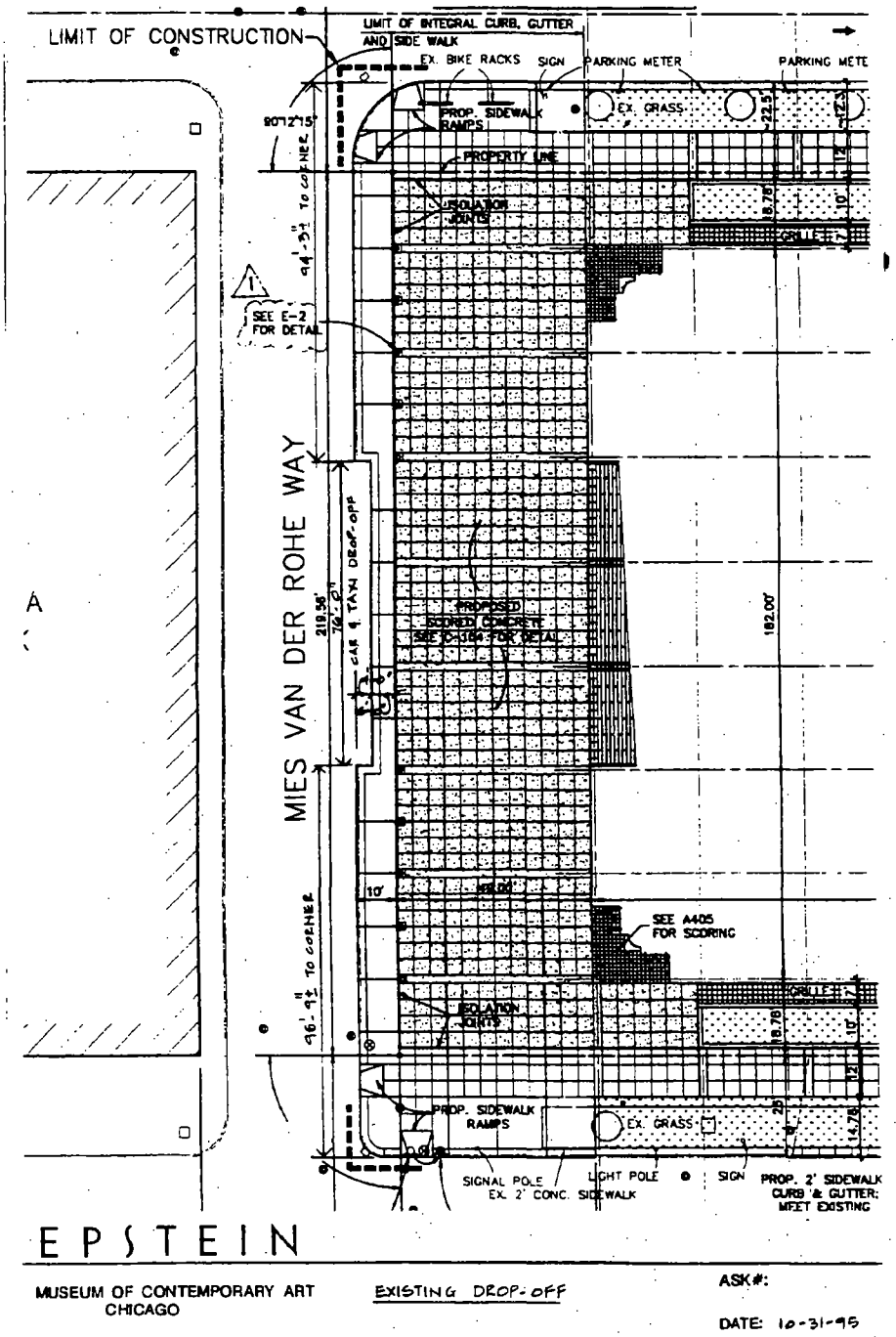
[Drawing attached to this order printed on page 13947 of this Journal.]

AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE OF CHARGE, TO SINAI TEMPLE FOR CURB SETBACK AT 15 EAST DELAWARE PLACE.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 13948)

Order associated with this drawing printed on page 13946 of this Journal.



EPSTEIN

MUSEUM OF CONTEMPORARY ART
CHICAGO

EXISTING DROP-OFF

ASK#:

DATE: 10-31-95

(Continued from page 13946)

CHICAGO, December 6, 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 issue the necessary permits to Sinai Temple to set back the curb at 15 East Delaware Place. This order was referred to the committee on November 8, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Department of Transportation is hereby authorized and directed to issue the necessary permits to Sinai Temple, to set back the curb at 15 East Delaware Place, without compensation, without fees, subject to the approval of plans, and on the condition that the adjoining property owner

shall assume full responsibility for maintenance and snow removal, and shall save, insure, and hold harmless the City of Chicago from all liability.

[Drawing attached to this order printed on page 13950 of this Journal.]

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, December 6, 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 November 8 and December 6, 1995.

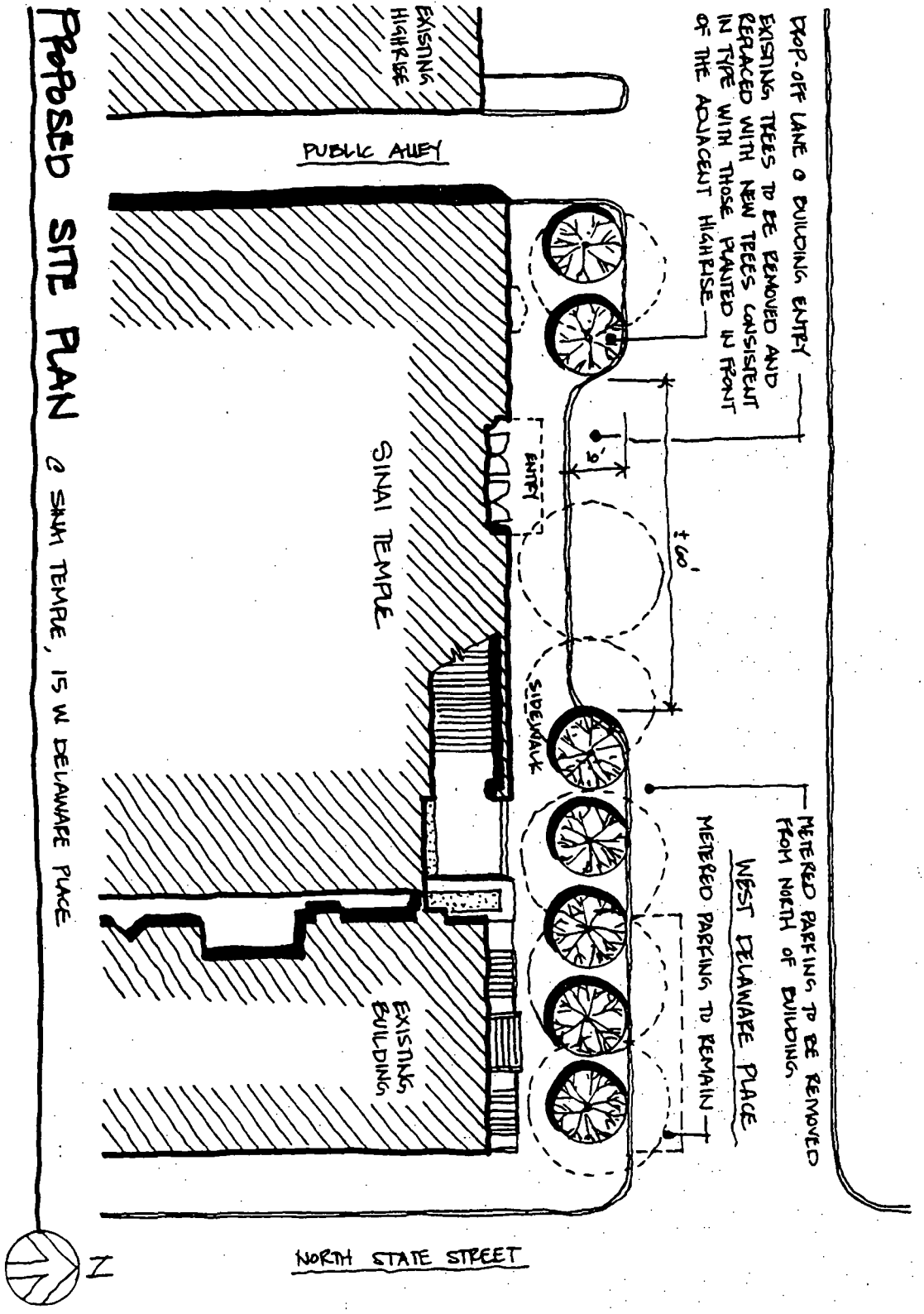
This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 13951)

Order associated with this drawing printed on page 13948 of this Journal.



(Continued from page 13949)

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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

Chicago Community Kollel.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Chicago Community Kollel of 6506 North California Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 6506 North California Avenue.

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

Factory Muffler And Complete Auto Repair.

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 Factory Muffler and Complete Auto Repair of 3055 West Devon Avenue, Chicago, Illinois 60659 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 3055 West Devon Avenue.

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

Mr. George Hiotis.

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 George Hiotis of 6800 South Pulaski Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 6800 South Pulaski Road.

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

Mont Clare Medical Plaza.

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 Mont Clare Medical Plaza of 6039 -- 6043 West Belmont Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 6039 -- 6043 West Belmont Avenue.

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

Zuker Development, Inc.

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 Zuker Development, Inc., owner of 1350 West Grand Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 1350 West Grand Avenue.

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH TORRENCE AVENUE AS "HENRY FORD DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 6, 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 Torrence Avenue, from East 122nd Street to East 130th Street, as "Henry Ford Drive". This ordinance was referred to the committee on November 15, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance heretofore passed by the City Council which authorizes erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Torrence Avenue, between East 122nd Street and East 130th Street, as "Henry Ford Drive".

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

COMMITTEE ON ZONING.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY RECLASSIFICATION OF AREA SHOWN ON MAP NUMBER 5-N.

(Committee Meeting Held November 9, 1995)

The Committee on Zoning submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 9, 1995, I beg leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

I move that this report pass immediately because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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:

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-N in the area bounded by:

the right-of-way of the Chicago, Milwaukee and St. Paul Railroad; North Sayre Avenue; West Belden Avenue; and North Nordica Avenue,

to those of a 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.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY RECLASSIFICATION OF AREA SHOWN ON MAP NUMBER 7-G.

(Committee Meeting Held December 8, 1995)

The Committee on Zoning submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 8, 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 two ordinances which were corrected and amended in their corrected form. They are Application Numbers 11555 and 11618.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of Application Number 11672, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 7-G in the area bounded by:

> a line running west along West George Street, from North Sheffield Avenue to the alley next west of and parallel to North Sheffield Avenue, to a point 32.37 feet south of the West George Street along and parallel to North Sheffield 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.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY RECLASSIFICATION OF AREA SHOWN ON MAP NUMBER 16-J.

(Committee Meeting Held November 30, 1995)

The Committee on Zoning submitted the following report:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 30, 1995, I beg leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

I move that this report pass immediately because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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:

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, B4-1 Restricted Service District and R3 General Residence District symbols and indications as shown on Map No. 16-J in the area bounded by:

West 63rd Street; South Kedzie Avenue; a line 142.09 feet south of West 63rd Street; a line from a point 142.09 feet south of West 63rd Street and 28.45 feet west of South Kedzie Avenue, to a point 95.35 feet north of West 63rd Place and 55.85 feet west of South Kedzie Avenue; a line 55.85 feet west of South Kedzie Avenue; West 63rd Place; a line 290 feet west of South Kedzie Avenue; the alley next north of and parallel to West 63rd Place; and a line 300 feet west of South Kedzie Avenue,

to those of a B2-3 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.

Action Deferred -- AMENDMENT OF TITLE 17, SECTION 11.9-3.1 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) CONCERNING NOTIFICATIONS PROCEDURES FOR APPLICANTS REQUESTING ZONING ORDINANCE AMENDMENTS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 8, 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 two ordinances which were corrected and amended in their corrected form. They are Application Numbers 11555 and 11618.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of Application Number 11672 for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

Said proposed ordinance transmitted with the foregoing committee report reads as follows:

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 11.9-3.1 -- Application Requirements, by adding the language in italics, as follows:

11.9-3.1 Application Requirements.

Each applicant subject to the provisions hereof shall, not more than 30 days before filing an application serve written notice, return receipt requested, on the owners of all property within the subject area not solely owned by the applicant, and on the owners of all property within 250 feet in each direction of the lot line of the subject property, said owners, being such persons or entities which appear from the authentic tax records of Cook County; provided, that the number of feet occupied by all public roads, streets, alleys and other public ways shall be excluded in computing the 250 feet requirement; provided further, that in no event shall this requirement exceed 400 feet, including public streets, alleys and other public ways. Said notice shall contain the address of the subject property, a brief statement of the nature of the application, the name and address of the applicant and the statement that the applicant intends to file said application on an approximate date. If after a bonafide effort to determine such address by the applicant, the owner of the property on which notice is served cannot be found at his or its last known address, or the mailed notice is returned because the owner cannot be found at the last known address, the notice requirements of this provision shall be deemed satisfied.

In addition to serving the notice herein required, at the time of filing application, the applicant shall furnish to the Chairman of the Committee on Zoning a complete list containing the names and last known address of the persons so served and said applicant shall also furnish a written statement to the Chairman of the Committee on Zoning certifying that the

requirements hereof have been complied with. The Committee on Zoning shall hear no application unless the applicant complies with all respects with the requirements herein.

Whenever the applicant is a member of the Chicago City Council or the Mayor, it shall be the duty of the Chicago City Council Committee on Zoning to serve notice as set forth in Section 11.9-3.1, of this ordinance, except *that notice shall be served by first-class mail and* shall be served not less than 15 days before an advertised public hearing; provided, however, that when any property in the area requiring notice has been converted to condominiums pursuant to the "Illinois Condominium Act" and contains more than 25 condominium units, the Committee shall only be required to serve notice on the condominium association governing the property.

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

Action Deferred -- AMENDMENT OF TITLE 17, SECTION 11.12-6 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY INCREASING CERTAIN REINSPECTION FEES ASSESSED BY ZONING ADMINISTRATOR.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 8, 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 two ordinances which were corrected and amended in their corrected form. They are Application Numbers 11555 and 11618.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of Application Number 11672 for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

Said proposed ordinance transmitted with the foregoing committee report reads as follows:

WHEREAS, In order to determine compliance with the zoning regulations of this City, zoning inspectors who have issued citations must return to the subject real property at a predetermined time and conduct a thorough inspection to make sure that all violations have been corrected; and

WHEREAS, This reinspection has been accomplished with a fee of Twenty-five and no/100 Dollars ($25.00), which in the present economy seems inadequate to cover all costs incurred by this necessary process; now, therefore,

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

SECTION 1. That Title 17, Section 11.12-6 of the Municipal Code of Chicago be and the same is hereby amended by striking therefrom certain figures appearing in brackets below and by substituting therefor the figures in italics below:

11.12-6 Reinspection Fees.

The Zoning Administrator shall assess and collect a fee of [$25.00] *$50.00* for the second and each subsequent inspection of any place, building or property where necessary to determine compliance with this comprehensive amendment. The fee shall be paid to the Department of Revenue.

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

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, December 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 8, 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 two ordinances which were corrected and amended in their corrected form. They are Application Numbers 11555 and 11618.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of Application Number 11672 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-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 C2-5 General Commercial District symbols and indications as shown on Map No. 1-F in the area bounded by:

the public alley north of and parallel to West Grand Avenue; a line 256.04 feet east of the northeast corner of North Kingsbury Street and West Grand Avenue and running perpendicular to West Grand Avenue; the north line of West Grand Avenue; and the east line of North Kingsbury Street,

to those of a B4-5 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-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 B2-5 Restricted Retail District symbols and indications as shown on Map No. 3-F in the area bounded by:

a line 170.20 feet north of and parallel to the north line of West Division Street; the west line of North Dearborn Street; a line 100 feet north of and parallel to the north line of West Division Street; and the east line of the public alley next west of and parallel to North Division Street to the point of beginning,

to those of a C1-5 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-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 C2-3 General Commercial District symbols and indications as shown on Map No. 6-E in the area bounded by:

a line 517.05 feet south of and parallel to East 29th Street; South Michigan Avenue; a line 589.59 feet south of and parallel to East 29th Street; and a line 188.33 feet west of and parallel to South Michigan Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-F.

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. 6-F in the area bounded by:

West 24th Street; a line 152 feet east of South Stewart Avenue, the alley next south of and parallel to West 24th 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 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in the area bounded by:

starting at the point of beginning that being the south line of West Altgeld Street; thence the west line of the second public alley east of and parallel to the east line of North Ashland Avenue; thence the north line of the public alley south of and parallel to West Altgeld Street; and thence at the east line of the public alley next east of and parallel to the east line of North Ashland Avenue 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 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 R4 General Residence District symbols and indications as shown on Map No. 7-G in the area bounded by:

the alley next north of West Altgeld Street; North Seminary Avenue; West Altgeld Street; and a line 113.36 feet west of North Seminary Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 12-L in the area bounded by:

South Archer Avenue; South Long Avenue; the alley next south of and parallel to South Archer Avenue; and a line 72.21 feet west of South Long Avenue (as measured along the south line of South Archer Avenue) or a line 50.04 feet west of South Long Avenue (as measured along the north line of the public alley next south of and parallel to South Archer Avenue),

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-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 697.38 feet east of and parallel to East River Road; the centerline of West Evelyn Lane (private); and a line 657.42 feet east of and parallel to North River Road,

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 14-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. 14-F in the area bounded by:

> a line 101.7 feet south of West 60th Street; the alley next east of and parallel to South Perry Avenue; a line 293.88 feet south of West 60th Street; and South Perry 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 14-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 14-I in the area bounded by:

> West 63rd Street; South California Avenue; the public alley next north of and parallel to West 63rd Street; and a line 58.12 feet east of and parallel to South California 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-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 63rd Street; a line 75 feet east of and parallel to South Tripp Avenue; the public alley next south of and parallel to West 63rd Street; and South Tripp 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 18-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 R4 General Residence District symbols and indications as shown on Map No. 18-B in the area bounded by:

> a line 275 feet northwest of and parallel to East 73rd Street; a line 76 feet northeast of and parallel to South Exchange Avenue; a line 224.99 feet northwest of and parallel to East 73rd Street; a line 200.64 feet northeast of and parallel to South Exchange Avenue; East 73rd Street; and South Exchange Avenue,

to the designation of an Institutional Planned Development which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no other.

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

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development No. _____

Plan Of Development

Statements.

1. The area which is delineated herein as a planned development (the "Planned Development") consists of approximately 48,650 square feet of land (the "Property") which is depicted on the attached Property Line and Planned Development Boundary Map and is owned or controlled by South Chicago Bank as trustee under trust agreement number 11-1447 dated November 26, 1968 and South Shore Kosher Rest Home, Inc. (the "Applicant").

2. The Applicant acknowledges that the Applicant, its affiliates, assigns, grantees, lessees or beneficiaries shall obtain all official reviews, approvals and permits, which may be necessary to implement the development of the Property. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way, which may be necessary to implement development of the Property, shall require a separate submittal on behalf of the Applicant, its affiliates, successors, assigns, grantees, lessees or beneficiaries, and if otherwise required, approval by the City Council.

3. The requirements, obligations and conditions contained within this Plan of Development shall be binding upon the Applicant, its successors, assigns, grantees, lessees and beneficiaries. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors, assigns, grantees, lessees and beneficiaries. Furthermore, at the time any application for an amendment, modification or change (administrative, legislative or otherwise) to this Plan of Development is made for the Property, the Property 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 Plan of Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property.

   Nothing herein shall be construed to mean that the Applicant is relieved of obligations imposed hereunder or deprived of rights granted herein with respect to the Property or is not subject to City action pursuant to this Plan of Development with respect to such obligations or rights. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer 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 such 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. The term "Applicant" shall not apply to the holder of a mortgage on the Property unless and until such mortgagee shall acquire title through foreclosure or other action associated with such mortgage. Upon acquiring title, the mortgagee thereafter shall be subject to the obligations imposed by and vested with the rights granted under this Plan of Development with respect to the Property owned by the mortgagee.

4. This Plan of Development consists of these thirteen Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; a Site/Landscape Plan and Building Elevations, dated September 14, 1995, prepared by R.C. Dahlquist and Associates. The Plan of Development is applicable to the area delineated herein and no other controls shall apply. The Plan of Development conforms to the intent and purpose of Title 17, the Chicago Zoning Ordinance, 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 an institutional planned development: nursing home, accessory parking and accessory uses.

6. Identification signs will 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 of 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, Department of Aviation and Department of Law and approved by the City Council.

10. The improvements on the Property, including the on-site exterior landscaping and any landscaping along the adjacent rights-of-way and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the site/landscape plan and the building elevations. In addition, any parkway trees shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.

11. The requirements of the Planned Development may be modified, administratively, by the Commissioner of the Department 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.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The applicant shall use best and reasonable efforts, subject to budgetary constraints imposed as a result of the previously approved Certificate of Need as approved by the Illinois Health Facilities Planning Board, to design, construct and maintain all buildings

located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

13. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within ten (10) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to the pre-exisiting R4 General Residence District classification.

[Existing Zoning Map; Existing Land-Use Map; and Planned Development Boundary and Property Line Map referred to in these Plan of Development Statements printed on pages 13975 through 13977 of this Journal.]

