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

Regular Meeting--Tuesday, March 26, 1996

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore.

Absent -- Aldermen Holt, Beavers, Streeter, Rugai, Colom, Hansen, Stone.

Alderman Huels informed the City Council that Alderman Beavers was absent due to the death of his brother.

Call To Order.

On Tuesday, March 26, 1996 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, Preckwinkle, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Evans, Munoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, Doherty, Bernardini, Levar, Schulter, M. Smith, Moore -- 36.

Quorum present.

Invocation.

Reverend O. C. Morgan of the Evening Star Baptist Church opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Referred-- APPOINTMENT OF BROTHER MICHAEL F. QUIRK AS
MEMBER OF BOARD OF ETHICS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- I have appointed Brother Michael F. Quirk as a member of the Board of Ethics for a term expiring July 31, 1998, to succeed Janice E. Rodgers, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the

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provisions of Council Rule 43) *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Board of the Low-Income Housing Trust Fund for terms expiring December 31, 1997:

Juan Rafael Rangel, Gregory A. Ratliff, Emma Jean Robinson, Brian K. Smith and Edward Williams, all reappointed; and Alphonse G. Guajardo, to succeed Hipolito Roldan, who has resigned.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MS. OTTA K. KAISERAUER
AND MR. EMIL C. MAKLER AS MEMBERS OF
95TH STREET/BEVERLY HILLS BUSINESS
AREA COMMISSION (SPECIAL SERVICE
AREA NUMBER 4).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- I have reappointed Otta K. Kaiserauer and Emil C. Makler as members of the 95th Street/Beverly Hills Business Area Commission (Special Service Area No. 4) for terms expiring October 1, 1998.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS
MEMBERS OF COMMERCIAL AVENUE COMMISSION
(SPECIAL SERVICE AREA NUMBER 5).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- I have appointed George N. Eliopulos, James A. Fitch, Jr. and Barbara K. Minster as members of the Commercial

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Avenue Commission (Special Service Area No. 5) for terms expiring October 31, 1998.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. DENISE E. LESMIK AS
MEMBER OF GREATER LAKEVIEW EAST COMMISSION
(SPECIAL SERVICE AREA NUMBER 8).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- I have appointed Denise E. Lesmiak as a member of the Greater Lakeview East Commission (Special Service Area No. 8) for a term expiring October 1, 1997, to succeed Elizabeth O'Hagan who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION OF ADDITIONAL LOAN TO
MAGNOLIA LIMITED PARTNERSHIP FOR
INSTALLATION OF SPRINKLER AND
FIRE ALARM SYSTEMS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing an additional loan to the Magnolia Limited Partnership to finance the installation of a sprinkler system and a fire alarm system.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF CARGO BUILDING SITE LEASE
WITH KLM ROYAL DUTCH AIRLINES TO INCREASE
SQUARE FOOTAGE OF LEASED PREMISES.

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:*

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OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing an amendment to the Cargo Building Site Lease dated December 19, 1990 between the City of Chicago and KLM Royal Dutch Airlines to increase the square footage of KLM's leased premises under the lease.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR NON-EXCLUSIVE PERPETUAL
EASEMENT TO CITY OF DES PLAINES TO MAINTAIN
SANITARY SEWERS WITHIN CHICAGO O'HARE
INTERNATIONAL AIRPORT.

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

March 26, 1996.

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 a non-exclusive perpetual easement to the city of Des Plaines for the right to maintain sanitary sewers on the property within the confines of O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR GRANT TO CHICAGO
LOW-INCOME HOUSING TRUST FUND TO PROVIDE
HOUSING AS PART OF SUPPORTIVE
HOUSING PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a grant of \$2,520,000 to the Chicago Low-Income Housing Trust Fund, to provide housing to homeless persons, people with disabilities and their families as part of the Supportive Housing Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REALLOCATION OF MOTOR FUEL TAX BOND FUNDS
FOR DEPARTMENT OF TRANSPORTATION'S VERTICAL
CLEARANCE IMPROVEMENTS AND MAINTENANCE
AND REPAIR OF SIDEWALKS PROJECTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance reallocating \$4,000,000 in 1990 Motor Fuel Tax Bond funds for the Department of Transportation's Vertical Clearance Improvements and Maintenance and Repair of Sidewalks projects.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXPENDITURE OF MOTOR
FUEL TAX FUNDS FOR STREET MAINTENANCE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing the Commissioner of Transportation to expend \$500,000 in Motor Fuel Tax funds for street maintenance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR PROPOSED TRANSFER OF
FUNDS RELATING TO MAINTENANCE OF
RICHARD J. DALEY CENTER.