[Site/Landscape Plan and Building Elevation Drawings referred to in these Plan of Development Statements unavailable at time of printing.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional Planned Development _____

Bulk Regulations And Data Table.

Net Site Area:	48,657 square feet (1.12 acres).
Gross Site Area:	Net site area (48,657 square feet or 1.12 acres) plus area to remain in public right-of-way (10,020 square feet or .23 acre) equals 68,677 square feet (1.35 acres).

Maximum Floor Area Ratio:	1.20.
Maximum Number of Beds:	211.
Maximum Percentage of Site Coverage:	In accordance with Site Plan.
Minimum Number of Off-Street Parking Spaces:	32.
Minimum Required Setbacks:	In accordance with Site Plan.
Maximum Building Height:	46 feet.

Reclassification Of Area Shown On Map Number 26-E.
(As Amended)

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

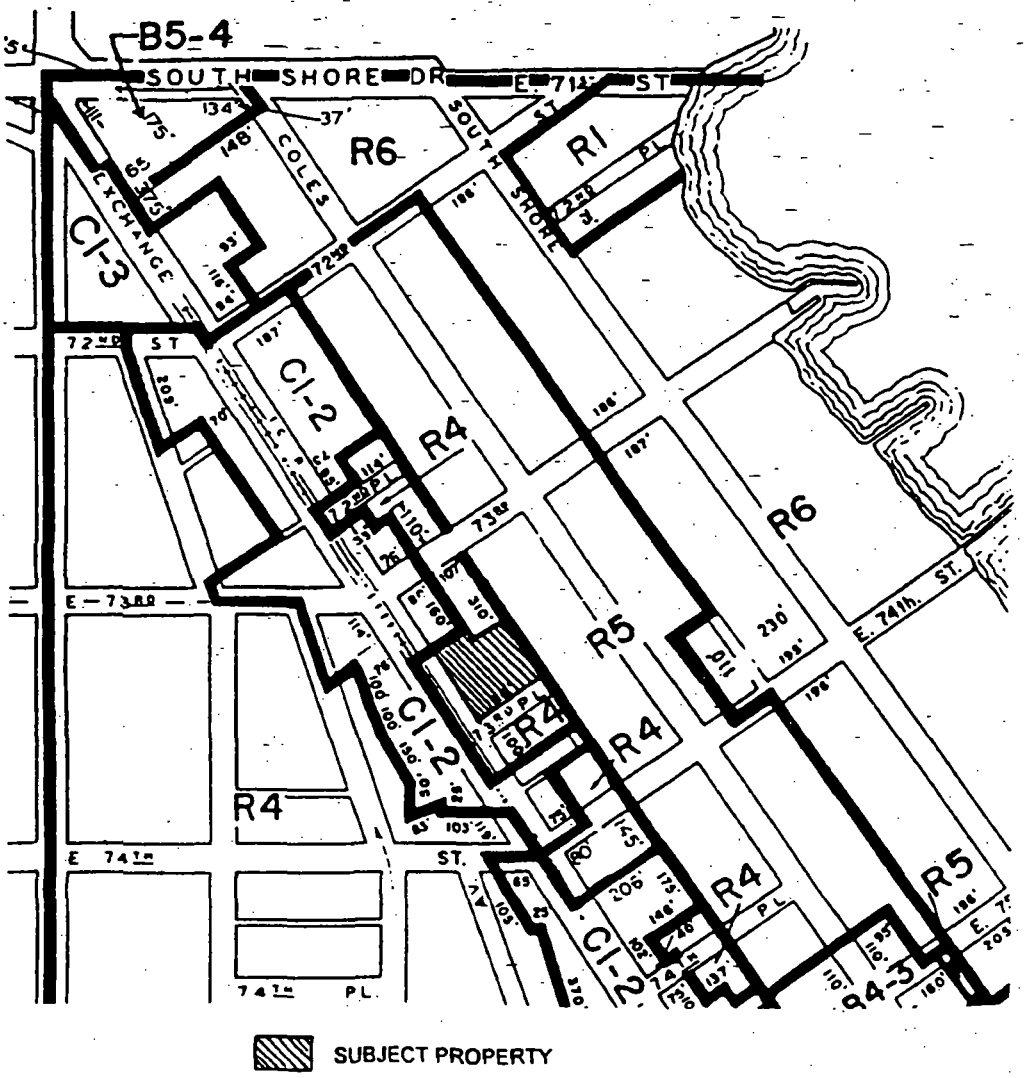
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 26-E in the area bounded by:

> the alley next north of and parallel to East 107th Street; South Edbrooke Avenue; East 107th Street; and a line 132 feet west of South Edbrooke 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.

Existing Zoning Map.



RAINBOW BEACH NURSING CENTER

7325 S. EXCHANGE AVE.
CHICAGO, IL. 60649

EXISTING ZONING MAP

date: SEPT. 1995

scale: 1" = 400'-0"

DAHLQUIST / HARTENSTEIN
ARCHITECTS

1701 LAKE ST., GLENVIEW, IL. 60025
708.724.2992

N

Existing Land-Use Map.

RAINBOW BEACH
NURSING CENTER

7325 S. EXCHANGE AVE.
CHICAGO, IL. 60649

EXISTING LAND
USE MAP

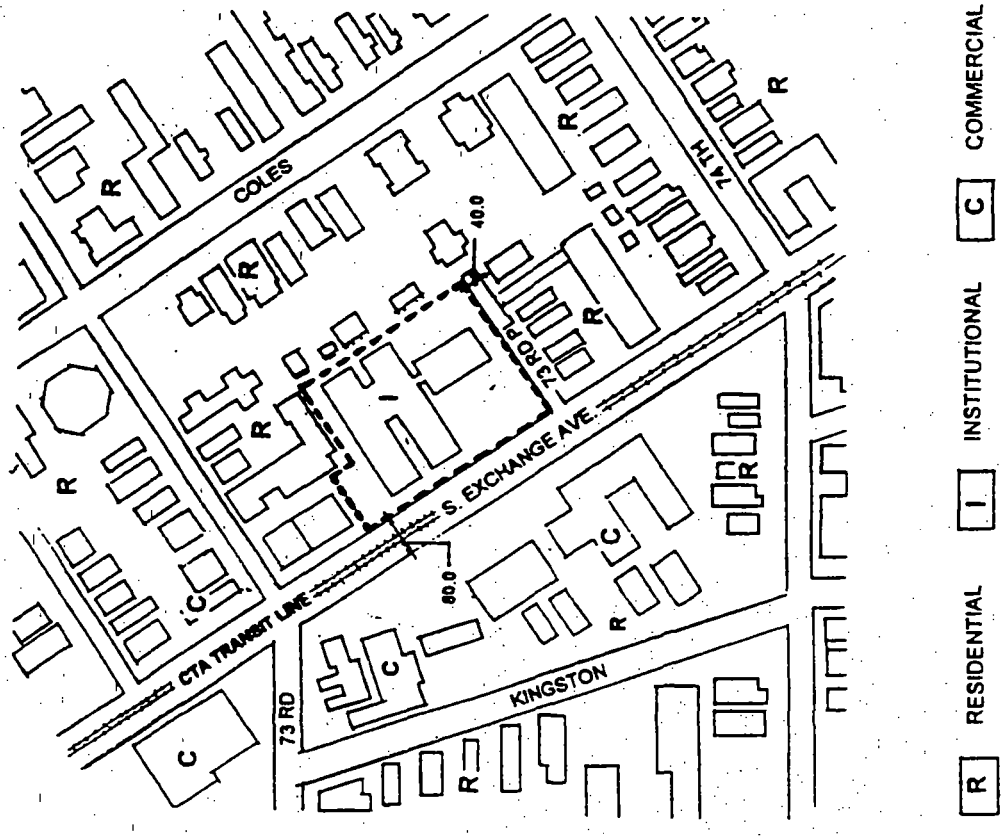
date: SEPT. 1995

scale: 1" = 200'-0"

DAHLQUIST / HARTENSTEIN
ARCHITECTS

1701 LAKE ST., GLENVIEW, IL. 60025
708.724.2992

N



Planned Development Boundary and Property Line Map.

RAINBOW BEACH
NURSING CENTER

7325 S. EXCHANGE AVE.
CHICAGO, IL. 60649

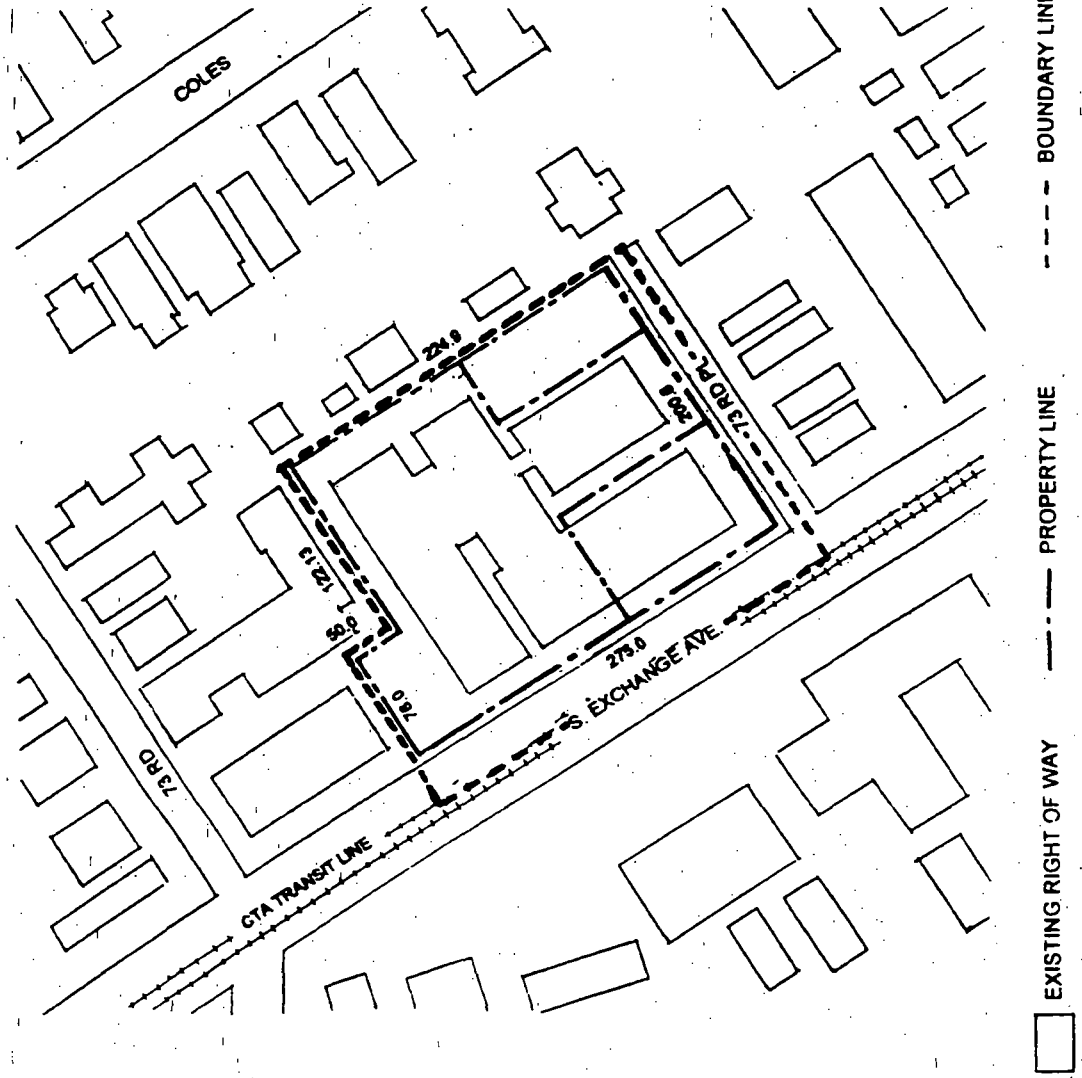
PLAN DEVELOPMENT,
BOUNDARY AND
PROPERTY LINE MAP

date: SEPT. 1995

scale: 1" = 100'-0"

DAHLQUIST / HARTENSTEIN
ARCHITECTS

1701 LAKE ST., GLENVIEW, IL. 60025
708.724.2992



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 Preckwinkle, Shaw, Burke, Jones, Medrano, Suarez, Doherty, Natarus, Bernardini, Levar and M. Smith. The motion *Prevailed.*

Presented By

ALDERMAN BERNARDINI (43rd Ward)
And OTHERS:

TRIBUTE TO LATE MR. ETHAN KANE.

A resolution, presented by Aldermen Bernardini, Burke and Schulter, reading as follows:

WHEREAS, God in his infinite wisdom has called to his eternal reward Ethan Kane, beloved son, dedicated and caring brother and friend to many; and

WHEREAS, A student at Loyola University, faithful to his studies, Ethan also shared his athletic skills by coaching basketball at his former elementary school, Saint Clements, and upon neighborhood courts mentoring the spirit of all that athletics is intended to teach: nonviolence and brotherhood; and

WHEREAS, Ethan Kane, always loyal to his friends, shared his poetic soul with them; but, in his own words, "had so little time to pass life's test"; and

WHEREAS, Ethan lived, loved, and learned in the Lincoln Park neighborhood, the memory of his productive youthful life will serve to inspire his multitude of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Ethan Kane, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. James Kane.

On motion of Alderman Bernardini, seconded by Aldermen Tillman, Shaw, Burke, E. Smith, Mell, Colom, Allen, Natarus, Schulter and M. Smith the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to offer the prayers of his own family and the condolences of the people of Chicago to the family of Mr. Ethan Kane. Reflecting upon the antecedents of a society in which young people are increasingly abused and murdered, Mayor Daley lamented the exhortations against discipline and authority voiced by many in the 1960s era and related that ethic to the abdication of responsibility by many of todays adults. It is that irresponsibility, the Mayor continued, which has a direct and substantial impact upon the interrelated scourges of family deterioration, teenage pregnancies, drugs and drop-outs and which fosters a climate of disrespect for the rights and even the lives of others. Ethan Kane, a man who was the antithesis of irresponsibility, a man who saw neither color, nor religion, nor social class but who was determined to learn from and give to others was, the Mayor declared, a victim of our societal deterioration who will be sorely missed by the many whose lives he touched.

Thereupon, on motion of Alderman Burke, the remaining 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MR. CARL M. GRIP, JR.

WHEREAS, Carl M. Grip, Jr. departed this life on November 8, 1995, at the age seventy-four; and

WHEREAS, Mr. Grip had a long and distinguished career in academia and in the planning and development of Chicago's south side; and

WHEREAS, Mr. Grip received a baccalaureate degree from Beloit College and came to Chicago as a graduate student at the University of Chicago; and

WHEREAS, While pursuing his doctorate in psychology, Mr. Grip became fascinated with the near south side and became active in redevelopment efforts in the Hyde Park community; and

WHEREAS, Upon receiving his doctorate in 1956, Mr. Grip was named dean of men at Temple University in Philadelphia, remaining in that position until 1968; and

WHEREAS, In 1968 Mr. Grip returned to Chicago as dean of liberal arts at the Illinois Institute of Technology, serving in that capacity until 1976; and

WHEREAS, His renewed acquaintance with the City of Chicago rekindled Mr. Grip's interest in the features and potential of the near south side, and he became affiliated with the South Side Planning Board, a private organization composed of individuals, businesses and institutions devoted to the renovation and development of the area bounded by Roosevelt Road, Pershing Road, the Dan Ryan Expressway and Lake Michigan; and

WHEREAS, Mr. Grip served as president and executive director of the South Side Planning Board, retiring in 1991 but remaining active in support of the Board's activities and community affairs after his retirement; and

WHEREAS, Mr. Grip is survived by his wife, Janet; his sons, Jeffrey, Jeremy and Timothy; and six grandchildren; 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 December, 1995, do hereby honor the life and memory of Carl M. Grip, Jr., and his many contributions to the vitality of the City of Chicago; and

Be It Further Resolved, That we join the Grip family in mourning their loss, and offer our heartfelt condolences; and

Be It Further Resolved, That suitable copies of this resolution be presented to Mr. Grip's family as a sign of our sympathy and good wishes.

CONGRATULATIONS EXTENDED TO MR. RUSS EWING ON HIS RETIREMENT FROM WLS-TV.

WHEREAS, Russ Ewing, who joined WLS-TV in August, 1981 as a general assignment reporter, is a veteran of more than thirty-one years in news reporting; and

WHEREAS, Mr. Ewing is the recipient of nine Emmy awards, including one in 1979, for his on-the-spot mediation during the takeover of a south side currency exchange; and

WHEREAS, In 1978, Mr. Ewing received another Emmy for his investigative work on the John Gacy case, in which he identified two victims a full year before the Cook County medical examiner; and

WHEREAS, As a result, Mr. Ewing co-wrote the best seller, *Buried Dreams: Inside The Mind Of A Serial Killer*, pertaining to his work on the John Gacy case; and

WHEREAS, Russ Ewing is also the recipient of numerous other awards, including the first Peter Lisagor award given in the television category; and

WHEREAS, Over the last twenty years, exactly one hundred suspects have surrendered to Russ Ewing, who has turned them over to the Chicago Police. Mr. Ewing's philosophy is, "I just do the best I can with what I've got"; and

WHEREAS, A retirement party was given in honor of Mr. Ewing for his many years of dedication and service to the City of Chicago by WLS-TV on Friday, November, 9, 1995; now, therefore,

Be It Resolved, That we, the Mayor of the City of Chicago and member of the City Council of Chicago, do hereby recognize Russ Ewing on his retirement and express our deep appreciation for his many years of exemplary service; and

Be It Further Resolved, That suitable copies of this resolution be presented to Mr. Russ Ewing as tokens of our esteem and admiration.

CONGRATULATIONS EXTENDED TO MR. FRANK SINATRA ON HIS EIGHTIETH BIRTHDAY.

WHEREAS, On December 12, 1995, Frank Sinatra celebrated his eightieth birthday; and

WHEREAS, His distinctive voice and interpretation of songs make him one of the foremost interpretive artists of our age; and

WHEREAS, His popularity has strengthened over six decades of performing, making him an entertainment icon; and

WHEREAS, His rendition of "Chicago" and his song "My Kind of Town" defined for the world Chicago's style, and he will always be a part of this city's character; now, therefore,

Be It Resolved, That we, the Mayor of the City of Chicago and members of the City Council of Chicago, do hereby congratulate Frank Sinatra on his eightieth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Frank Sinatra as a token of our esteem and admiration.

UNITED STATES CONGRESS URGED TO MAINTAIN FUNDING FOR MEDICAID PROGRAM.

WHEREAS, Children comprise half of Medicaid recipients but use less than a quarter of Medicaid funding; and

WHEREAS, Of the eighteen million children covered by Medicaid, approximately one million are children with disabilities; and

WHEREAS, Sixty-three percent of all children enrolled in the Chicago Public Schools, including more than thirty thousand children with disabilities, depend on Medicaid for their health and medical care needs; and

WHEREAS, Medicaid, a program which matches state expenditures with federal aid, provides many local school districts with reimbursements for medical-related services rendered to school children with disabilities as required by other federal laws; and

WHEREAS, Restructuring Medicaid into a flexible state block grant will allow the states to deny funding reimbursements for these federally-mandated, medical-related services to disabled school children by their local school district; and

WHEREAS, It is estimated that disabled preschool, elementary and secondary school children receive approximately One-Half to One Billion Dollars in medically-related services from the Medicaid Program; and

WHEREAS, Without Medicaid reimbursements for these medically-related services provided disabled students, school districts would have to attempt to locally absorb these One Billion Dollars in estimated costs, since these services, though not the funding, are mandated by federal law; and

WHEREAS, The federal government requires by law that public school districts provide these non-educational services to disabled school children, it is not unreasonable to request that any revisions to the Medicaid Program include a requirement to reimburse school districts for medically-related services for disabled preschool, elementary and secondary school children required by the federal individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this thirteenth day of December, 1995, do hereby call on President Clinton and the Congress of the United States to maintain funding for Medicaid; and

Be It Further Resolved, That Medicaid funding for children, and particularly children with disabilities, be continued at current levels; and

Be It Further Resolved, That suitable copies of this resolution be presented to President Clinton, the President of the Senate and the Speaker of the House of Representatives.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

TRIBUTE TO LATE UNITED STATES ARMY SERGEANT EUGENE WILLIAMS.

WHEREAS, Sergeant Eugene Williams was a native son of Chicago, Illinois, having been born to Johnnie and Georgia Williams on January 12,

1967 and having spent his vibrant childhood years with his loving and supportive family on Chicago's west side, where he attended public school at Victor Herbert Elementary and later graduated from Crane High School; and

WHEREAS, Sergeant Williams was nurtured and instilled by his parents, from an early age, with strong moral and religious values which contributed to the exemplary personal character, conduct and leadership qualities which he demonstrated throughout his life; and

WHEREAS, Sergeant Williams' personal growth and development was greatly enriched and further broadened by his love of art, music and sports, with his deriving particular enjoyment from playing the saxophone; and

WHEREAS, Sergeant Williams first experienced the excitement and discipline of a military environment, through his participation in the Chicago Police Explorers Program, and later enlisted in the United States Army in 1985, at the age of eighteen; and

WHEREAS, Sergeant Williams served his country with great honor and distinction, with tours of duty in South Korea, Germany, the Persian Gulf, and finally in Somalia, as a member of the Army's 101st Airborne Division; and

WHEREAS, In recognition of his distinguished military service, Sergeant Williams was awarded the Army Ribbon; the Aircrew Members Badge; two Good Conduct Medals; the Kuwaiti Liberation Medal; the Army Achievement Medal; the Army Commendation Medal; the Saudi Arabian Liberation Medal; the Southeast Asia Service Medal with two Bronze Stars; the Non-Commissioned Officer Professional Development Ribbon; and the Purple Heart; and

WHEREAS, Sergeant Eugene Williams lost his life in the service of his country on September 25, 1993, while on a flying mission over Mogadishu in the country of Somalia; 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 December, 1995 and bestow this posthumous recognition and appreciation on our distinguished native son, Sergeant Eugene Williams; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the parents of Sergeant Eugene Williams.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

CONGRATULATIONS EXTENDED TO MS. CLEO M. SCOTT ON HER ONE HUNDREDTH BIRTHDAY.

WHEREAS, Cleo M. Scott was born in the city of Topeka, Kansas on the twenty-first day of November, 1895 A.D.; and

WHEREAS, Cleo M. Scott left Topeka after graduating from high school and came to Chicago in 1914; and

WHEREAS, In 1916, Cleo M. Scott married Charles Albert Scott; and

WHEREAS, In 1939, Cleo M. Scott and her husband were founding members of Holy Cross Episcopal Mission in Morgan Park and later, active members of Saint Edmund's Episcopal Parish; and

WHEREAS, For twenty-three years, Cleo M. Scott worked for the United States Post Office; and

WHEREAS, Since her retirement, Cleo M. Scott has volunteered for the Blind Services Association as a reader for the blind; and

WHEREAS, Cleo M. Scott has been on the Board of Directors of Lawrence Hall for thirty years; and

WHEREAS, Cleo M. Scott has been inducted into the City of Chicago Senior Citizen Hall of Fame; and

WHEREAS, Since her retirement, Cleo M. Scott has been a world traveler and has visited Europe, Africa, Malaysia, Hong Kong, Thailand and Israel among others; and

WHEREAS, Cleo M. Scott has one daughter, four grandchildren, eight great-grandchildren and one great-great grandchild; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this thirteenth day of December, 1995, salute Mrs. Cleo M. Scott on her one hundredth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Cleo M. Scott as a token of our appreciation and admiration.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MS. MARCELINE J. JOHNSON.

WHEREAS, God in his infinite wisdom has called to her eternal reward Marceline J. Johnson, lifelong Chicagoan, beloved citizen and friend, November 24, 1995; and

WHEREAS, Born March 24, 1935, to the late Catherine and Andrew Wade, the former Marceline Wade attended DuSable and McKinley High Schools, and furthered her education at Cortez Peters Business School. Eventually she became a key punch operator; and

WHEREAS, Marceline Johnson leaves to mourn two daughters, Joycelyn Lane (Mrs. Albert) Jones and Rosalind Lane (Mrs. Ivan) Ragland; a special niece, Donella Scott; three grandsons, Shango, Malique and Ian; two great-grandchildren, Shango II, and Brittany; and many other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby express out sorrow on the passing of Marceline Johnson, 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 Marceline Johnson.

TRIBUTE TO LATE MR. WALTER SIMMONS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Walter Simmons, beloved citizen, friend and public servant; and

WHEREAS, Born November 27, 1929, in Livingston, Alabama, Walter Simmons came to Chicago after having served his country honorably in the Korean War. He was involved in broadcasting in the late 1950s and in 1961 he joined the Cook County Clerk's Office. In 1963 he moved to the State of Illinois Department of Registration and Education, and then began a long and productive career as an assistant to public office holders. He was assistant to Alderman Bill Henry during his long tenure with the 24th Ward; and

WHEREAS, More recently, Walter Simmons was employed with the Cook County Public Defenders Office. A man who gave a great deal of time and energy to helping people, he was involved in many civic and community activities and was also senior vice commander for the American Legion Post Crispus Attucks 1268. He supported community efforts through the I Am Brotherhood organization; in addition, he was a precinct captain and a committed member of the 8th Ward Regular Democratic Organization; and

WHEREAS, Walter Simmons was preceded in death by his first wife and three of their four children. He leaves to cherish his memory his second wife, Velda; a daughter, Susie Simmons Harlston; two grandchildren, Joseph and Eric, Jr.; other relatives and an extended family of numerous friends and neighbors; 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 December, 1995, A.D., do hereby express out sorrow on the passing of Walter Simmons, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Walter Simmons and family.

TRIBUTE TO LATE MR. HAROLD WEST, SR.

WHEREAS, God in his infinite wisdom has called to his eternal reward Harold West, Sr., beloved citizen and friend; and

WHEREAS, Born March 23, 1909, in Hazelhurst, Mississippi, Harold West, Sr. was raised and educated in nearby Jackson, and in 1938 he and his wife, Mary, and their two children relocated to Chicago; and

WHEREAS, A longtime member of Park Manor Christian Church, Harold West, Sr. was a loving parent with many friends. He worked as a package designer at AT & T for many years, and retired in 1974. He was a familiar figure in his grateful south side community and of great help to his family and neighbors; and

WHEREAS, His loving wife, Mary, having preceded him in death, Harold West, Sr. leaves to celebrate his life his daughter, Mary Kathryn (Wilson H.) Jones; his son, Harold, Jr.; his five grandchildren; William, III, Michael Jones, Leonard (Brenda), Wilson G.(Darnetha) Jones and Andre; his seven great-grandchildren and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A.D., do hereby express our sorrow on the passing of Harold West, Sr., and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Harold West, Sr..

TRIBUTE TO LATE MS. NORA L. WILLIAMS.

WHEREAS, God in his infinite wisdom has called to her eternal reward Nora L. Williams, beloved citizen and friend, November 14, 1995; and

WHEREAS, Born July 15, 1918, in Daleville, Alabama, the former Nora L. Nelson moved with her family to Birmingham and attended public schools there and later Alabama A & M University, in Normal. She was joined in holy matrimony to James H. Macon in 1937, and this union was blessed with two daughters. The family lived in New York City, and eventually she and her daughters moved to Chicago, in 1959; and

WHEREAS, Nora soon met Alonzo Williams, and they were joined in holy martimony July 21, 1964. Theirs was a marriage rich with affection and with a deep sense of Christian responsibility. Nora L. Williams was a vital, productive member of Grant Memorial A.M.E. Church, where she was president of the Busy Bee Club, treasurer of the Federated Club, secretary of the Missionary Society and a member of the Nurses' Aide Society; and

WHEREAS, In addition to her many church activities, Nora L. Williams contributed greatly to her community. Her services with the Salvation Army League benefited many, and she was one of the most visible members of the 79th & Ogelsby Block Club, sharing her positive ideals and adding to the beauty of her neighborhood; and

WHEREAS, An outstanding citizen who held fast to high standards, morals, values and commitments, Nora L. Williams leaves to celebrate her life her loving husband, Alonzo; two daughters, JoAnn Macon and Helen (Randolph, Sr.) Mitchell; two grandsons, Randolph Mitchell, Jr. and Darrin Mitchell; mother-in-law, Vivian L. Clark; two brothers-in-law, Alfred McCullough and Napoleon Clayton; other relatives and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995,

A.D., do hereby express our sorrow on the passing of Nora L. Williams, and extend to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Nora L. Williams.

CONGRATULATIONS EXTENDED TO FAITH TABERNACLE BAPTIST CHURCH ON ITS OUTSTANDING SUCCESS AND DECEMBER 17, 1995 DECLARED "FAITH TABERNACLE BAPTIST CHURCH DAY IN CHICAGO".

WHEREAS, On December 17, 1995, Faith Tabernacle Baptist Church, now solidly established at 8212 South Cornell Avenue in Chicago's great 8th Ward, will hold its "Mortgage Burning" services; and

WHEREAS, Organized August 31, 1964, at 6211 South Dorchester Avenue under the leadership of Reverend Donald L. Sharp, Faith Tabernacle Baptist Church originally had a membership of twelve. During its first five years, the church held services at 6738 South Cottage Grove Avenue, moving in 1969 to its present location, which it shared with and eventually purchased from Cornell Avenue Baptist Church; and

WHEREAS, Having expanded its properties, its membership and its scope of influence and activity, and still under the dynamic leadership of Reverend Donald L. Sharp, Faith Tabernacle Baptist Church now stands as one of Chicago's most active and most successful religious institutions. Its F.A.I.T.H. Center (Feeding, Assisting, Inspiring, Transforming, Healing) provides hot meals, clothes and food baskets to thousands of persons in need, and in 1995, the church dedicated a 24-unit apartment building as a means of affordable housing for low-income families. On November 16, 1995, Faith Tabernacle was honored with the Good Neighbor Award from the Chicago Association of Realtors; and

WHEREAS, Faith Tabernacle Baptist Church's endeavor to provide affordable housing -- a joint venture with the Chicago Department of Housing, the Chicago Housing Authority, LaSalle National Bank, Chicago Equity Fund and the Chicago Community Loan Fund -- has received national attention, including front page coverage by *The Wall Street Journal;* 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 December, 1995, A.D., do hereby congratulate Faith Tabernacle Baptist Church on its

outstanding success, and in that regard do hereby declare that Sunday, December 17, 1995, be known as "Faith Tabernacle Baptist Church Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Faith Tabernacle Baptist Church.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. GARRETT BUSHMAN.

WHEREAS, Garrett Bushman passed away on Tuesday, November 14, 1995, at the age of seventy-five; and

WHEREAS, Garrett Bushman, dearly beloved husband of the late Josephine (Meis) Bushman; and

WHEREAS, Garrett Bushman, devoted father of Shirley (Pierce) Buckley; and

WHEREAS, Garrett Bushman, fond grandfather of Perry (Lillian) Buckley, Mark C.F.D. (Renee) Buckley, and Scott C.F.D. (Lora) Buckley; and

WHEREAS, Garrett Bushman, great-grandfather of Scott II, James Brittney, Sean and Nicole; and

WHEREAS, Garrett Bushman, dear brother of Nicky, Gordon and the late Harold; and

WHEREAS, Garrett Bushman, World War II veteran of the Pacific Theater; and

WHEREAS, A cherished friend of many and a good neighbor to all, Garrett Bushman 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 December in 1995, do hereby extend to the family of the late Garrett Bushman 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 Garrett Bushman.

TRIBUTE TO LATE MR. ARTHUR T. DILLON.

WHEREAS, Arthur T. Dillon passed away on Thursday, November 30, 1995, at the age eighty-one; and

WHEREAS, Arthur T. Dillon, devoted son of the late Thomas and Agnes Dillon; and

WHEREAS, Arthur T. Dillon, loving brother of the late Thomas J. Dillon; and

WHEREAS, Arthur T. Dillon, fond cousin of Thomas Corcoran, Ellen Houlihan and the Reverend Arthur J. Dillon; and

WHEREAS, A cherished friend of many and a good neighbor to all, Arthur T. Dillon 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 December in 1995, do hereby extend to the family of the late Arthur T. Dillon our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Arthur T. Dillon.

TRIBUTE TO LATE MRS. MARIE M. HORAN.

WHEREAS, Marie M. Horan (nee Hogan) passed away on Friday, November 10, 1995, at the age of eighty-five; and

WHEREAS, Marie M. Horan, beloved wife of the late John F.; and

WHEREAS, Marie M. Horan, loving mother of Jean M. (Raymond) Collins and Maryann (Kevin) Sehring; and

WHEREAS, Marie M. Horan, dearest grandmother of Raymond (Rose) Collins, Rita (David) Canner, Julie Collins, Jennifer (Charles) Korn, John F. Collins, Richard (Barbara) Collins, Kevin (Doreen) Sehring, JoAnn Gibson, Michael (Julie) Sehring, Steven Sehring, Eileen M. Sehring, Jean M. Sehring and David Sehring; and

WHEREAS, Marie M. Horan, great-grandmother of Shane, Jessica, Amanda, Jake, Jill, Lindsey, Allison and Madeline; and

WHEREAS, Marie M. Horan, devoted sister-in-law of Gertrude Noonan; and

WHEREAS, Marie M. Horan, dear sister of Clair (Mary) Hogan and the late John (Florence), Michael (the late Elizabeth), Daniel (the late Margaret), Thomas (Evelyn), Emmett (the late Marylene) and Bernard (the late Sally); and

WHEREAS, Marie M. Horan, fond aunt of many nieces and nephews; and

WHEREAS, Marie M. Horan, member of Saint Gabriel Women's Club, Saint Gabriel Friendly Club, McGuane Park Seniors and Sixty Plus Club; and

WHEREAS, A cherished friend of many and a good neighbor to all, Marie M. Horan will be fondly remembered and fondly 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 December in 1995, do hereby extend to the family of the late Marie M. Horan 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 M. Horan.

TRIBUTE TO LATE MRS. LOUISE POWER KING.

WHEREAS, Louise Power King passed away on Monday, November 20, 1995, at the age of eighty-four; and

WHEREAS, Louise Power King, dearly beloved wife of the late Thomas J.; and

WHEREAS, Louise Power King, loving sister of the late Mary Steinhauser; and

WHEREAS, Louise Power King, fond aunt and great-aunt of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Louise Power King 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 the members of the City Council of the City of Chicago, gathered here this thirteenth day of December in 1995, do hereby extend to the family of the late Louise Power King our deepest condolences and most heartfelt sympathies; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Louise Power King.

CONGRATULATIONS EXTENDED TO BRIDGEPORT CATHOLIC ACADEMY WIDGET AND VARSITY FOOTBALL TEAMS ON WINNING 1995 CATHOLIC GRADE SCHOOL CONFERENCE CHAMPIONSHIP.

WHEREAS, The Widget and Varsity football teams of Bridgeport Catholic Academy swept the Catholic Grade School Conference on Sunday, November 13, 1995; and

WHEREAS, Bridgeport Catholic Academy is located in the heart of the 11th Ward's Bridgeport community; and

WHEREAS, Bridgeport Catholic Academy has long enjoyed an outstanding reputation for its sports and athletic programs; and

WHEREAS, The Catholic Grade School Conference is the largest Catholic grade school conference league in the State of Illinois; and

WHEREAS, Entering the finals with an 8-1 record, the Widget team defeated Tinley Park's Saint Alexander in an exciting overtime, clinching the title with a 14-8 win; and

WHEREAS, Also with an 8-1 record, the Varsity team defeated Naperville's Saint Raphael in overtime with a 20-14 victory; and

WHEREAS, The Widget and Varsity teams of Bridgeport Catholic Academy have enjoyed a spectacular year, and are highly deserving of all of the best wishes of their families and fans, who provided consistent support and encouragement throughout the season; and

WHEREAS, Bridgeport Catholic Academy achieved further honor with the selection of four team members to play on the Catholic Grade School Conference All-Star Team: Pat Flynn, Fern Pedroza, Mark LiFonti and Eric Keefer; and

WHEREAS, The Widget and Varsity football teams of Bridgeport Catholic Academy are deeply grateful to the members of their coaching staff for their hours of time teaching, training and transforming them into two championship teams; 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 December in 1995, do hereby extend to the members of Bridgeport Catholic Academy Widget and Varsity football teams and their coaches our heartiest congratulations on winning the Catholic Grade School Conference of Chicagoland Championship for 1995; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Bridgeport Catholic Academy.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to offer his personal congratulations to the Widget and Varsity football teams of Bridgeport Catholic Academy. Praising the interwoven dedication of the players, coaches and parents, Mayor Daley stated that the Widget and Varsity players had demonstrated excellence both on and off the field. The Mayor then noted the presence of the Widget and Varsity players, together with their coaches and parents in the visitors gallery and requested they rise, whereupon they were applauded by the members of the City Council and its guests.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MS. JOSEPHINE M. BUTTA.

WHEREAS, God in his infinite wisdom has called Josephine M. Butta to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of the late Peter; loving mother of Diane Plate and Raymond Butta; dear grandmother of Alec, Maris, Philip, Julie, Emily and Martin, Josephine leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Josephine Butta and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Josephine M. Butta.

TRIBUTE TO LATE MR. JAMES K. BURDELIK.

WHEREAS, God in his infinite wisdom has called James K. Burdelik to his eternal reward at the age of forty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Debra; loving father of Kimberly Abbas and Sean James; fond step-father of Michele and Nicole; fond grandfather of Hassan-James and Kassem-Ali; dear brother of the late Thomas and Janet; and fond uncle of many nieces and nephews, James leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby honor the life of James K. Burdelik and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James K. Burdelik.

TRIBUTE TO LATE MR. ANTHONY S. COPPOLINO.

WHEREAS, God in his infinite wisdom has called Anthony S. Coppolino to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, Anthony will be deeply missed, but the memory of his character, faith, compassion and love will live on by those who knew and loved him; and

WHEREAS, As a member of the United States Armed Forces, Anthony served our country with pride and dignity; and

WHEREAS, Beloved son of the late Joseph and Anne Coppolino; dear brother of Jennie Poto, Lawrence, Leonard and the late Joseph Jr.; and a good friend to many, Anthony leaves a legacy of faith, compassion and love that will live on in the years to come; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Anthony S. Coppolino and do hereby express our deepest sympathy to his family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Anthony S. Coppolino.

TRIBUTE TO LATE MR. ERNEST L. DAVIS.

WHEREAS, God in his infinite wisdom has called Ernest L. Davis to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of the late Lucille; loving father of Beverly Ramirez, Robert and Janice Ebertsch; fond grandfather of eleven and great-grandfather of twelve, Ernest leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby honor the life of Ernest L. Davis and hereby express our deepest sympathy to his family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ernest L. Davis.

TRIBUTE TO LATE MS. CARMELLA DE SIMONE.

WHEREAS, Carmella DeSimone 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 her passing by Alderman Frank J. Olivo; and

WHEREAS, To her loving husband, James; sons, James, Jr. and Ronald; two grandchildren; and many nieces and nephews, Carmella imparts a legacy of love, hope, dignity 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 December, 1995, do hereby commemorate the life of Carmella DeSimone and do hereby extend our most sincere condolences to the family of Carmella DeSimone; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Carmella DeSimone.

TRIBUTE TO LATE MS. LOTTIE C. DOCKUS.

WHEREAS, God in his infinite wisdom has called Lottie C. Dockus to her eternal reward at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, To her loving daughter, Carol Graczyk; devoted brother, Steve Kasprzyk; one grandchild; and many nieces and nephews, Lottie leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby honor the life of Lottie Dockus, and hereby express our deepest sympathy to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lottie C. Dockus.

TRIBUTE TO LATE MRS. CARMELLA GRECO.

WHEREAS, God in his infinite wisdom has called Carmella Greco to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of Anthony; loving mother of Anthony P. Greco, Virginia A. Kreidler and Philip A. Greco; dearest grandmother of Dennis, Mary, Sean, Christoper, Laura, and Gina; fond sister of Ruth Morano, Dorothy Ruggiero, Victor and the late Martin C., Tony, Janet, Mary, Lucille and Joseph, Carmella leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Carmella Greco, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Carmella Greco.

TRIBUTE TO LATE MR. ROBERT J. HALEY.

WHEREAS, God in his infinite wisdom has called Robert J. Haley to his eternal reward at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of the late Anna; dearest father of Robert and James Haley; grandfather of Kenneth, Susan and Kevin; brother of Helen Pasqual and the late James Healy, Rose Carney, Thomas and Rita Haley; and uncle to many nieces and nephews; and

WHEREAS, Robert was a retired employee of the City of Chicago, Department of Aviation; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Robert J. Haley, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert J. Haley.

TRIBUTE TO LATE MRS. ISABELLE HINICH.

WHEREAS, God in his infinite wisdom has called Isabelle Hinich to her eternal reward at the age seventy-six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, To her loving husband, Robert; sisters, Mary La Banca and Cindy Marquardt; and brother, Michael Gotto, Isabelle leaves a legacy of faith, dignity, compassion, and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby honor the life of Isabelle Hinich and hereby express our deepest sympathy to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Isabelle Hinich.

TRIBUTE TO LATE MR. JOSEPH J. HROCH.

WHEREAS, God in his infinite wisdom has called Joseph J. Hroch to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, Joseph was a United States Army World War II veteran and a prisoner of war; and

WHEREAS, To his beloved wife, Jean; dear sister, Rose Vacha; and to his many nieces and nephews, Joseph leaves a legacy of faith, dignity, compassion, and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby honor the life of Joseph J. Hroch and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph J. Hroch.

TRIBUTE TO LATE MRS. FRANCES M. JABLONSKY.

WHEREAS, God in his infinite wisdom has called Frances M. Jablonsky to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Frances will be deeply missed, but the memory of her character, faith, compassion and love will live on by those who knew and loved her; and

WHEREAS, To her loving husband, Anthony; son, Thomas; daughter, Nancy Leszczynski; brothers, Mathew and the late John Kiereta, Jr.; grandchildren, Rebecca and Adam; and her many friends, Frances leaves a legacy of faith, compassion and love that will live on in the years to come; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Frances M. Jablonsky and do hereby express our deepest sympathy to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frances M. Jablonsky.

TRIBUTE TO LATE MRS. ELIZABETH KILCOMMONS.

WHEREAS, God in his infinite wisdom has called Elizabeth Kilcommons to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of the late Michael; loving mother of Thomas, Mary Ellen, Mark, Elizabeth Ann and Michael Kilcommons; daughter of the late Mark and Ellen Grady; sister of Theresa O'Driscoll and the late Mary Ellen White, Austin, Mark and Ann Grady; grandmother of Theresa, Lauren and Julia; aunt of Barry O'Driscoll, Mary Catherine, Michael, and Jack Brennan, Elizabeth leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Elizabeth Kilcommons and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Elizabeth Kilcommons.

TRIBUTE TO LATE MR. LEO J. KRUKOWSKI.

WHEREAS, God in his infinite wisdom has called Leo J. Krukowski to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, Leo J. Krukowski was a World War II Marine veteran; and

WHEREAS, As the beloved husband of Margaret; loving father of Susan Funke, Lee and Don; dear grandfather of Lisa and Justin Funke and Brandon; fond brother of Tony, Wanda Ferrera and Al; and uncle to many, Leo leaves a legacy of love, dignity, faith and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Leo J. Krukowski and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Leo J. Krukowski.

TRIBUTE TO LATE MRS. MARY KWIATKOWSKI.

WHEREAS, God in his infinite wisdom has called Mary Kwiatkowski to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of Joseph; loving mother of the late Joseph Ronald; and relative to many in the Chicago area and Poland, Mary leaves a legacy of faith, dignity, compassion, and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Mary Kwiatkowski, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Kwiatkowski.

TRIBUTE TO LATE MR. ROBERT J. LUCAS.

WHEREAS, God in his infinite wisdom has called Robert J. Lucas to his eternal reward at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, Robert was a World War II veteran; and

WHEREAS, As the beloved husband of Josephine; loving father of Robert Jr., Joseph, Philip, Karl and Kathy; dear grandfather of four; and fond brother of Elsie Zarzecki and Esther Skinner, Robert leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Robert J. Lucas and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert J. Lucas.

TRIBUTE TO LATE MS. RACHEL LUGO.

WHEREAS, God in his infinite wisdom has called Rachel Lugo to her eternal reward at the age of forty-one; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, To her loving parents Efren and Evangeline Camacho; devoted sisters, Juanita, Martha, Evangelina, Rosie and Elizabeth; grandmother, Catalina Camacho; and many nieces and nephews, Rachel leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, do hereby honor the life of Rachel Lugo and hereby express our deepest sympathy to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rachel Lugo.

TRIBUTE TO LATE MRS. HELEN M. MAHONEY.

WHEREAS, God in his infinite wisdom has called Helen M. Mahoney to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of the late Edmund F.; loving mother of Patricia Bilanzic, Edmund and Laurie Rydell; caring grandmother of Jeanne Casciato, Edmund Bilanzic, Laurie, Dan Ball, Edmund Mahoney, Susan Birmingham, Tricia Mahoney, Michael and Loriann Rydell; great-grandmother of Nicholas, Jack, Christina Casciato, Madeline and Joseph Bilanzic, Julie and Danny Ball, Andrew and Alyssa Birmingham; beloved sister of Walter Fleming, Lauraine Kienzie and the late Catherine Salvato, John Fleming, Rita Siekler and Gene Larson; and fond aunt to many, Helen leaves a legacy of faith, dignity, compassion, and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby express our sorrow on the death of Helen Mahoney and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Helen M. Mahoney.

TRIBUTE TO LATE MR. JOHN MAZZOLA.

WHEREAS, God in his infinite wisdom has called John Mazzola to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Rose; loving father of John, Raymond, Loretta Kunovic, Marie Coyle and Anthony; dear grandfather of nine; fond brother of Lucy Trapani, Joseph Mazzola and Sarah Frankowski, John leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of December, 1995, do hereby honor the life of John Mazzola and hereby extend our deepest sympathy to his family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Mazzola.

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Tasha Kelly, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Tasha Kelly.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. ODIS LANE FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Odis Lane is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Odis Lane, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Odis Lane.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. GRIZEL LIZARDI FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Grizel Lizardi is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Grizel Lizardi, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Grizel Lizardi.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. CHRISTINA MANZANO FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Christina Manzano is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Christina Manzano, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Christina Manzano.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. DAYANA MARIN FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Dayana Marin is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do

hereby pay tribute to Dayana Marin, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dayana Marin.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. YESENIA MATEO FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Yesenia Mateo is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Yesenia Mateo, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Yesenia Mateo.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. LENADA MC GILL FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Lenada McGill is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Lenada McGill, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Lenada McGill.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. ANGELES MEZA FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Angeles Meza is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Angeles Meza, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Angeles Meza.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. GRETCHEN MILLER FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Gretchen Miller is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Gretchen Miller, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Gretchen Miller.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. FARAH MIRZA FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Farah Mirza is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Farah Mirza, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Farah Mirza.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. ELIZABETH MONTABO FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Elizabeth Montabo is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Elizabeth Montabo, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Elizabeth Montabo.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. PREETHA NARAYAN FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Preetha Narayan is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Preetha Narayan, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Preetha Narayan.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. KENIA REZA FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Kenia Reza is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Kenia Reza, who has given outstanding service to the

community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Kenia Reza.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. MEWSETTE MALENA RIOS FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Mewsette Malena Rios is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Mewsette Malena Rios, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mewsette Malena Rios.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. JACKIE RODRIGUEZ FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Jackie Rodriguez is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Jackie Rodriguez, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Jackie Rodriguez.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. DONNA TIMS FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Donna Tims is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Donna Tims, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Donna Tims.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. ANA LAURA TOTOTZINTLE FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Ana Laura Totozintle is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Ana Laura Totoztintle, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ana Laura Totoztintle.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. VERONICA VALDEZ FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Veronica Valdez is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Veronica Valdez, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Veronica Valdez.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. MARIO WILSON FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Mario Wilson is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Mario Wilson, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mario Wilson.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. SMRET WOLDEGIOGIS FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Smret Woldegiogis is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do

hereby pay tribute to Smret Woldegiogis, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Smret Woldegiogis.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. ERICA WOOD FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Erica Wood is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Erica Wood, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Erica Wood.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MR. YEAN YOEUN FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Yean Yoeun is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Yean Yoeun, who has given outstanding service to the community and city, and extend our heartiest congratulations on his activity during Key Club Week, and encourage his continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Yean Yoeun.

RECOGNITION EXTENDED TO SENN HIGH SCHOOL KIWANIS KEY CLUB MEMBER MS. THERESA LI YU FOR CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, Theresa Li Yu is a member of the Senn High School Kiwanis Key Club; and

WHEREAS, The week of November 6 through 10, 1995 was Key Club Week at Senn High School; and

WHEREAS, On November 6, the Key Club participated in an early morning clean up of the grounds around the school; and

WHEREAS, On November 7, the Key Club participated in a presentation of their activities to Kiwanis North Shore; and

WHEREAS, On November 8, members of the Key Club tutored elementary students at Epworth Church; and

WHEREAS, On November 9, members of the Key Club participated in a volunteer program at the Northside Learning Center; and

WHEREAS, On November 10, members of the Key Club participated in a food collection for Care for Real; and

WHEREAS, The Key Club raised funds for Iodine Deficiency Disorders and the United Nations Children's Fund; 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 December, 1995, do hereby pay tribute to Theresa Li Yu, who has given outstanding service to the community and city, and extend our heartiest congratulations on her activity during Key Club Week, and encourage her continued participation in such efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Theresa Li Yu.

CONGRATULATIONS EXTENDED TO UPTOWN RECYCLING, INC. ON PROVIDING TEN YEARS OF ENVIRONMENTAL SERVICES TO CITY OF CHICAGO.

WHEREAS, Uptown Recycling, Inc. is currently celebrating ten years of

growth and development into one of our great city's leading not-for-profit recycling organizations; and

WHEREAS, During the past decade, Uptown Recycling, Inc. has expanded from a part-time buy-back center in the rear of a van to become a wide-reaching establishment providing over ten thousand households with curbside, subscription and containerized recycling services. By the end of this year, Uptown Recycling, Inc. will have collected more than one thousand six hundred tons of recyclables through its collection programs, diverting many valuable materials from the overflowing stream of waste produced in the normal urban setting; and

WHEREAS, In 1995 alone, Uptown Recycling, Inc. began containerized collection service to large residential buildings, businesses, offices and other commercial establishments and in addition initiated a recycling pilot project in partnership with seven schools in the grateful Uptown community; and

WHEREAS, Uptown Recycling, Inc.'s success is due not only to great vision and foresight, but to the volunteer ideas, time, energy, sweat and money which have helped this fine organization thrive in its first decade of development and success; 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 December, 1995, A.D., do hereby express our congratulations to Uptown Recycling, Inc. as this great not-for-profit organization celebrates ten years of providing outstanding services to the community and we extend to its organizers, administrators and many volunteers our gratitude and our best wishes for continued success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Uptown Recycling, Inc..

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
HAITHCOCK (2nd Ward)	South State Street, at 725 -- 8:00 A.M. to 9:00 P.M. -- daily;
HOLT (5th Ward)	South Cornell Avenue, at 5331 -- 5341 -- at all times -- no exceptions -- handicapped only;
JONES (15th Ward)	West 71st Street, at 2638 -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday;
OCASIO (26th Ward)	North California Avenue, at 2954 -- 2956, for a distance of 35 feet -- 8:00 A.M. to 8:00 P.M. -- daily;
	West North Avenue, at 2211, for a distance of 35 feet thereof -- at all times -- fifteen minutes standing zone;
	West North Avenue, at 3234, for a distance of 35 feet -- 8:00 A.M. to 12:00 Noon -- Monday through Friday;

Alderman	Location, Distance And Time
BURNETT (27th Ward)	West Hubbard Street, at 1640 -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday (for a distance of approximately four parking spaces);
	West Washington Boulevard, at 822 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (tow-away zone);
	North Wells Street, at 1143 -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday;
	North Wells Street, at 1535 -- 3:00 P.M. to 12:00 Midnight -- daily (tow-away zone);
	North Wells Street, at 1541 (request three spaces in front of 1528 North Wells Street) 10:00 A.M. to 2:00 A.M. -- daily (valet parking);
WOJCIK (30th Ward)	West Fullerton Avenue, at 5041 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
SUAREZ (31st Ward)	North Pulaski Road, at 1515 -- 9:00 A.M. to 7:00 P.M. -- daily;
MELL (33rd Ward)	North Kedzie Avenue, at 4100 (alongside on West Belle Plaine Avenue) 9:00 A.M. to 5:00 P.M. -- Monday through Saturday;
	North Kedzie Avenue, at 4340 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;

Alderman	Location, Distance And Time
ALLEN (38th Ward)	North Kilbourn Avenue, at 3828 -- 8:30 A.M. to 6:00 P.M. -- Monday through Saturday;
NATARUS (42nd Ward)	North Wabash Avenue, at 11, for a distance of approximately forty feet -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday (tow-away zone);
MOORE (49th Ward)	West Howard Street, at 1627 -- 12:00 Noon to 12:00 Midnight -- Monday through Saturday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 434 WEST DIVERSEY AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West Diversey Avenue, at 434 -- 11:00 A.M. to 10:00 P.M. -- daily" and inserting in lieu thereof: "West Diversey Avenue, at 434 -- 9:00 A.M. to 12:00 Midnight -- daily", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF NORTH LINCOLN AVENUE.

Alderman Bernardini (43rd 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 2424 -- 9:00 A.M. to 12:00 Midnight -- daily (tow-away zone)" and inserting in lieu thereof: "North Lincoln Avenue (west side) from a point 225 feet north of West Fullerton Parkway to a point 25 feet north thereof -- 9:00 A.M. to 12:00

Midnight -- daily (tow-away zone)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 1101 WEST RANDOLPH 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 Randolph Street, at 1101 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "West Randolph Street, at 1101 (easterly to the corner) 7:00 A.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF WEST WRIGHTWOOD AVENUE.

Alderman Bernardini (43rdWard) presented a proposed ordinance to amend an ordinance passed by the City Council on December 11, 1991 (Council Journal of Proceedings, page 11124) which established loading zones on portions of specified public ways by striking the words: "West Wrightwood Avenue, at 705 -- 707, from a point west of North Orchard Street to a point 25 feet west thereof -- fifteen minute parking -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "West Wrightwood Avenue, at 713 -- fifteen minute parking -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday", 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 and an order 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
HOLT (5th Ward)	East 74th Street, from South Kimbark Avenue to South Stony Island Avenue -- easterly;
HUELS (11th Ward)	West 45th Place, between South Wallace Street and South Normal Avenue -- easterly;
JONES (15th Ward)	South Seeley Avenue, at 6300 -- 6700 -- southerly;
EVANS (21st Ward)	South Union Avenue, from West 86th Street to West 87th Street -- southerly;
WOJCIK (30th Ward)	First north/south alley north of North Milwaukee Avenue, from North Keeler Avenue to West Addison Street -- northerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF SOUTH MICHIGAN AVENUE.

Alderman Steele (6th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on August 30, 1972 (Council Journal of Proceedings, page 3627) which restricted the movement of vehicular traffic to a single direction on portions of specified public ways by striking the words: "South Michigan Avenue, from East 94th Street to East 95th Street -- southerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF PARKING METERS AT SPECIFIED LOCATIONS.

Alderman Burnett (27th Ward) presented three proposed orders directing the Commissioner of Transportation to consider the installation of parking meters at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

North Franklin Street (both sides) between West Locust Street and West Walton Street -- three hour limit;

West Kinzie Avenue (both sides) from North Des Plaines Street (600 west) to a point six spaces east thereof -- one hour limit; and

West Washington Boulevard (north side) at 1058 -- three hour limit.

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 62nd Street (south side) from South Kedzie Avenue to the first alley east thereof -- two hour limit -- 7:00 A.M. to 7:00 P.M. -- no exceptions;
BURNETT (27th Ward)	North Larrabee Avenue, from West Chicago Avenue to West Locust Street -- at all times -- no exceptions.

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
GRANATO (1st Ward)	West Julian Street, at 1739 (except for handicapped);
HAITHCOCK (2nd Ward)	West Adams Street, at 2428 (except for handicapped);
PRECKWINKLE (4th Ward)	South Ridgewood Court, at 5468 (except for handicapped);
HOLT (5th Ward)	East 69th Street, at 1621 (except for handicapped);
STEELE (6th Ward)	South Champlain Avenue, at 8100 (except for handicapped);
	South Champlain Avenue, at 8251 (except for handicapped);
	South Evans Avenue, at 7849 (except for handicapped);
	South St. Lawrence Avenue, at 7845 (except for handicapped);
	South Parnell Avenue, at 7118 (except for handicapped);
	South Prairie Avenue, at 9725 (except for handicapped);
	South Stewart Avenue, at 6934 (except for handicapped);

Alderman	Location And Distance
	East 90th Place, at 623 (except for handicapped);
BEAVERS (7th Ward)	South Escanaba Avenue, at 8004 (except for handicapped);
	South Essex Avenue, at 8705 (except for handicapped);
DIXON (8th Ward)	South Harper Avenue, at 9220 (except for handicapped);
	South Kimbark Avenue, at 7936 (except for handicapped);
	East 83rd Street, at 1615 (except for handicapped);
	East 89th Place, at 816 (except for handicapped);
SHAW (9th Ward)	South Indiana Avenue, at 12141 (except for handicapped);
BUCHANAN (10th Ward)	South Avenue G, at 10934 (except for handicapped);
	South Avenue L, at 9744 (except for handicapped);
	South Avenue O, at 10726 (except for handicapped);
HUELS (11th Ward)	South Leavitt Street, at 3357 (except for handicapped);
	West 48th Place, at 602 (except for handicapped);
FRIAS (12th Ward)	South Christiana Avenue, at 2853 (except for handicapped);

Alderman	Location And Distance
	South Hermitage Avenue, at 4322 (except for handicapped);
	South Washtenaw Avenue, at 2407 (except for handicapped);
	West 38th Street, at 3218 (except for handicapped);
	West 44th Street, at 1622 (except for handicapped);
OLIVO (13th Ward)	South Austin Avenue, at 6422 (except for handicapped);
	South Parkside Avenue, at 5935 (except for handicapped);
	West 64th Place, at 6244 (except for handicapped);
BURKE (14th Ward)	South Francisco Avenue, at 4323 (except for handicapped);
	South Mozart Street, at 6620 (except for handicapped);
	South Whipple Street, at 6510 (except for handicapped);
JONES (15th Ward)	South Artesian Avenue, at 6343 (except for handicapped);
	South Fairfield Avenue, at 6616 (except for handicapped);
	South Honore Street, at 5952 (except for handicapped);
	South Honore Street, at 6011 (except for handicapped);

Alderman	Location And Distance
	South Maplewood Avenue, at 6101 (side driveway);
	South Wolcott Avenue, at 6332 (except for handicapped);
	West 69th Street, at 2534 (parking lot);
STREETER (17th Ward)	South Justine Street, at 6531 (except for handicapped);
	South Sangamon Street, at 7004 (except for handicapped);
	South Sangamon Street, at 7346 (except for handicapped);
	West 73rd Place, at 1430 (except for handicapped);
	West 77th Street, at 1420 (except for handicapped);
MURPHY (18th Ward)	South Wood Street, at 7930 (except for handicapped);
RUGAI (19th Ward)	South Charles Street, at 10442 (except for handicapped);
TROUTMAN (20th Ward)	South Langley Avenue, at 6219 (except for handicapped);
	South Wabash Avenue, at 5615 (except for handicapped);
	West 65th Place, at 429 (except for handicapped);
MUNOZ (22nd Ward)	South Hamlin Avenue, at 2237 (except for handicapped);

Alderman	Location And Distance
	South Kolin Avenue, at 2714 (except for handicapped);
	South Ridgeway Avenue, at 2226 (except for handicapped);
CHANDLER (24th Ward)	West Flournoy Street, at 3132 -- 3138;
	West Gladys Avenue, at 4924 (except for handicapped);
	West Harrison Street, at 4834 (except for handicapped);
	South Karlov Avenue, at 1647 (except for handicapped);
	South Sawyer Avenue, at 1937 (except for handicapped);
	South Troy Street, at 1945 (except for handicapped);
	South Trumbull Avenue, at 1506 (except for handicapped);
	South Trumbull Avenue, at 2110 (except for handicapped);
	West Van Buren Street, at 4702 (except for handicapped);
OCASIO for *MEDRANO* (25th Ward)	West Cullerton Street, at 1530 (except for handicapped);
	South Oakley Avenue, at 2311 (except for handicapped);
	West 19th Place, at 1166 (except for handicapped);

Alderman	Location And Distance
	West 21st Place, at 2104 (except for handicapped);
OCASIO (26th Ward)	West Concord Place, at 3707 (except for handicapped);
	West Pierce Avenue, at 3548 (except for handicapped);
	North Rockwell Street, at 2418 (except for handicapped);
	North Talman Avenue, at 1723 (except for handicapped);
	North Talman Avenue, at 1844 (except for handicapped);
	North Wilmot Avenue, at 1940 (except for handicapped);
BURNETT (27th Ward)	North Artesian Avenue, at 454 (except for handicapped);
	North Christiana Avenue, at 639 (except for handicapped);
	South Marshfield Avenue, at 300 (except for handicapped);
	West Ohio Street, at 2109 (except for handicapped);
	North Peoria Street, from West Randolph Street to West Lake Street;
	North Wieland Street, at 1401Y (except for handicapped);

Alderman	Location And Distance
E. SMITH (28th Ward)	West Adams Street, at 4021 (except for handicapped);
	West Adams Street, at 4133 (except for handicapped);
	West Addison Street, at 5069 (except for handicapped);
	West Kamerling Avenue, at 4316 (except for handicapped);
	West Kinzie Street, at 4954 (except for handicapped);
	North Trumbull Avenue, at 523 (except for handicapped);
	West Walnut Street, at 3527 (except for handicapped);
	West West End Avenue, at 4738 (except for handicapped);
BURRELL (29th Ward)	West Adams Street, at 5425 (except for handicapped);
	West Flournoy Street, at 5518 (except for handicapped);
	West Van Buren Street, at 5054C (except for handicapped);
WOJCIK (30th Ward)	West Altgeld Street, at 5340 (except for handicapped);
	West Eddy Street, at 4167 (except for handicapped);
	West George Street, at 5300 (except for handicapped);
	North Hamlin Avenue, at 4343 (except for handicapped);

Alderman	Location, Distance And Time
	North Harding Avenue, at 2815 (except for handicapped);
	North Haussen Court, at 3027 (except for handicapped);
	North Kedvale Avenue, at 3749 (except for handicapped);
	North Kenneth Avenue, at 3306 (except for handicapped);
	North Kilbourn Avenue, at 3113 (except for handicapped);
	North Kilpatrick Avenue, at 3456 (except for handicapped);
	North Major Avenue, at 2854 (except for handicapped);
	West Montana Street, at 4926 (except for handicapped);
	North Springfield Avenue, at 4124 (except for handicapped);
	West Wellington Avenue, at 5635 (except for handicapped);
SUAREZ (31st Ward)	West McLean Avenue, at 4647 (except for handicapped);
	West Montana Street, at 4633 (except for handicapped);
GABINSKI (32nd Ward)	West Lyndale Avenue, at 2334 (except for handicapped);
	West Melrose Street, at 1744 (except for handicapped);

Alderman	Location, Distance And Time
MELL (33rd Ward)	West Eddy Street, at 3122 (except for handicapped);
	North Richmond Street, at 4421 (except for handicapped);
AUSTIN (34th Ward)	South Stewart Avenue, at 12259 (except for handicapped);
	West 103rd Street, at 45 (east and west boundaries);
COLOM (35th Ward)	West Altgeld Street, at 3274 (except for handicapped);
	West Cortland Avenue, at 3429 (except for handicapped);
	North Francisco Avenue, at 1935 (except for handicapped);
	North Kimball Avenue, at 2649 (except for handicapped);
	North Kimball Avenue, at 3109 (except for handicapped);
BANKS (36th Ward)	West Addison Street, at 6743 (except for handicapped);
	West Barry Avenue, at 6128 (except for handicapped);
	North Natoma Avenue, at 1824 (except for handicapped);
	North Nordica Avenue, at 3748 (except for handicapped);
	North Oak Park Avenue, at 3540 (except for handicapped);

Alderman	Location, Distance And Time
GILES (37th Ward)	West Crystal Street, at 5318 (except for handicapped);
	North Laramie Avenue, at 1626 (except for handicapped);
	North Leclaire Avenue, at 1048 (except for handicapped);
	West Potomac Avenue, at 4316 (except for handicapped);
ALLEN (38th Ward)	West Byron Street, at 5523 (except for handicapped);
	West Montrose Avenue, at 5754 (except for handicapped);
	North Mulligan Avenue, at 4265 (except for handicapped);
LEVAR for *O'CONNOR* (40th Ward)	North Artesian Avenue, at 5834 (except for handicapped);
	West Summerdale Avenue, at 1921 (except for handicapped);
	North Talman Avenue, at 5746 (except for handicapped);
NATARUS (42nd Ward)	South Aberdeen Street, at 913 (except for handicapped);
LEVAR (45th Ward)	North Nagle Avenue, at 5855 (except for handicapped);
	West Sunnyside Avenue, at 4303 (except for handicapped);

Alderman	Location, Distance And Time
SHILLER (46th Ward)	North Magnolia Avenue, at 4878, to extend 25 feet (except for handicapped);
SCHULTER (47th Ward)	North Bell Avenue, at 4914 (except for handicapped);
	North Winchester Avenue, at 4848 (except for handicapped);
MOORE (49th Ward)	West Estes Avenue, at 1733 (except for handicapped);
	West Greenleaf Avenue, at 1600 (except for handicapped);
	West Sherwin Avenue, at 1209 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 719 SOUTH ABERDEEN STREET.

Alderman Natarus (42nd 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 Aberdeen Street, at 719 (Handicapped Parking Permit 9764)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1335 NORTH ASTOR STREET.

Alderman Natarus (42nd 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 Astor Street, at 1335 (Handicapped Parking Permit 9066)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 9729 SOUTH AVENUE L.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Avenue L, at 9729 (Handicapped Parking Permit 110)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 10355 SOUTH AVENUE N.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Avenue N, at 10355 (Handicapped Parking Permit 8802)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 10633 SOUTH BENSLEY 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

Bensley Avenue, at 10633 (Handicapped Parking Permit 7215)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2837 NORTH CENTRAL AVENUE.

Alderman Colom (35th 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 Central Avenue, at 2837 (Handicapped Parking Permit 10029)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6855 SOUTH CORNELL AVENUE.

Alderman Holt (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Cornell Avenue, at 6855 (Handicapped Parking Permit 9521)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6943 SOUTH KARLOV AVENUE.

Alderman Olivo (13th 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 Karlov Avenue, at 6943 (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 8240 SOUTH MARSHFIELD AVENUE.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Marshfield Avenue, at 8240 (Handicapped Parking Permit 9562)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6031 NORTH MASON 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: "North Mason Avenue, at 6031 (Handicapped Parking Permit 3657)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5737 NORTH MEADE 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: "North Meade Avenue, at 5737 (Handicapped Parking Permit 9758)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5435 SOUTH NATOMA AVENUE.

Alderman Zalewski (23rd 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 Natoma Avenue, at 5435 (Handicapped Parking Permit 4669)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5310 WEST NELSON STREET.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Nelson Street, at 5310 (Handicapped Parking Permit 5559)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1400 NORTH OAKLEY AVENUE.

Alderman Ocasio (26th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Oakley Avenue (west side) at 1400 -- no parking at any time" and inserting in lieu thereof: "North Oakley Avenue (west side) at 1400 -- no parking -- 6:00 P.M. to 6:00 A.M. -- daily", 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 PARIS 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 Paris Avenue, at 3626 (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 4052 WEST PATTERSON AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Patterson Avenue, at 4052 (Handicapped Parking Permit 1598)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6835 SOUTH PAXTON AVENUE.

Alderman Holt (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Paxton Avenue, at 6835 (Handicapped Parking Permit 7451)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7351 NORTH RIDGE AVENUE.

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 Ridge Avenue, at 7351 (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 6609 WEST SCHREIBER AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Schreiber Avenue, at 6609 (Handicapped Parking Permit 9331)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 740 WEST SCHUBERT AVENUE.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Schubert Avenue, at 740 (Handicapped Parking Permit 1218)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3040 SOUTH THROOP 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 Throop Street, at 3040 (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 2804 SOUTH UNION 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 Union Avenue, at 2804 (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 6156 -- 6158 SOUTH WASHTENAW 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 Washtenaw Avenue, at 6156 -- 6158 (Handicapped Parking Permit 1024)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 200 EAST 72ND STREET.

Alderman Steele (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "East 72nd Street, at 200 (Handicapped Parking Permit 5805)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT 110 NORTH PAULINA STREET.

Alderman Burnett (27th Ward) presented a proposed ordinance to prohibit the parking of vehicles at 110 North Paulina Street, from 7:00 A.M. to 3:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS ON NORTH CICERO AVENUE, FROM WEST CHICAGO AVENUE TO WEST IOWA STREET.

Alderman Giles (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Cicero Avenue, from West Chicago Avenue to West Iowa Street -- at all times" and inserting in lieu thereof: "North Cicero Avenue, from West Chicago Avenue to West Iowa Street -- no parking/tow-away zone/street cleaning -- 6:30 A.M. to 9:30 A.M. and 3:30 P.M. to 6:30 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS ON NORTH CICERO AVENUE, FROM WEST NORTH AVENUE TO WEST LE MOYNE STREET.

Alderman Giles (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Cicero Avenue, from West North Avenue to West LeMoyne Street -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday" and inserting in lieu thereof: "North Cicero Avenue, from West North Avenue to West LeMoyne Street -- 6:30 A.M. to 9:30 A.M. and 3:30 P.M. to 6:30 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS ON PORTION OF NORTH KEDZIE AVENUE.

Alderman Colom (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Kedzie Avenue, between North Milwaukee Avenue and North Diversey Avenue", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS AT 3028 NORTH KILPATRICK AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Kilpatrick Avenue, at 3028 (Handicapped Parking Permit 7241)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS ON PORTION OF NORTH LEOTI AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on July 13, 1995 (Council Journal of Proceedings, page 4640) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Leoti Avenue (west side) from a point 160 feet south of North Hiawatha Avenue, to a point 75 feet south thereof -- 7:30 A.M. to 4:00 P.M." and inserting in lieu thereof: "North Leoti Avenue (west side) from a point 160 feet south of North Hiawatha Avenue, to a point 75 feet south thereof -- 7:30 A.M. to 4:00 P.M. -- on all school days", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the establishment of 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
HUELS (11th Ward)	South Emerald Avenue (both sides) from West 30th Street to West 31st Street -- at all times;
FRIAS (12th Ward)	South Fairfield Avenue (both sides) in the 4200 block -- 8:30 A.M. to 4:30 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
EVANS (21st Ward)	South Aberdeen Street (both sides) in the 8700 block -- 7:00 A.M. to 10:00 P.M. -- Monday through Saturday; South Normal Avenue, in the 9400 block -- 7:00 A.M. to 7:00 P.M. -- Sunday only; South Peoria Street (both sides) in the 8100 block -- 12:00 A.M. to 11:00 P.M. -- daily;
COLOM (35th Ward)	West Belden Avenue (both sides) in the 2800 and 2900 blocks -- at all times; West Dickens Avenue (both sides) in the 3200 block -- at all times; North Hamlin Avenue (both sides) in the 2700 block -- at all times; West Lyndale Avenue (both sides) in the 2800 and 2900 blocks -- at all times; North Troy Street (both sides) in the 2600 and 2700 blocks -- at all times;
DOHERTY (41st Ward)	North Rutherford Avenue (both sides) in the 4800 block -- at all times -- daily;
BERNARDINI (43rd Ward)	North Seminary Avenue (both sides) in the 2100 block -- 6:00 P.M. to 6:00 A.M. -- daily.

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 40 TO INCLUDE PORTION OF SOUTH FINANCIAL PLACE.

Alderman Haithcock (2nd Ward) presented a proposed order which would authorize the Commissioner of Transportation to give consideration to extending Residential Permit Parking Zone 40 to include South Financial Place, from West Harrison Street to West Polk Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 103 ON PORTION OF NORTH AVONDALE AVENUE.

Alderman Wojcik (30th Ward) presented a proposed order which would authorize the Commissioner of Transportation to give consideration to extending Residential Permit Parking Zone 103 to include North Avondale Avenue, between West Eddy Street and the first alley south thereof, to be in effect at all times, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 103 ON PORTION OF WEST CORNELIA AVENUE.

Alderman Wojcik (30th Ward) presented a proposed order which would authorize the Commissioner of Transportation to give consideration to extending Residential Permit Parking Zone 103 to include West Cornelia Avenue, between North Avondale Avenue and North Lawndale Avenue, to be in effect at all times, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 103 ON PORTION OF NORTH LAWNDALE AVENUE

Alderman Wojcik (30th Ward) presented a proposed order which would authorize the Commissioner of Transportation to give consideration to extending Residential Permit Parking Zone 103 to include North Lawndale Avenue, between West Eddy Street and West Cornelia Avenue, to be in effect at all times, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 132 TO INCLUDE 2500 BLOCK OF WEST LELAND AVENUE.

Alderman Mell (33rd Ward) presented a proposed order to authorize the Commissioner of Transportation to give consideration to extending Residential Permit Parking Zone 132 to include the 2500 block of West Leland Avenue, 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 ARTESIAN AVENUE.

Alderman Jones (15th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 14, 1994 (Council Journal of Proceedings, pages 5635 and 5636) which established residential permit parking zones on portions of specified public ways by striking the words: "South Artesian Avenue (both sides) from West 73rd Street to West 74th Street -- at all times (Zone 179)", 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 SHERIDAN ROAD.

Alderman Moore (49th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Sheridan Road (both sides) in the 6500 and 6600 blocks -- 7:30 A.M. to 9:30 A.M. and 4:00 P.M. to 7:00 P.M. -- Monday through Friday (Zone 56)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ON PORTION OF SOUTH EMERALD AVENUE EFFECTIVE DURING CHICAGO WHITE SOX BASEBALL GAMES.

Alderman Huels (11th Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on March 15, 1991 (Council Journal of Proceedings, pages 31351 -- 31353) which established residential permit parking on South Emerald Avenue, from West 30th Street to West 31st Street, in effect during Chicago White Sox baseball games, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR EXTENSION OF BUFFER ZONE 384 TO INCLUDE 400 AND 500 BLOCKS OF WEST ROSCOE STREET.

Alderman Hansen (44th Ward) presented a proposed order directing the Commissioner of Transportation to extend Buffer Zone 384 to include the 400 and 500 blocks of West Roscoe Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED TAXICAB STANDING ZONE ON PORTION OF EAST ERIE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council which established a taxicab standing zone on a portion of East Erie Street by striking the words: "East Erie Street (north side) adjacent to 663 North Michigan Avenue -- Taxicab Standing Zone" and inserting in lieu thereof: "East Erie Street (north side) adjacent to 663 North Michigan Avenue -- 9:00 A.M. to 8:00 P.M. -- daily -- loading zone/tow-away zone", which was *Referred to the Committee on Traffic Control and Safety.*

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 Kinzie Street (both sides) from North Clinton Street to North Jefferson Street -- 6:00 A.M. to 11:00 A.M. -- Monday through Friday;
	West Oakley Avenue (west side) from West Grand Avenue north to first alley north thereof -- at all times -- no exceptions;
	In the 1500 block (north alley) between North LaSalle Street and North Wells Street -- at all times -- no exceptions;

Alderman	Location, Distance And Time
	In alley of the 1500 block north of North LaSalle Street, between North LaSalle Street and North Wells Street, from a point 20 feet north thereof -- at all times -- no exceptions;
LEVAR for *O'CONNOR* (40th Ward)	North Broadway and West Norwood Avenue (northwest corner for corner clearance) at all times -- no exceptions;
NATARUS (42nd Ward)	West Lexington Street, at 1418 -- daily (except for Handicapped Placard D17440).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION/TOW-AWAY ZONES AT 163 EAST WALTON PLACE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established tow-away zones on portions of specified public ways by striking the words: "East Walton Place, at 163 -- no parking/tow-away zone" and inserting in lieu thereof: "East Walton Place, at 163 -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT SPECIFIED LOCATIONS.

The aldermen named below presented a proposed order and a proposed

ordinance 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
ALLEN (38th Ward)	West Irving Parking Road and North Kilbourn Avenue;
NATARUS (42nd Ward)	North State Street, at Walton Street.

Referred -- AUTHORIZATION FOR INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Type Of Sign
PRECKWINKLE (4th Ward)	East 37th Street and South Ellis Avenue -- "Four-Way Stop";
	East 41st Place, at South Ellis Avenue -- "Stop";
	East 48th Street and South Ellis Avenue -- "Four-Way Stop";
HOLT (5th Ward)	East 57th Street, from a point 20 feet east of South Ingleside Avenue (vacated street) to a point 10 feet west of South Ingleside Avenue -- "Parking Prohibited At All Times";

Alderman	Location And Type Of Sign
STEELE (6th Ward)	East 75th Street, at South Michigan Avenue -- "Two-Way Stop";
BEAVERS (7th Ward)	South Merrill Avenue, at East 97th Street -- "Stop";
	South Merrill Avenue, at East 99th Street -- "Stop";
BUCHANAN (10th Ward)	East 101st Street, at South Luella Avenue -- "Three-Way Stop";
OLIVO (13th Ward)	West 64th Street and South Springfield Avenue -- "Two-Way Stop";
BURKE (14th Ward)	South Sacramento Avenue, at West 57th Street -- "Stop";
RUGAI (19th Ward)	South Sacramento Avenue, at 11226 -- "Handicapped Parking Only";
TROUTMAN (20th Ward)	East 69th Street, at South Prairie Avenue -- "Stop";
EVANS (21st Ward)	South Racine Avenue, at West 109th Street -- "Two-Way Stop";
MUNOZ (22nd Ward)	West 23rd Street and South Millard Avenue -- "Four-Way Stop";
CHANDLER (24th Ward)	West Fillmore Street, at South Karlov Avenue -- "Two-Way Stop";

Alderman	Location And Type Of Sign
	South Kostner Avenue, at West Lexington Street -- "Two-Way Stop";
OCASIO for *MEDRANO* (25th Ward)	South Loomis Street (at the alleys) in the 1600 -- 1800 blocks -- "No Through Traffic";
	West 16th Street and South Blue Island Avenue -- "Two-Way Stop";
	West 19th Street and South Blue Island Avenue -- "Two-Way Stop";
OCASIO (26th Ward)	West Altgeld Street and North Mozart Street -- "All-Way Stop";
	South St. Louis Avenue and West Bloomingdale Avenue -- "All-Way Stop";
BURNETT (27th Ward)	West Jackson Boulevard (south side) from South Ashland Avenue to South Paulina Street and on West Jackson Boulevard (north side) from South Paulina Street to the first alley west of South Ashland Avenue -- "No Parking During United Center Events";
	North Troy Street, at West Huron Street -- "Stop";
	North Trumbull Avenue, at West Huron Street -- "Stop";
BURRELL (29th Ward)	West Flournoy Street, at South Lotus Avenue -- "Two-Way Stop";

Alderman	Location And Type Of Sign
WOJCIK (30th Ward)	West George Street, at North Linder Avenue -- "Stop"; North Leclaire Avenue, at West Oakdale Avenue -- "Stop"; North Lotus Avenue, at West Altgeld Street -- "Stop";
AUSTIN (34th Ward)	South Normal Avenue, at West 111th Street -- "Do Not Enter";
BANKS (36th Ward)	West George Street, West Wellington Avenue, North Narragansett Avenue and North Mulligan Avenue -- "Through Traffic Prohibited";
GILES (37th Ward)	West Iowa Street, at North Leamington Avenue -- "Stop";
LEVAR for *O'CONNOR* (40th Ward)	North Ravenswood Avenue, at North Ridge Avenue and North Ridge Avenue, at North Ravenswood Avenue -- "Stop";
HANSEN (44th Ward)	North Clifton Avenue, at West Waveland Avenue -- "Stop"; North Kenmore Avenue, at West Waveland Avenue -- "Stop".

Referred -- INSTALLATION OF "RESIDENTIAL PERMIT PARKING ZONE" SIGNS ON PORTION OF NORTH AUSTIN AVENUE.

Alderman Burrell (29th Ward) presented a proposed order directing the Department of Transportation to post "Zone 19 Restricted Residential Permit Parking Zone" signs on the east side of North Austin Avenue, from West Railroad Avenue to West Roosevelt Road, to be in effect from 7:00 A.M. to 8:00 P.M., daily, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF SIGNS PROHIBITING PARKING AT ALL TIMES AT 3030 SOUTH HOMAN AVENUE.

Alderman Munoz (22nd Ward) presented a proposed ordinance to cause the removal of signs prohibiting parking at all times at 3030 South Homan Avenue (except for handicapped), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
AUSTIN (34th Ward)	West 103rd Street, in the 1000 and 1100 blocks;

Alderman	Location And Distance
GILES (37th Ward)	West Iowa Street (both sides) in the 4400 block (place signs on corners of West Iowa Street and North Kostern Avenue).

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented seven 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 FRIAS (12th Ward):

To classify as a C2-1 General Commercial District instead of an M2-3 General Manufacturing District the area shown on Map No. 6-I bounded by:

West 24th Street; South Western Avenue; a line 24 feet south of West 24th Street; and a line 91.74 feet west of South Western Avenue.

To classify as a B4-3 Restricted Service District instead of an M2-3 General Manufacturing District the area shown on Map No. 6-I bounded by:

a line 385.10 feet south of West 25th Street; South Western Avenue; a line 409.1 feet south of West 25th Street; and the alley next west of and parallel to South Western Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

To classify as a C1-2 Restricted Commercial District instead of an M3-3 Heavy Manufacturing District the area shown on Map No. 5-H bounded by:

West Fullerton Avenue; a line 125.0 feet east of North Seeley Avenue; the alley next south of and parallel to West Fullerton Avenue; and a line 100.0 feet east of North Seeley Avenue.

BY ALDERMAN GILES (37th Ward):

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 1-L bounded by:

a line 67.3 feet north of West Lake Street; the alley next east of and parallel to North Central Avenue; West Lake Street; and North Central Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

To classify as a B3-2 General Retail District instead of a B4-2 Restricted Service District the area shown on Map No. 13-I bounded by:

the alley next south of and parallel to West Bryn Mawr Avenue; the alley next west of and parallel to North Campbell Avenue; West Catalpa Avenue; North Lincoln Avenue; and North Maplewood Avenue.

BY ALDERMAN BERNARDINI (43rd Ward):

To classify as a B2-2 Restricted Retail District instead of a B1-2 Local Retail District the area shown on Map No. 5-G bounded by:

North Clybourn Avenue; a line 185 feet southeasterly of the intersection of North Sheffield Avenue and North Clybourn Avenue as measured along the southwesterly line of North Clybourn Avenue and perpendicular thereto; the alley next southwesterly of and parallel to North Clybourn Avenue; and North Sheffield Avenue.

BY ALDERMAN SCHULTER (47th Ward):

To classify as a B4-2 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 9-H bounded by:

West Patterson Avenue; North Lincoln Avenue; North Ravenswood Avenue; West Addison Street; the westerly right-of-way of the Chicago Transit Authority elevated structure; and the alley next southwesterly of and parallel to North Lincoln Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred eleven proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance,* as follows:

Alderman	Claimant
PRECKWINKLE (4th Ward)	Harper Square Cooperative;
	Newport Condominium;
	5117 South Kimbark Condominium Association;
	5223 -- 5225 South Dorchester Condominium Association;
	5460 South Woodlawn Avenue Building Corporation;
HOLT (5th Ward)	2051 -- 2061 Condominium Association;
STEELE (6th Ward)	Chatham Grove Condominium Association;
BEAVERS (7th Ward)	Mr. Robert E. Gresham;
BUCHANAN (10th Ward)	Mr. Louis Rodriguez;
	S. H. Bell Company;
OLIVO (13th Ward)	Manor Court Condominium Association;

Alderman	Claimant
BURKE (14th Ward)	Ms. Maryann Malas;
RUGAI (19th Ward)	Ms. Patricia Ahern;
BURNETT (27th Ward)	160 -- 170 West Goethe Street Condominium Association;
BURRELL (29th Ward)	Ms. Helen Leftridge;
WOJCIK (30th Ward)	Byron-Kedvale Condominium Association; Janis Courts Association; Keystone Gardens Apartments No. 2 Condominium Association;
GABINSKI (32nd Ward)	Gallery Lofts Condominium Association; Roscoe Village Lofts Condominium Association;
BANKS (36th Ward)	Cornelia Courts 2 Condominium Association;
LAURINO (39th Ward)	Mr. Douglas M. Skarstein; Forest Glen Condominium Association;
O'CONNOR (40th Ward)	Glenwood Homes Condominium Association (2); Norwood Court Condominium Association;

Alderman	Claimant
	2700 -- 2710 West Summerdale Condominium Association (2);
	6251 -- 6253 North Glenwood Condominium Association;
DOHERTY (41st Ward)	Birch Tree Manor Condominium Association III;
	Bridgeview Garden Condominium Association;
	Glenmont Court Condominium Association;
	Niagara North Condominium Association;
	Norwood Place Condominium Association;
NATARUS (42nd Ward)	Carl Sandburg Village Association III;
	Dearborn Terrace Condominium Association;
	McConnell Apartment Association;
	State Tower Condominium Association;
	Towers Condominium;
	The Townhomes of Vernon Park Place Condominium Association;
	76 -- 82 Elm Condominium Association;
	1110 Condominium Association;

Alderman	Claimant
BERNARDINI (43rd Ward)	Belden-By-The-Park;
	Belgravia Terrace Condominium Association;
	Dayton Diversey Condominium Association (2);
	Hampden Tower Condominium Association;
	Howe Court Condominium Association;
	401 Webster Condominium Association;
	1640 -- 1648 North Burling Street Association;
HANSEN (44th Ward)	The Barry Condominium, Incorporated;
	The Townhomes of Diversey Harbor;
	Victorian Lane Condominium Association;
	339 West Barry Condominium Association;
	3440 North Lake Shore Drive Condominium Association;
LEVAR (45th Ward)	Ms. Angie M. Babicz;
	Fountainaire Condominium;
SHILLER (46th Ward)	Addison Lake Shore East;
	Addison Lake Shore West Condominium Association;

Alderman	Claimant
	Atelier Condominium Association;
	Bittersweet Park Condominium Association;
	The Boardwalk Condominium Association;
	Brompton Condominium Association;
	Clarendon Court Condominium Association;
	Dover Suites Condominiums;
	Graceland Condominium Association;
	Lake Shore Towers Cooperative;
	M and M Condominium and 711 -- 713 Condominium Association;
	Mont Clair Condominium Association;
	North Fremont Condominium Association;
	Patterson Pine Grove Condominium Association;
	Pine Grove Townhouse Association;
	539 -- 547 West Brompton Condominium;
	616 -- 618 West Waveland Avenue Condominium Association;
	629 Condominium Association;
	655 -- 657 West Bittersweet Condominium Association;

Alderman	Claimant
	701 -- 703 West Bittersweet Condominium Association;
	706 -- 708 West Cornelia Condominium Association;
	710 -- 714 Cornelia Condominium Association;
	720 Gordon Terrace Condominium Association;
	3631 Pine Grove Condominium Association;
	3700 -- 3720 North Lake Shore Drive Condominium Association;
	3741 North Pine Grove Condominium Association;
	3762 -- 3764 Fremont Condominium Association;
	3950 Condominium Association;
	4310 -- 4322 North Clarendon Condominium Association;
	4417 -- 4419 North Beacon Condominium Association;
	4615 -- 4617 North Magnolia Condominium Association;
M. SMITH (48th Ward)	The Denifer Condominium Association;
	Surfside Condominium Association;
	912 -- 914 West Winona Condominium Association;

Alderman	Claimant
	5100 North Sheridan Road Condominium Association;
MOORE (49th Ward)	Birchwood Condominium Association (2);
	Chateau Beauvais Condominium Association;
	The Elms in Rogers Park Condominium Association, Incorporated;
	Lifestyle II Condominium Association;
	Navarra Condominium Association;
	Pratt-Lake Condominium Association;
	Sheridan East Condominium Association;
	Sheridan Point Condominium Association (2);
	1218 -- 1220 West Albion Condominium Association;
	1510 West Greenleaf Condominium Association;
	6635 -- 6637 North Glenwood Condominium Association;
STONE (50th Ward)	Cedar Condominiums, Incorporated;
	7520 Ridge Building Corporation (3);
	7522 Ridge Building Corporation;
	6436 Hamilton Condominium.

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 HAITHCOCK (2nd Ward):

Referred -- APPROVAL OF PLAT OF DEDICATION IN BLOCK BOUNDED BY SOUTH CALUMET AVENUE, VACATED EAST 23RD STREET AND VACATED SOUTH DR. MARTIN LUTHER KING, JR. DRIVE.

A proposed order directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of dedication in the block bounded by South Calumet Avenue, vacated East 23rd Street and vacated South Dr. Martin Luther King, Jr. Drive, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION GRANTED TO COMMONWEALTH EDISON FOR INSTALLATION OF ABOVE-GROUND CONTROL CABINET FOR OPERATION OF BURNHAM-TAYLOR TRANSMISSION LINE.

Also, a proposed order authorizing the Commissioner of Transportation to give permission to Commonwealth Edison to install an above-ground control cabinet to be used for the operation of the Burnham-Taylor Transmission Line, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- CONSIDERATION FOR RELOCATION OF FIRE HYDRANT TO 24 SOUTH HOYNE AVENUE.

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to the relocation of a fire hydrant from the driveway of the James Jordan Boys and Girls Club to 24 South Hoyne Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- CONSIDERATION FOR INSTALLATION OF POLES AND OVERHEAD WIRE ON PORTION OF SOUTH DEARBORN STREET.

Also, a proposed order to give consideration to permit Commonwealth Edison to install two poles and two spans of overhead primary wire on the west side of South Dearborn Street, north from West 28th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- GRANT OF PRIVILEGE TO KENNICOTT PLACE ASSOCIATES LIMITED PARTNERSHIP FOR USE OF PUBLIC RIGHT-OF-WAY ADJACENT TO 4701 -- 4711 SOUTH WOODLAWN AVENUE.

A proposed ordinance to grant permission and authority to Kennicott Place Associates Limited Partnership to use a portion of the public right-of-way adjacent to the premises at 4701 -- 4711 South Woodlawn Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HOLT (5th Ward):

Referred -- EXEMPTION OF MUSEUM OF SCIENCE AND INDUSTRY FROM ALL 1996 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from all 1996 city fees to the Museum of Science and Industry under its not-for-profit status, which was *Referred to the Committee on Finance.*

Referred -- GRANT OF PRIVILEGE TO UNIVERSITY OF CHICAGO, FILE NUMBER 36, TO MAINTAIN AND USE VAULT AT 5604 -- 5626 SOUTH ELLIS AVENUE.

Also, a proposed ordinance to grant permission and authority to the University of Chicago, File No. 36, to maintain and use a storage vault under the surface of South Ellis Avenue in front of the premises at 5604 -- 5626 South Ellis 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 5111 SOUTH BLACKSTONE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to the University Of Chicago, File No. 38, to construct, maintain and use one canopy to be attached or attached to the building or structure at 5111 South Blackstone Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STEELE (6th Ward):

WAIVER OF FEE FOR DISCONNECTION OF WATER SERVICE TO ZION TEMPLE MISSIONARY BAPTIST CHURCH.

A proposed order reading as follows:

Ordered, That the Commissioner of water is hereby authorized and directed to waive the fee for disconnection of water, tap cutoff, cap and seal water service, in the amount of $2,100.00 against Zion Temple Missionary Baptist Church, 7010 South Union Avenue for the demolition of the premises known as 745 West 69th Street/6900 South Emerald Avenue.

Alderman Steele 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 Steele, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO 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 (Walgreen's), which was *Referred to the Committee on Buildings.*

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT BEHIND 8831 SOUTH INDIANA AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of an alleylight behind the premises at 8831 South Indiana Avenue, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN SHAW (9th Ward):

TRIBUTE TO LATE MRS. ODA MAE MEANS PATTERSON.

A proposed resolution reading as follows:

WHEREAS, God in his infinite wisdom has called to her eternal reward Oda Mae Means Patterson, beloved citizen, friend and public servant, December 10, 1995; and

WHEREAS, Oda Mae Means was born September 9, 1910, in Griffin, Georgia, and as a young adult moved to Chattanooga, Tennessee, where she met and married Roosevelt Patterson, Sr. on October 1, 1926. They moved to Chicago, where Oda was an employee of the United States Postal Service for many years. Upon leaving there she was employed with the Chicago Board of Education at Saint Charles Branch and Lyons Elementary School, where she remained a dedicated employee until her retirement in 1978; and

WHEREAS, Oda Mae Means Patterson had a productive life and touched many lives. Mindful of the importance of learning, she attended Wendell Phillips High School at night, and became a vital active member of Pilgrim Baptist Church, where she enjoyed many friendships; and

WHEREAS, Her husband, her daughter, Ivory Mae Fisher, and her grandson, Theodore Bossieux Fisher, having preceded her in death, Oda Mae Means Patterson leaves to cherish her memory two sons, Roosevelt, Jr. and Howard; daughter-in-law, Maude Diadran; grandchildren, Michelle, Howard Brian, Marina "Kandy" and Angela Brazlen; great-grandchildren Miguel "Mike", James Howard, Victor, Ivory Michele and Lenna Marie; other relatives, and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of December, 1995, A. D., do hereby express our sorrow on the passing of Oda Mae Means Patterson, 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 Oda Mae Means Patterson.

Alderman Shaw 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 Shaw, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- EXEMPTION OF HUMAN RESOURCES DEVELOPMENT INSTITUTE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 27 -- 33 EAST 114TH STREET.

Also, a proposed ordinance to exempt Human Resources Development Institute from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 27 -- 33 East 114th 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 HUELS (11th Ward):

Referred -- AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SAC ON PORTION OF WEST 32ND STREET.

A proposed ordinance authorizing the Commissioner of Transportation to construct a cul-de-sac on West 32nd Street, at South Halsted Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF PROPERTIES AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, two proposed resolutions to approve the properties at 2700 South Ashland Avenue and 2900 South Ashland Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which were *Referred to the Committee on Finance.*

Presented By

ALDERMAN FRIAS (12th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEY AND PROVISION FOR DEDICATION OF SPECIFIED PUBLIC ALLEY IN BLOCK BOUNDED BY WEST CERMAK ROAD, WEST 22ND PLACE, SOUTH CALIFORNIA AVENUE AND SOUTH MARSHALL BOULEVARD.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby direct to prepare an ordinance for the vacation of the east 116.0 feet of the

east/west 16 foot public alley and providing for the dedication for public alley, being 9.0 feet wide running north and south for a distance of 30.0 feet, lying east of and adjoining the east line of the first north/south 16 foot public alley west of South California Avenue and lying south of and adjoining the south line of the east/west 16 foot public alley in the block bounded by West Cermak Road, West 22nd Place, South California Avenue and South Marshall Boulevard for Romualdo Camarena (File No. 25-12-93-1742); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Frias 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 Frias, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT BEHIND 4223 SOUTH WASHTENAW AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of an alleylight behind the premises at 4223 South Washtenaw Avenue, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN JONES (15th Ward):

Referred -- DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF WEST 70TH STREET AND PROVISION FOR VACATION OF PUBLIC ALLEYS IN BLOCK BOUNDED BY SOUTH ASHLAND AVENUE, WEST 70TH STREET, SOUTH MARSHFIELD AVENUE AND WEST 71ST STREET.

A proposed order directing the Commissioner of Planning and Development to draft an ordinance for the vacation of West 70th Street and providing for the vacation of public alleys in the block bounded by South Ashland Avenue, West 70th Street, South Marshfield Avenue and West 71st Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(a) OF MUNICIPAL CODE OF CHICAGO TO ALLOW PARKING OF PICKUP TRUCKS AND/OR VANS ON RESIDENTIAL STREETS WITHIN SIXTEENTH WARD.

A proposed ordinance to amend Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago by allowing the parking of pickup trucks and/or vans, weighing under 4,500 pounds and bearing special parking permits, on residential streets within the 16th Ward, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- AMENDMENT OF TITLE 2, CHAPTER 74 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 051 ENTITLED "POLICE EXAMINATIONS".

A proposed ordinance to amend Title 2, Chapter 74 of the Municipal Code of Chicago by adding thereto a new Section 051 entitled "Police Examinations" which would bar members of criminal street gangs from service in the Chicago Police Department, require candidates for the position of police officer to sign affidavits of non-affiliation with street gangs and establish a fine of One Thousand Dollars ($1,000) or incarceration for not less than thirty (30) days and not more than six (6) months, or both a fine and incarceration, for making a false statement in said affidavit, which was *Referred to the Committee on Police and Fire.*

Referred -- EXEMPTION OF ARE PARTNERSHIP FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 7719 SOUTH WESTERN AVENUE.

Also, a proposed ordinance to exempt ARE Partnership from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 7719 South Western Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO CLOSE TO VEHICULAR TRAFFIC PORTION OF WEST 82ND PLACE.

Also, a proposed ordinance authorizing the Commissioner of Transportation to close to vehicular traffic West 82nd Place, beginning at the west line of South Western Avenue and extending westerly to the east line of the first alley

west of South Western Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN RUGAI (19th Ward)
And OTHERS:

Referred -- COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES URGED TO HOLD PUBLIC HEARINGS TO DETERMINE COMMONWEALTH EDISON'S COMPLIANCE WITH FRANCHISE AGREEMENT.

A proposed resolution, presented by Aldermen Rugai, Steele, Dixon, Jones, Coleman, Murphy, Troutman, Zalewski, Suarez, Mell, Austin, Colom, Allen, Laurino, Bernardini, Hansen, Schulter, M. Smith and Moore, urging the Committee on Energy, Environmental Protection and Public Utilities to hold hearings to determine if Commonwealth Edison has violated its franchise agreement, to analyze the report of the Illinois Commerce Commission regarding the 1995 power outages and to report the Committee's findings and recommendations to the full City Council, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE REVEREND CONSUELLA YORK.

A proposed resolution reading as follows:

WHEREAS, God in His infinite wisdom has called to her eternal reward Reverend Consuella York, fondly known as "Mother York" throughout Chicago's Christian community, December 11, 1995; and

WHEREAS, Reverend Consuella York was founder and spiritual leader of Christ Way Missionary Baptist Church on Chicago's south side. While her successes there were many, and she was much loved by a grateful congregation, Mother York was more widely known for her regular visits to Cook County Jail, where she brought supplies and succor to people who may have lost their hope and most certainly had lost their way in life; and

WHEREAS, Mother York stood five feet, two inches, and became a towering figure of inspiration to untold thousands of unfortunate persons in need of the spiritual and material sustenance which she so generously provided. For over four decades her religion, her discipline and her profound belief in redemption gave strength to many; she was mother, leader, provider and friend; and

WHEREAS, In view of the notice she has justifiably received for her work at Cook County Jail, one might forget that the Reverend Consuella York had become the first female Baptist minister in Chicago when she was ordained in 1954. She has nurtured Christ Way Missionary Baptist Church for many years; her two sons, John York and Thomas Keel, are assistant pastor and minister of music, respectively. Her congregation expands every year; and

WHEREAS, The recipient of many awards and citations, Mother Consuella York last year was named the first recipient of the Cook County Sheriff's Humanitarian Service Award for her selfless dedication. Jail inmates and employees have celebrated her birthday for many years. Now we all celebrate her life, a life rich in incident and accomplishment. And all of us are so sincerely grateful; 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 December, 1995, A.D., do hereby express our sorrow on the passing of Mother Consuella York, our friend and inspiration, and extend to her family and her large extended family our deepest sympathy; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the family of Mother Consuella York, to Christ Way Missionary Baptist Church and to Cook County Jail.

Alderman Troutman 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 Troutman, seconded by Aldermen Tillman, Shaw, Coleman, Evans and Allen, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to offer the prayers of his own family and the condolences of the people of Chicago to the family of Mother Consuella York. Citing her as a true Chicago treasure who has devoted her life to the service of others, Mayor Daley reflected upon Mother York's ability to cast a blind eye on an individual's temporal circumstance or station while focusing instead on the soul. Whether the sick, homeless, convicts or even business or government officials, Mother York made no distinction in ministering to the people of Chicago, Mayor Daley declared, and her passing is a loss to all Chicagoans.

Presented By

ALDERMAN EVANS (21st Ward):

Referred -- DESIGNATION OF PORT OF SPAIN, CAPITAL CITY OF TRINIDAD AND TOBAGO, AS SISTER CITY COMMUNITY WITH CITY OF CHICAGO.

A proposed resolution which would designate Port of Spain, the capital city of Trinidad and Tobago, as a Sister City Community with the City of Chicago, Illinois, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN MUNOZ (22nd Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST OGDEN AVENUE, BURLINGTON NORTHERN RAILROAD, SOUTH KOLIN AVENUE AND SOUTH KILDARE AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the east/west and

northeasterly/southwesterly 16 foot public alleys lying between the east line of South Kolin Avenue and the west line of the north/south 16 foot public alley in the block bounded by West Ogden Avenue, the Burlington Northern Railroad (formerly the C.B. & Q. R.R.) South Kolin Avenue and South Kildare Avenue for the Sparrer Sausage Co. (File No. 27-22-95-1988); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Munoz 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 Munoz, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN CHANDLER (24th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY BURLINGTON NORTHERN RAILROAD, WEST CERMAK ROAD, SOUTH KEDZIE AVENUE AND SOUTH TROY 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 north/south 16 foot

public alley, except the south 25 feet, in the block bounded by Burlington Northern Railroad, West Cermak Road, South Kedzie Avenue and South Troy Street for Universal Metal Hose (File No. 24-24-95-1960); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Chandler 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 Chandler, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Also, four proposed ordinances to exempt the applicants listed below from the physical barrier requirement pertaining to alley accessibility for parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Greater Saint John Baptist Church -- 4416 West Gladys Avenue;

Greater Saint John Baptist Church --316 South Kostner Avenue;

Greater Saint John Baptist Church --332 South Kostner Avenue; and

United Baptist Church -- 4220 West Roosevelt Road.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST FIFTH AVENUE AS "EUGENE KNOX, SR. AVENUE".

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to honorarily designate that part of West Fifth Avenue, from South Pulaski Road to South Kostner Avenue, as "Eugene Knox, Sr. Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN MEDRANO (25th Ward):

Referred -- APPROVAL OF PROPERTY AT 1211 SOUTH WESTERN AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

A proposed resolution, presented by Alderman Ocasio, to approve the property at 1211 South Western Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development.*

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 2604 NORTH ELSTON AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Triangle Sign Co. to install a sign/signboard at 2604 North Elston Avenue, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN BURNETT (27th Ward):

DRAFTING OF ORDINANCES FOR VACATION OF PORTIONS OF SPECIFIED STREETS.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

Portion Of West Kinzie Street, Between North Aberdeen Street And North Carpenter Street.

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the south 15.38 feet, more or less, of West Kinzie Street lying between the east line of North Aberdeen Street and the west line of North Carpenter Street for Ruprecht Company (File No. 8-27-95-2002); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Portion Of North Loomis Street, North Of And Adjoining West Randolph Street.

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the south 145.26 feet, more or less, of North Loomis Street lying north of and adjoining the north line of West Randolph Street as widened, said portion of North Loomis Street to be vacated is presently closed to traffic by ordinance passed June 22, 1988 for No More Pickles, L.L.C. (File No. 8-27-95-1999); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Burnett moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed orders. The motion *Prevailed.*

On motion of Alderman Burnett, the foregoing proposed orders were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Chicago Tribune Company -- to maintain and use a bus shelter adjacent to 777 West Chicago Avenue; and

168 North Clinton Partners -- to maintain and use a ramp for handicapped access across the front of the building at 168 North Clinton Street.

Referred -- CONSIDERATION FOR INSTALLATION OF "CAB STAND PARKING" SIGNS AT 1058 WEST WASHINGTON BOULEVARD.

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to the installation of two spaces for cab stand parking in front of 1058 West Washington Boulevard (north side), which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1240 WEST RANDOLPH STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Lift Truck Corporation of America to construct, maintain and use one canopy to be attached or attached to the building or structure at 1240 West Randolph Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- EXEMPTION OF CERTAIN CHARITABLE INSTITUTIONS FROM ALL 1996 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Three proposed ordinances providing inclusive exemption from all 1996 city fees to the institutions listed below under their not-for-profit status, which were *Referred to the Committee on Finance,* as follows:

Mount Sinai Hospital Medical Center;

Schwab Rehabilitation Hospital and Care Network; and

Sinai Community Institute.

Presented By

ALDERMAN E. SMITH (28th Ward) And ALDERMAN BURRELL (29th Ward):

Referred -- NATIONAL HOCKEY LEAGUE URGED TO INCREASE PENALTIES FOR PLAYER VIOLENCE.

A proposed resolution urging the National Hockey League to increase penalties against players who commit acts of violence against each other or spectators during hockey matches, which was *Referred to the Committee on Parks and Recreation.*

Presented By

ALDERMAN WOJCIK (30th Ward):

Referred -- AMENDMENT OF TITLE 7, CHAPTER 28, SECTION 520 OF MUNICIPAL CODE OF CHICAGO TO REGULATE PRIVATE SCAVENGERS.

A proposed ordinance to amend Title 7, Chapter 28, Section 520 of the Municipal Code of Chicago by adding thereto new subsections A and B which would require operators of private scavenger vehicles to be licensed by the City of Chicago, specify the allowable hours and days of operation, require the name, address, phone number and business identification number to be conspicuously displayed in said vehicles and establish a fine of $100.00 for the first violation, suspension of license for the second and revocation of license for the third offense, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF TITLE 8, CHAPTER 16, SECTION 022 OF MUNICIPAL CODE OF CHICAGO BY ASSESSING FEES FOR CUSTODY OF JUVENILE CURFEW VIOLATORS.

Also, a proposed ordinance to amend Title 8, Chapter 16, Section 022 of the Municipal Code of Chicago by charging parents/guardians of minors held in police custody for curfew violation a fee of Twenty Dollars ($20.00) for each hour, after a thirty (30) minute grace period, during which said minor remains in custody, which was *Referred to the Committee on Police and Fire.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 3918 WEST IRVING PARK ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Service Corporation of Illinois, doing business as Ramme Funeral Home, to construct, maintain and use one canopy to be attached or attached to the building or structure at 3918 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- REQUEST FOR ASSIGNMENT OF FEDERAL PERSONNEL TO MONITOR AND DIRECT DRUG ENFORCEMENT POLICIES IN CERTAIN POLICE DISTRICTS.

Also, a proposed resolution directing Chicago Police Superintendent Matt L. Rodriguez to request assignment of federal Drug Enforcement Agency personnel to the 14th, 17th and 25th Police Districts to monitor and direct drug enforcement policies, which was *Referred to the Committee on Police and Fire.*

Referred -- GOVERNOR JAMES EDGAR AND ILLINOIS GENERAL ASSEMBLY REQUESTED TO ENACT LEGISLATION TO PROVIDE FUNDING FOR INSTALLATION OF NOISE ABATEMENT WALL ALONG PORTION OF KENNEDY EXPRESSWAY.

Also, a proposed resolution requesting Governor James Edgar and the Illinois General Assembly to enact legislation which would provide funding for the erection of a suitable noise abatement wall along that part of the Kennedy Expressway traversing the Old Irving Park, Independence Park and Villa Communities, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANT OF PRIVILEGE TO MR. N. IRA ORNOFF TO CONSTRUCT, MAINTAIN AND CONNECT SEWER LINE INTO EXISTING CATCH BASIN ADJACENT TO 1318 WEST GEORGE STREET.

A proposed ordinance to grant permission and authority to Mr. N. Ira Ornoff to construct, maintain and connect a sewer line into an existing catch basin adjacent to 1318 West George Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MELL (33rd Ward):

CITY EMPLOYEES APPLAUDED FOR DILIGENT SNOW REMOVAL EFFORTS.

A proposed resolution reading as follows:

WHEREAS, Chicago is a premier metropolis known for its ever changing weather; and

WHEREAS, The residents of this fine city pride themselves on their ability to cope with any extreme Mother Nature imposes on them; and

WHEREAS, The citizens of Chicago are fortunate to have in their midst officials whose foresight and effort has resulted in one of the most comprehensive and successful snow removal plans in the entire United States; and

WHEREAS, Those same officials have, at the ready, an army of dedicated, conscientious men and women to carry out any number of methods with which they can attack inclement weather; and

WHEREAS, We must consider ourselves lucky that we reside in a city that experiences the glory of four full seasons and enjoy each for its unique pleasures; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, applaud all City employees in their efforts to keep "The City That Works" working; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for any City department wishing to display said document for its department employees to view.

Alderman Mell 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 Mell, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- AMENDMENT OF ORDINANCE WHICH DESIGNATED PORTION OF WEST 111TH STREET AS "REVEREND RICHARD C. EDWARDS DRIVE".

A proposed ordinance to amend a previously passed ordinance which authorized the standardization of West 111th Street, between South Eggleston Avenue and South Normal Avenue as "Reverend Richard C. Edwards Drive", by changing the western boundary from South Normal Avenue, to South Stewart Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTION OF SOUTH EMERALD AVENUE AS "PASTOR LUCIOUS FULLWOOD WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of South Emerald Avenue, between West 107th Street and West 108th Street, as "Pastor Lucious Fullwood Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 4626 NORTH CUMBERLAND AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Kieffer & Company, Inc. to install a sign/signboard at 4626 North Cumberland Avenue, which was *Referred to the Committee on Buildings.*

Presented By

**ALDERMAN BANKS (36th Ward),
ALDERMAN BERNARDINI (43rd Ward)
And ALDERMAN HANSEN (44th Ward):**

Referred -- AMENDMENT OF TITLE 17, SECTIONS 7.5 AND 11.7-4 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY ESTABLISHING MAXIMUM HEIGHT RESTRICTIONS AND PERMITTED VARIATIONS FOR RESIDENTIAL BUILDINGS IN CERTAIN ZONING DISTRICTS.

A proposed ordinance to amend Title 17, Sections 7.5 and 11.7-4 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, by establishing a maximum height restriction of 28 feet for residential buildings in R1, R2 and R3 Residential Zoning Districts, of 36 feet in R4 General Residence Districts and of 47 feet in R5 General Residence Districts, and by including height increases for residential buildings among the authorized variations which may be granted by the Zoning Board of Appeals, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN GILES (37th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF NORTH KEATING AVENUE AND SPECIFIED PUBLIC ALLEY IN AREA BOUNDED BY WEST LE MOYNE STREET, WEST HIRSCH STREET, NORTH KEATING AVENUE AND NORTH KILPATRICK AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the south 88.0 feet of North Keating Avenue, lying between the south line of West Le Moyne Street and the centerline of vacated West Hirsch Street, together with the west 125.0 feet of the east/west 16 foot public alley in the area bounded by West Le Moyne Street, the centerline of vacated West Hirsch Street, North Keating Avenue and North Kilpatrick Avenue for Helen Curtis, Inc. (File No. 3-37-95-1986); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Giles 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 Giles, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 3939 NORTH CICERO AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Art & Son Signs, Inc. to install a sign/signboard at 3939 North Cicero Avenue, which was *Referred to the Committee on Buildings.*

Presented For

ALDERMAN O'CONNOR (40th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 2716 WEST LAWRENCE AVENUE.

A proposed order, presented by Alderman Levar, directing the Commissioner of Buildings to issue a permit to Victor Sign Corporation to install a sign/signboard at 2716 West Lawrence Avenue, which was *Referred to the Committee on Buildings.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders, presented by Alderman Levar, directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Mr. Scott Chakiris -- 6344 North Magnolia Avenue; and

Mr. Gavin Stephenson -- 1251 West Arthur Avenue.

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT, FREE OF CHARGE, TO O'HARE WYNDHAM GARDEN HOTEL FOR INSTALLATION OF SIDEWALK.

A proposed order authorizing the Commissioner of Transportation to issue a permit, free of charge, to the O'Hare Wyndham Garden Hotel for the installation of a sidewalk, with curb, from the entry drive on West Bryn Mawr Avenue to North Fairfield Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN NATARUS (42nd Ward):

BUILDING AT 416 EAST GRAND AVENUE DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 416 East Grand Avenue, Dr. Robert Bornes proprietor, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building at 416 East Grand Avenue is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage and publication.

Alderman Natarus 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 Natarus, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

DRAFTING OF ORDINANCE FOR VACATION OF EAST/WEST PUBLIC ALLEY IN BLOCK BOUNDED BY NORTH MICHIGAN AVENUE, EAST CHICAGO AVENUE, NORTH RUSH STREET AND EAST SUPERIOR STREET.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the remaining east/west public alley in the block bounded by North Michigan Avenue, East Chicago Avenue, North Rush Street and East Superior Street for the Thomas J. Klutznick Co. (File No. 10-42-95-2004); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed.*

On motion of Alderman Natarus, the foregoing proposed order was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM ALL 1996 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Also, two proposed ordinances providing inclusive exemption from all city fees to the applicants listed below under their not-for-profit status, which were *Referred to the Committee on Finance,* as follows:

The Chicago Symphony Orchestral Association; and

Rush-Presbyterian-St. Luke's Medical Center.

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER.

Also, a proposed ordinance which would allow Rush-Presbyterian-St. Luke's Medical Center to pay a reduced license fee of Ten Dollars for each of the special police employed at 1753 West Congress Parkway, 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 -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, six 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:

Chicago Sinai Congregation -- to construct, install, maintain and use a canopy, a bay window, a pipe bollard and trees, over and along the public way adjacent to 15 West Delaware Street;

Garland Building -- to construct, maintain and use an identification pylon in the public way adjacent to 111 North Wabash Avenue;

Ontario St. Lofts L.P. -- Neal Gerdes -- to construct, maintain and use eight (8) tree planters in the public way adjacent to 411 -- 451 West Ontario Street;

Walton Associates L.L.C. -- to construct, maintain and use a kitchen grease interceptor in the public way adjacent to 190 East Walton Place;

William Wrigley, Jr. -- to maintain and use a floodlighting system along the public way adjacent to 400 -- 410 North Michigan Avenue; and

205 West Randolph Building -- to install, maintain and use a trash compactor in the public way adjacent to 205 West Randolph Street.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

Also, three proposed orders authorizing the Director of Revenue to waive the specified license fees for participants in the events noted, to take place along the public ways and during the periods indicated, which were *Referred to the Committee on Finance,* as follows:

American Society of Artists, Inc. sponsored event -- James R. Thompson Center Atrium Mall, 100 West Randolph Street, for the periods of April 11 and 12, September 5 and 6, and November 14 and 15, 1996 (Itinerant Merchant License fees);

Annual Art & Crafts Shows -- Plaza of Americas, 420 North Michigan Avenue, for the periods of June 6 and 7, July 18 and 19, and August 22 and 23, 1996 (Itinerant Merchant License fees); and

The Lyric Opera of Chicago Benefit -- 20 North Wacker Drive, on January 26, 1996 (Special Events Raffle License fee).

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

Also, two proposed orders authorizing the Director of Revenue to waive the specified license fees for participants in the events noted, to take place along the public ways and during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

Mayor's Office of Special Events "Skate on State" -- 121 North Dearborn Street, for the period extending November 24, 1995 through January 31, 1996 (Special Events License fees and all inspection fees); and

5th Annual Michigan Avenue Arts & Craft Experience Show -- Michigan Avenue (west side) from Wacker Drive to Congress Parkway and (east side) from Randolph Street to Jackson Boulevard, for the period of July 12 and 13, 1996 (Itinerant Merchant License fees).

Referred -- AUTHORIZATION FOR ISSUANCE OF NECESSARY PERMITS, FREE OF CHARGE, FOR INSTALLATION OF SCHOOL BUS STOP ON PORTION OF EAST PEARSON STREET.

Also, a proposed order authorizing the issuance of necessary permits, free of charge, to the Museum of Contemporary Art for the installation of a school bus stop to extend 100 feet on the south side of East Pearson Street, 20 feet east of its intersection with North Mies Van Der Rohe Way, 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, five proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Malisoff Hotel Partnership, doing business as Best Western River North Hotel -- for seven canopies at 545 North LaSalle Street;

Near North Edwardo's, Inc. -- for one canopy at 1212 North Dearborn Street;

The Orvis Company -- for one canopy at 142 East Ontario Street;

Phoenix Design -- for two canopies at 368 West Huron Street; and

Woo Lae Oak Restaurant -- for one canopy at 30 West Hubbard Street.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

Referred -- AMENDMENT OF TITLE 10, CHAPTER 8 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 205 REQUIRING INSTALLATION OF ALLEY LIGHTING BY OWNERS OF RESIDENTIAL OR COMMERCIAL BUILDINGS ABUTTING PUBLIC ALLEYS.

A proposed ordinance to amend Title 10, Chapter 8 of the Municipal Code of Chicago by the addition of a new Section 10-8-205 which would require the owner of any residential or commercial building which faces or abuts a public alley to install and maintain at least one light which provides not less than 50 watts incandescent illumination per every twenty-two feet of frontage, which was *Referred to the Committee on Buildings.*

Referred -- GRANT OF PRIVILEGE TO CHICAGO GRANT HOSPITAL, INC. (DOING BUSINESS AS GRANT HOSPITAL) TO MAINTAIN AND USE SAMPLE BASINS AND CANOPY ADJACENT TO 550 WEST WEBSTER AVENUE.

Also, a proposed ordinance to grant permission and authority to Chicago Grant Hospital, Inc., doing business as Grant Hospital, to maintain and use five sample basins and one canopy in and above the public way adjacent to 550 West Webster Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, four proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Barry Realty, Inc. -- for one canopy at 1936 North Clark Street;

RAJ Darbar Restaurant -- for three canopies at 2350 North Clark Street;

River Shannon -- for one canopy at 425 West Armitage Avenue; and

Subway -- for one canopy at 3776 North Clark Street.

Referred -- ESTABLISHMENT OF "SAFETY IN ALLEYS" TASK FORCE.

Also, a proposed resolution calling for the establishment of a "Safety in Alleys" task force, to consist of representatives from the city departments of Budget and Management, Fire, Law, Police, Streets and Sanitation and Transportation, and whose purpose would be to study issues and legislative proposals concerning public safety in alleys, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 228, SECTION 046 OF MUNICIPAL CODE OF CHICAGO TO ALLOW OPERATION OF MOTOR VEHICLE REPAIR SHOPS WITHIN RESIDENTIAL BUILDINGS.

A proposed ordinance to amend Title 4, Chapter 228, Section 046 of the Municipal Code of Chicago by allowing motor vehicle repair shops in residential buildings when the repair shop performs primarily mechanical or body repair work and does not contain more than forty tires on the premises, or when the building contains only one residential unit which was specifically constructed to provide a residence for the operator of the repair shop, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT LICENSE FEES IN CONNECTION WITH ILLINOIS FEDERATION FOR HUMAN RIGHTS ANNUAL CHRISTMAS TREE SALE.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees in connection with the Illinois Federation for Human Rights Annual Christmas Tree Sale, to take place during the month of December, 1995, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCK AT 3726 NORTH PINE GROVE AVENUE.

A proposed ordinance directing the Commissioner of Transportation to grant permission to Mr. Brian Davis to park his pickup truck at 3726 North Pine

Grove Avenue in accordance with the provisions of Title 9, Chapter 48, Section 020 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN SHILLER (46th Ward)
And OTHERS:

PEPSI CO, INC. URGED TO HALT BUSINESS DEALINGS WITH A. E. STALEY MANUFACTURING COMPANY, INC. DURING WORKER LOCKOUT AT A. E. STALEY'S DECATUR, ILLINOIS FACILITY.

A proposed resolution, presented by Aldermen Shiller, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Suarez, Mell, Colom, Banks, Giles, Allen, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore and Stone, reading as follows:

WHEREAS, A.E. Staley Manufacturing Company, Inc. is owned by the British multinational corporation Tate & Lyle PLC; and

WHEREAS, A.E. Staley has failed to bargain in good faith with its employees; and

WHEREAS, Seven hundred sixty-three workers have been locked out of A.E. Staley in Decatur, Illinois since June 25, 1993; and

WHEREAS, The lockout has caused tremendous human suffering for the locked out workers and their families; and

WHEREAS, Pepsi is a major purchaser of A.E. Staley's products; and

WHEREAS, A.E. Staley, a producer of sweeteners, is able to proceed with the lockout because companies such as Pepsi continue to buy their product; 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 December, 1995,

A.D., urge Pepsi to stop doing business with A.E. Staley until A.E. Staley ends the lockout of its workers and those workers are returned to their jobs with a fair contract.

Alderman Shiller 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 Shiller, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60 OF MUNICIPAL CODE OF CHICAGO CONCERNING RESTRICTIONS ON ISSUANCE OF CERTAIN LIQUOR LICENSES WITHIN SPECIFIED AREAS.

A proposed ordinance to amend Title 4, Chapter 60 of the Municipal Code of Chicago by deleting existing Section 022 in its entirety and inserting in its place a new Section 022 which would disallow the issuance of additional licenses for the sale of alcoholic liquor for consumption on the premises, within specified areas of the City, and further, which would preclude the application of the provisions of subsections (c)(3) and (c)(4) of Section 021 to any application for the sale of alcoholic liquor at any location if the location is within an area specified in the new Section 022 or if the issuance of a license would have been prohibited at that location on the day before this ordinance

becomes effective, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANT OF PRIVILEGE TO SEARS, ROEBUCK AND COMPANY TO MAINTAIN AND USE CABLES OVER PUBLIC WAY ADJACENT TO 1900 WEST LAWRENCE AVENUE.

Also, a proposed ordinance to grant permission and authority to Sears, Roebuck and Company to maintain and use eight cables for use in loss prevention of camera equipment over the public way adjacent to 1900 West Lawrence Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF ALL LICENSE FEES FOR AMERICAN LEGION TATTLER POST 97.

Also, a proposed order authorizing the Director of Revenue to waive all license fees for the American Legion Tattler Post 97, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN SCHULTER (47th Ward) And ALDERMAN HANSEN (44th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 180 OF MUNICIPAL CODE OF CHICAGO CONCERNING LICENSE REVOCATION AND APPEAL PROCEDURES FOR INCIDENTS WHICH INVOLVE SERVING OF ALCOHOLIC BEVERAGES TO MINORS.

A proposed ordinance to amend Title 4, Chapter 60, Section 180 of the

Municipal Code of Chicago by providing for the immediate revocation of a liquor license when a licensee has been found guilty of serving alcoholic beverages to a minor more than three times within a three-year period, and establishing a maximum of forty-five days for the license revocation appeals process when the licensee has pre-paid for the preparation of a transcript without causing any delay in such appeal, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- GRANT OF PRIVILEGE TO THE HELLENIC FOUNDATION, INC. TO CONSTRUCT, MAINTAIN AND USE CABLE OVER PORTION OF NORTH SHERIDAN ROAD.

A proposed ordinance to grant permission and authority to The Hellenic Foundation, Inc. to construct, maintain and use a cable over the public way between the premises known as 5650 North Sheridan Road and 5700 North Sheridan Road, and authorizing the Commissioner of Buildings, the Commissioner of Transportation and the Commissioner of Streets and Sanitation to issue all permits necessary therefor, free of charge, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTION OF NORTH CLIFTON AVENUE AS "ROGER P. EKLUND DRIVE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of North Clifton Avenue, between West Lawrence Avenue and North Broadway, as "Roger P. Eklund Drive", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

The Dellwood Pickle -- for one canopy at 1475 West Balmoral Avenue; and

The Landmark of Andersonville -- for five canopies at 5301 North Clark Street.

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- DRAFTING OF ORDINANCES FOR VACATION OF SPECIFIED PUBLIC WAYS.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

Portion Of West Fargo Avenue.

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of West Fargo Avenue, lying west of the west line of North Wolcott Avenue and lying east of the east line of the north/south 16-foot public alley next west thereof, extended south for the Public Building Commission of Chicago (File No. 30-49-95-2006); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Portion Of West Jarvis Annex.

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of that part of West Jarvis Annex, which runs in a northwesterly and southeasterly direction, lying north of the northerly line of West Jarvis Avenue, which runs in an east/west direction and which lies southeasterly of the southwesterly extension of the east/west public alley in the block bounded by West Fargo Avenue, West Jarvis Avenue, which runs in an east/west direction, the northeasterly right-of-way line of the Chicago Transit Authority and North Greenview Avenue for Elite Welding (File No. 29-49-95-1985); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Moore 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 Moore, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1263 WEST PRATT AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Seville Apartments to construct, maintain and use one canopy to be attached or attached to the building or structure at 1263 West Pratt Avenue, which was *Referred to the Committee on Transportation and Public Way.*

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 PRECKWINKLE (4th Ward):

Murchison-Isom Temple Christian Methodist Episcopal Church -- for renovation of an existing structure on the premises known as 4310 South Champlain Avenue.

BY ALDERMAN TROUTMAN (20th Ward):

Saint Edmond's Redevelopment Corporation -- for construction of a new structure on the premises known as 6139 -- 6149 South Michigan Avenue.

62nd Street Phase II Limited Partnership -- for rehabilitation of existing structures at various locations (3).

BY ALDERMAN NATARUS (42nd Ward):

G.F. Structures Corp. -- for installation of a second floor protective floor system in City Hall on the premises known as 121 North LaSalle Street.

BY ALDERMAN BERNARDINI (43rd Ward):

Church of the Three Crosses -- for renovation of an existing structure on premises known as 333 West Wisconsin Street.

Little Sisters of the Poor -- for installation of a five-story elevator and construction of a community and activity area on the premises known as 2325 North Lakewood Avenue.

BY ALDERMAN HANSEN (44th Ward):

Broadway United Methodist Church -- for completion of a basement and installation of two bathrooms and overhead lighting on the premises known as 3338 North Broadway.

BY ALDERMAN SHILLER (46th Ward):

Chicago House/Fred Woods House -- for construction of a building on the premises known as 4631 North Beacon Street.

BY ALDERMAN M. SMITH (48th Ward):

Chicago House and Social Service Agency, Inc. -- for fees, charges and costs of water and sewer installation and for tapping and termination services for the premises at 6027 North Kenmore Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN GRANATO (1st Ward):

Northwestern University Settlement Association, 1400 West Augusta Boulevard.

BY ALDERMAN BANKS (36th Ward):

Bethesda Home and Retirement Center, 2833 North Nordica Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Saint Cabrini Hospital, 811 South Lytle Street.

BY ALDERMAN STONE (50th Ward):

The Torah's Vehicle for Sustaining Individuals in Time of Crisis, 6460 North California Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN TILLMAN (3rd Ward):

Washington King Shelter, 5700 South Lafayette Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN HUELS (11th Ward):

Bridgeport Day Care, 3053 South Normal Avenue -- annual fuel burning equipment inspection fee.

Spanish Coalition for Jobs, 2011 West Pershing Road -- annual building inspection fee.

BY ALDERMAN BURKE (14th Ward):

Maranatha Assembly of God Church, 3542 West 59th Street -- annual refrigeration inspection fee.

BY ALDERMAN RUGAI (19th Ward):

Elim Baptist Church, 10835 South Pulaski Road -- annual sign inspection fee.

Marist High School, 4200 West 115th Street -- annual sign inspection fee.

Morgan Park Academy, 2153 West 111th Street -- annual fuel burning equipment inspection fee.

Washington and Jane Smith Home, 2340 West 113th Place -- annual building inspection fee.

BY ALDERMAN TROUTMAN (20th Ward):

Everybody's Church, 5958 South Wabash Avenue -- annual sign inspection fees.

First Unity Baptist Church, 5129 South Indiana Avenue -- annual mechanical ventilation inspection fee.

BY ALDERMAN EVANS (21st Ward):

Penson Temple Church of God, 8606 South Summit Avenue -- garage, Public Class II fees.

Third Baptist Church, 9448 South Laflin Street -- annual driveway usage fees.

BY ALDERMAN CHANDLER (24th Ward):

Safer Foundation, 3210 West Arthington Street -- annual fuel burning equipment inspection fee.

Young Men's Christian Association/Sears, 3220 West Arthington Street -- annual driveway usage fee.

BY ALDERMAN E. SMITH (28th Ward):

Schwab Rehabilitation Hospital and Care Network, various locations -- semi-annual elevator inspection fees, annual institutional inspection fee and annual driveway usage fee (3).

BY ALDERMAN ALLEN (38th Ward):

Our Lady of the Resurrection Medical Center, various locations -- annual sign inspection fees.

BY ALDERMAN O'CONNOR (40th Ward):

Swedish Covenant Hospital, 5145 North California Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN DOHERTY (41st Ward):

Resurrection Hospital, 7435 West Talcott Avenue -- annual institutional inspection fees.

BY ALDERMAN NATARUS (42nd Ward):

Dr. William M. Scholl College of Podiatric Medicine, 30 West Oak Street -- annual building inspection fee.

Jewish Federation of Metropolitan Chicago, various locations -- annual fuel burning equipment inspection fee, annual building inspection fees, annual canopy and revolving door inspection fees and annual public place of assembly inspection fees (5).

The School/The Art Institute of Chicago, 37 South Wabash Avenue -- annual building inspection fee.

BY ALDERMAN BERNARDINI (43rd Ward):

Anixter Center, 2828 North Clybourn Avenue -- annual driveway usage fee.

Anixter Center for Rehabilitation of Disabled Persons, 2028 North Clybourn Avenue -- annual building inspection fee.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Health Care, various locations -- annual sign inspection fees.

Ravenswood Hospital, various locations -- annual sign inspection fees.

Ravenswood Medical Center, 4500 North Winchester Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN STONE (50th Ward):

Brisk Rabbinical College, 6408 North Sacramento Avenue -- annual driveway usage fee.

Hanna Sacks Yaakov High School of Chicago, 3021 West Devon Avenue -- annual fuel burning equipment inspection fee.

Jewish Federation of Metropolitan Chicago, various locations -- semi-annual elevator inspection fees and annual public place of assembly inspection fee (3).

Misericordia Heart of Mercy, various locations -- semi-annual elevator inspection fee and annual fuel burning equipment inspection fees (2).

Zarem/Golde Ort Technical Institute, 3050 West Touhy Avenue -- annual building inspection fee.

REFUND OF FEES:

BY ALDERMAN HAITHCOCK (2nd Ward):

Charitabulls, 1901 West Madison Street -- refund in the amount of $50.00.

BY ALDERMAN TROUTMAN (20th Ward):

True Holiness Apostolic Faith Church, 6237 -- 6243 South Prairie Avenue -- refund in the amount of $574.00.

BY ALDERMAN CHANDLER (24th Ward):

Upward Bound, Inc., P.O. Box 23273 -- refund in the amount of $1,679.00.

BY ALDERMAN GILES (37th Ward):

HICA, Inc., 3724 West Lexington Street -- refund in the amount of $219.00.

BY ALDERMAN O'CONNOR (40th Ward):

Lester and Rosalie Anixter Center/The Center for the Rehabilitation of Disabled Persons, 6610 North Clark Street -- refund in the amount of $125.00.

BY ALDERMAN SHILLER (46th Ward):

Lakeview Towers Preservation Corporation, 4550 North Clarendon Avenue -- refund in the amount of $35,606.00.

CANCELLATION OF WATER RATES:

BY ALDERMAN EVANS (21st Ward):

House of Joy and Praise Church, 1724 West 89th Street.

BY ALDERMAN STONE (50th Ward):

Rogers Park/West Ridge Historical Society, 6424 North Western Avenue.

SENIOR CITIZEN SEWER REFUNDS:
($50.00)

BY ALDERMAN PRECKWINKLE (4th Ward):

Bennett, Cecil B.

Moran, Lucille B.

BY ALDERMAN HOLT (5th Ward):

Grossman, Lore

BY ALDERMAN JONES (15th Ward):

Burns, Reather Mae

Cross, Bernice

Morgan, Ivory

BY ALDERMAN WOJCIK (30th Ward):

Paprzycki, Carl J.

BY ALDERMAN BANKS (36th Ward):

Rzepecki, Charlotte M.

BY ALDERMAN DOHERTY (41st Ward):

Cierlik, Walter S.
Colucci, Evelyn
Ghimenti, Norma E.
Joanides, Polexeni
La Dolce, Blanche E.
Noel, Marie P.
Tebes, John
Wazner, Kenneth J.

BY ALDERMAN NATARUS (42nd Ward):

Putko, Olga

BY ALDERMAN BERNARDINI (43rd Ward):

Du Bow, Jack
Marks, Alfred J., Jr.
Zralek, Robert L.

BY ALDERMAN LEVAR (45th Ward):

Salcido, Elaine

BY ALDERMAN SHILLER (46th Ward):

Senz, Otto

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (November 15, 1995)

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on November 15, 1995 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

AMENDMENT OF TITLE 4, CHAPTER 60 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 181 TO PROVIDE FOR IMMEDIATE REVOCATION OF ALCOHOLIC LIQUOR LICENSES BY LIQUOR CONTROL COMMISSIONER.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on License and Consumer Protection, deferred and published in the Journal of the Proceedings of November 15, 1995, pages 12572 through 12574, recommending that the City Council pass a proposed substitute ordinance amending Title 4, Chapter 60 of the Municipal Code of Chicago by the addition of a new Section 181 which would provide that an order of the Liquor Control Commissioner revoking an alcoholic liquor license shall take immediate effect if the Commissioner finds that certain circumstances are present.

Alderman Shaw moved to re-refer the said proposed substitute ordinance to the Committee on License and Consumer Protection.

Alderman Burke moved to *Lay on the Table* the foregoing motion. The motion to lay on the table *Prevailed* by yeas and nays as follow:

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Huels, Frias, Olivo, Burke, Streeter, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Ocasio, Burnett, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Natarus, Bernardini, Levar, Schulter, M. Smith, Stone -- 33.

Nays -- Aldermen Tillman, Holt, Beavers, Shaw, Jones, Coleman, Evans, Doherty, Moore -- 9.

Thereupon, on motion of Alderman Schulter, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Preckwinkle, Steele, Beavers, Dixon, Huels, Frias, Olivo, Burke, Streeter, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Ocasio, Burnett, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Natarus, Bernardini, Levar, Schulter, M. Smith, Stone -- 33.

Nays -- Aldermen Haithcock, Tillman, Holt, Shaw, Jones, Coleman, Evans, Doherty, Moore -- 9.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The regulation of the sale of alcoholic liquor, as a means of protecting and promoting the public health, safety and welfare, is a matter pertaining to the government and affairs of the City of Chicago; and

WHEREAS, The Illinois Liquor Control Act establishes a two-tiered licensing system, whereby a retailer of alcoholic liquor in the City of Chicago must first obtain a city liquor license in order to obtain a state liquor license, and whereby both licenses are necessary for lawful operation of the business; and

WHEREAS, In instances where a liquor licensee who appeals an order revoking his retail liquor license, the Illinois Liquor Control Act allows and requires the licensee to continue operation of the business during the pendency of the appeal; and

WHEREAS, The continued operation of businesses whose licenses have been revoked for weapons violations, narcotics violations, prostitution violations, or repeated sale to minors presents a hazard to the public health, safety and welfare; and

WHEREAS, The public health, safety and welfare can be protected by the closing of businesses whose licenses have been revoked for weapons violations, narcotics violations, prostitution violations, or repeated sale to minors during the pendency of the appeal of the revocation order; now, therefore,

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

SECTION 1. Chapter 4-60 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-60-181, as follows:

4-60-181 Revocation Order Not Stayed By Appeal.

An order of the liquor control commissioner revoking a city license under this chapter shall take immediate effect if the liquor control commissioner finds that any of the following circumstances are present: (a) the revocation is for violation of any federal or state law or city ordinance regulating the sale, use or possession of firearms; or (b) the revocation is for violation of any federal or state law or city ordinance regulating the sale, use or possession of narcotics or other controlled substances as defined in the Illinois Criminal Code; or (c) the revocation is for violation of any federal or state law or city ordinance relating to prostitution; or (d) the revocation is for sale of alcoholic liquor to a minor, and the licensee was disciplined for three or more similar sales, occurring in separate incidents, within the prior three years. For purposes of subsection (d) of this section, "discipline" means revocation, suspension or a voluntary closing in lieu of suspension. In the event that a revocation order contains a finding described in subsection (a), (b), (c) or (d) of this section, the effect of the revocation shall not be stayed pending an appeal by the licensee to the License Appeal Commission under the Liquor Control Act.

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

AMENDMENT OF TITLE 17, SECTION 8.3-4 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO ALLOW FINGERNAIL SALONS AND BEAUTY SUPPLIES AS PERMITTED USES IN B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of November 15, 1995, pages 12704 through 12706, recommending that the City Council pass a proposed ordinance amending Title 17, Section 8.3-4 of the Municipal Code of Chicago (the Chicago Zoning Ordinance) by allowing fingernail salons and beauty supplies as permitted uses in B4-1 to B4-5 Restricted Service Districts.

On motion of Alderman Banks, the said 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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:

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

SECTION 1. That Title 17, be hereby amended in Section 8.3-4 by adding the language in italics, as follows:

8.3-4 Permitted Uses -- B4-1 To B4-5 Restricted Service Districts.

A. Uses permitted in the B4-1 to B4-5 Districts, inclusive are subject to the following conditions:

(1) Dwelling units and lodging rooms are not permitted below the second floor unless otherwise set forth or superseded hereinafter. (Amend. 7-10-61, Coun. J. P. 5239.)

(2) Business establishments are restricted to a maximum gross floor area of 21,875 feet each, exclusive of any floor area devoted to off-street parking or loading facilities. (Amend. Coun. J. 4-27-60, p. 2501; 1-31-69, p. 4987.)

(3) All goods produced on the premises shall be sold at retail on the premises where produced.

(4) All business, servicing, or processing -- except for off-street parking or loading and automated teller machines as defined in Article 3.2 -- shall be conducted within completely enclosed buildings unless otherwise indicated hereinafter. (Amend. Coun. J. 11-15-79, p. 1317; 5-9-84, p. 6470.)

(5) All activities involving the production, processing, cleaning, servicing, testing, or repair of materials, goods or products shall conform with the performance standards established for the M1-1 to M1-5 Manufacturing Districts in Article 10 of this comprehensive amendment, provided that performance standards shall in every case be applied at the boundaries of the lot on which any such activities take place.

(6) Establishments of the "drive-in" or "drive-through" type offering goods or services directly to customers waiting in parked motor vehicles are not permitted except as allowed as a special use hereinafter. (Added. Coun. J. 5-9-84, p. 6470.)

B. The following uses are permitted in the B4-1 to B4-5 Districts, inclusive:

(1) Any use permitted in the B2-1 to B2-5 Districts, inclusive -- as set forth in Section 8.3-2 B, unless otherwise set forth or superseded hereinafter. However, prior restrictions on ground floor location for uses designated with an asterisk (*) shall not apply in the B4-1 to B4-5 Districts nor in any succeeding Business or Commercial Districts unless so specified.

(2) Amusement establishments, such as, but not limited to, bowling alleys, pool halls, dance halls, gymnasiums, swimming pools, and skating rinks, but not including an "arcade" as defined in Article 3 of this ordinance. (Amend. Coun. J. 11-29-74, p. 9272.)

(2A) Arcades, when located within Community Shopping Centers of not less than five acres. (Added. Coun. J. 6-30-82, p. 11214.)

(3) Auction Rooms.

(4) Auto Accessory Stores.

(5) Automobile Service Stations.

(5A) Beauty Shops, Beauty Parlors, *Fingernail Salons and Beauty Supplies.*

(6) Motor-driven Bicycle Sales, Rental and Repair Stores. (Amend. Coun. J. 4-9-86, p. 29244.)

(7) Blue-printing and Photostating Establishments.

(8) Caskets and Casket Supplies.

(9) Catering Establishments.

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

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Burke, the City Council took up for consideration the reports of the Committee on Zoning, deferred and published in the Journal of Proceedings of November 15, 1995, pages 12707 through 12721, recommending that the City Council pass various proposed ordinances which amend the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, 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 ordinances as passed (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:

West Erie Street; a line 501.3 feet east of North Paulina Street; the alley next south of West Erie Street; and a line 384 feet east of 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 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:

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,

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 2-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 C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by:

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

to those of a C3-6 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 2-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 2-J in the area 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,

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-K.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 4-K in the area bounded by:

West 18th Street; South Karlov Avenue; a line 248.26 feet south of and parallel to West 18th Street; and South Keeler Avenue,

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 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 R4 General Residence District symbols and indications as shown on Map No. 5-G in the area bounded by:

a line 80 feet north of West Webster Avenue; North Racine Avenue; West Webster Avenue; and the alley next 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 full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-H in the area bounded by:

> 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,

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 5-H.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

> 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,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area 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,

to those a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-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 M2-2 General Manufacturing District and R3 General Residence District symbols and indications as shown on Map No. 6-F in area bounded by:

West 25th Place; a line from a point as measured from the southerly right-of-way line of West 25th Place and easterly right-of-way line of South Normal Avenue, to a point 103.09 feet north of the alley next south of and parallel to West 25th Place and 91.17 feet east of South Normal Avenue; a line from a point 103.09 feet north of the alley next south of and parallel to West 25th Place and 91.17 feet east of South Normal Avenue, to a point 6.95 feet north of the alley next south of and parallel to West 25th Place and the westerly right-of-way line of South Canal Street; South Canal Street; the alley next south of and parallel to West 25th Place; and South Normal Avenue,

those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 6-G in the area bounded by:

> a line 308 feet southerly of South Hillock Avenue; South Loomis Street; a line 359.4 feet southerly of South Hillock Avenue; and the alley next westerly of South Loomis 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 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 83 feet south of West 27th Street; the alley next east of and parallel to South Pulaski Road; a line 128 feet south of West 27th Street; and South Pulaski Road,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 7-G in the area bounded by:

the point on the east line of North Lincoln Avenue, 311.0 feet south of the south line of West George Street; the line heading northeast and perpendicular to the east line of North Lincoln Avenue running to the public alley next east of and parallel to North Lincoln Avenue; thence the west line of the public alley east of and parallel to North Lincoln Avenue running southeast for a distance of 125 feet; thence a line running southwest and perpendicular to the east line of North Lincoln Avenue running to the east line of North Lincoln Avenue; and thence along the east line of North Lincoln Avenue running northwest for 125 feet 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. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-J in the area 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,

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-J.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-J in the area bounded by:

> a line 351.75 feet north of the north line of West George Street and perpendicular to North Ridgeway Avenue; the west line of North Ridgeway Avenue; a line 251.75 feet north of the north line of West George Street and perpendicular to North Ridgeway Avenue; and the east line of the public alley next west of and parallel to North Ridgeway Avenue 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 force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 9-H in the area 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,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 9-J in the area 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,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-J in the area bounded by:

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,

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 11-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 11-H in the area bounded by:

a point 92.00 feet north of the north line of West Leland Avenue, on the east line of the public alley next west of North Hermitage Avenue; thence a line running east 163.30 feet to the west line of North Hermitage Avenue; thence the west line of North Hermitage Avenue running south 92.00 feet to the north line of West Leland Avenue; thence the north line of West Leland Avenue running west 163.30 feet to the east line of the public alley next west of and parallel to North Hermitage Avenue; and thence the east line of the public alley next west of North Hermitage Avenue running north 92.00 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 11-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 11-K in the area 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,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 12-N in the area bounded by:

> a line 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,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-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 B5-5 General Service District symbols and indications as shown on Map No. 13-K in the area 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,

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 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 West Evelyn Lane; a line 434.25 feet east of and parallel to North East River Road; West Evelyn Lane; and a line 322.25 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 R3 General Residence District symbols and indications as shown on Map No. 14-M in the area bounded by:

West 61st Street; the alley next east of and parallel to South Parkside Avenue; a line 33 feet south of West 61st Street; and South Parkside 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 15-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 15-H in the area bounded by:

> West Thorndale Avenue; North Hermitage Avenue; the alley next south of and parallel to West Thorndale Avenue; and the alley next west of and parallel to North Hermitage 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 16-M.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 16-M in the area 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,

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 17-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 17-H in the area 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,

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 28-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 28-J in the area bounded by:

> a line 168.83 feet north of West 115th Street (West Medora Avenue); South Kedzie Avenue; West 115th Street (West Medora Avenue); and a line 150 feet west of South Kedzie 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.

MISCELLANEOUS BUSINESS.

Motion Lost -- SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF AMENDMENTS TO 1996 ANNUAL APPROPRIATION ORDINANCE, AS AMENDED AND YEAR XXII COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE.

Alderman Moore presented three proposed amendments to the 1996 Annual Appropriation Ordinance, as amended, and to the Year XXII Community Development Block Grant Ordinance, as follows:

Corrections And Revisions Of 1996 Budget Recommendations.

Fund: 100

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
		Department of Law -- 31				
		Administration -- 3006				
73	1687	Legal Messenger			1	$19,092
		Litigation -- 3010				
73	1687	Legal Messenger			1	22,116
74	1687	Legal Messenger			1	17,364
		Torts -- 3020				
75	1687	Legal Messenger			1	21,048

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
		Labor -- 3050				
77	1687	Legal Messenger			1	$20,064
77	1687	Legal Messenger			1	17,364
		Department of Human Services -- 53				
		Grants Support -- 3100				
139	3988	Program Development Coordinator			1	$41,664
140	0826	Principal Typist			1	23,244
		Finance General -- 99				
		Other Operating Expenses -- 2005				
283	.0931	For payment of non-tort judgments and other legal expenses		$17,700,000		$17,518,044

Corrections And Revisions Of 1996 Budget Recommendations.

Fund: 346

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
		Department Of General Services -- 91				
		Bureau of Facilities Management -- 3035				
395	4219	Library Guard			1	$26,880

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
395	4219	Library Guard			4	$25,536
395	4219	Library Guard			17	24,372
395	4219	Library Guard			7	23,244
395	4219	Library Guard			3	22,116
395	4219	Library Guard			2	19,092
395	4219	Library Guard			20	18,192
		Finance General -- 99				
		Other Operating Expenses -- 2005				
403	.0955	Interest on Daily Tender Notes		$5,493,200		$4,693,200
403	.9112	Property Maintenance contract for the Harold Washington Library Center, to be expended at the direction of the Budget Director		4,397,800		4,023,372

Corrections And Revisions C.D.B.G. Year XXII Budget Recommendations.

Fund: 852

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
		Department of Human Services -- 53				

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
		Planning and Administration -- 3505				
67	0430	Clerk III			1	$28,188
67	0120	Supervisor of Accounting			1	54,840
		Human Service System -- 3510				
68	3988	Program Development Coordinator			1	$43,812
68	3988	Program Development Coordinator			1	34,308
68	0836	Senior Typist			1	25,536
68	0826	Principal Typist			1	28,188
68	0826	Principal Typist			2	26,880
		Reallocation of unspent Community Development Block Grant funds from prior years		$12,248,048		$12,516,680

Alderman Natarus moved to suspend the rules temporarily to permit immediate consideration of and action upon the foregoing proposed amendments.

The clerk called the roll and the motion failed to pass by yeas and nays as follows:

Yeas -- Aldermen Preckwinkle, Holt, Steele, Moore -- 4.

Nays -- Aldermen Granato, Huels, Burke, Murphy, Rugai, Zalewski, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Natarus, Levar, M. Smith, Stone -- 17.

Thereupon, on motion of Alderman Moore, the foregoing proposed amendments to the 1996 Annual Appropriation Ordinance, as amended, and to the Year XXII Community Development Block Grant Ordinance, were *Referred to the Committee on the Budget and Government Operations.*

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Ms. Anna R. Langford, former alderman of the sixteenth ward;

Ms. Annette Bitoy, former alderman of the thirty-fourth ward;

Mr. Gerald M. McLaughlin, former alderman of the forty-fifth ward;

Mr. Henry S. Bienen, president of Northwestern University;

Mrs. Marilyn Bruton, wife of the late Chicago labor leader, Mr. Michael Bruton;

Twenty-five team members from the Mother McAuley Catholic High School Volleyball Class AA State Champions, accompanied by their coach, Ms. Nancy Pederson.

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 December, 1995, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the tenth (10th) day of January, 1996, 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, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Expression Of Holiday Greetings.

Speaking on behalf of all the members of the City Council, Alderman Burke rose to express to Mayor Daley and his family the Council's best wishes for a Merry Christmas and a healthy, happy and prosperous New Year.

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, January 10, 1996 at 10:00 A.M., in the Council Chambers in City Hall.

James J. Laski

JAMES J. LASKI,
City Clerk.