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:*

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OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Board of Commissioners of the Public Building Commission of Chicago, I transmit herewith an ordinance approving a proposed transfer of funds relating to maintenance of the Richard J. Daley Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF SELECTION OF NEW HOMES FOR
ROSELAND JOINT VENTURE TO PARTICIPATE IN
NEW HOMES FOR CHICAGO PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance approving the selection of New

Homes for Roseland Joint Venture, an Illinois joint venture, to participate in the New Homes for Chicago Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF PARCEL C-5 WITHIN
LINCOLN PARK CONSERVATION AREA AT
1643 NORTH CLYBOURN AVENUE
TO MARAK WICK.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance approving the sale of Parcel C-5 in the Lincoln Park Conservation Area, located at 1643 North Clybourn Avenue, to Marak Wicik.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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Referred -- APPROVAL FOR SALE OF PARCEL R-12 WITHIN
LINCOLN PARK CONSERVATION AREA AT
1722 NORTH CLYBOURN AVENUE
TO MR. THOMAS ARMOUR.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance approving the sale of Parcel R-12 in the Lincoln Park Conservation Area, located at 1722 North Clybourn Avenue, to Thomas Armour.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF PORTION OF WEST KINZIE
STREET AS LIMITED LOCAL ACCESS
PUBLIC WAY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance designating part of West Kinzie Street as a Limited Local Access Public Way.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF ORDINANCE WHICH DESIGNATED
PORTIONS OF SOUTH INDIANA AND SOUTH PRAIRIE
AVENUES AS LIMITED LOCAL ACCESS
PUBLIC WAYS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 26, 1996.

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 relating to limited local access public ways for the Quam Nichols Company.

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 -- APPLICATIONS TO COOK COUNTY BOARD
OF APPEALS FOR PROPERTY TAX EXEMPTIONS AT
3901 SOUTH ASHLAND AVENUE, 3350 WEST
FILLMORE STREET AND 10101 SOUTH
STONY ISLAND AVENUE.

A communication from Mr. Cosmo J. Briatta, Asset Manager, Department of General Services, transmitting three applications for tax exemptions that will be filed with Cook County Board of Appeals for tracts of land located at 3901 South Ashland Avenue, 3350 West Fillmore Street and 10101 South Stony Island Avenue, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE CERTIFICATE, COPIES
OF TRUST INDENTURE, NOTE PURCHASE AGREEMENT
AND OFFICIAL STATEMENT AUTHORIZING
ISSUANCE OF CITY OF CHICAGO,
GENERAL OBLIGATION
EQUIPMENT NOTES,
SERIES 1996.

A communication from Mr. Walter K. Knorr, Chief Financial Officer, under date of March 13, 1996, transmitting the Notification of Sale Certificate, with

copies of the Trust Indenture, the Note Purchase Agreement and the Official Statement authorizing the issuance of City of Chicago, General Obligation Equipment Notes, Series 1996, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN REGARDING PROPOSED GOOSE ISLAND
REDEVELOPMENT PROJECT AREA.

A communication from Mr. Paul Davis, Assistant Corporation Counsel, under date of March 12, 1996, transmitting the Eligibility Study of a Proposed Redevelopment Project Area for Tax Increment Allocation Financing in the Goose Island Study Area and the Goose Island Redevelopment Project Area Tax Increment Allocation Finance Program Redevelopment Plan and Project, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN REGARDING PROPOSED DIVISION-HOOKER
REDEVELOPMENT PROJECT AREA.

A communication from Mr. Paul Davis, Assistant Corporation Counsel, under date of March 11, 1996, transmitting the Eligibility Study of a Proposed Redevelopment Project Area for Tax Increment Allocation Financing in the Division-Hooker Study Area and the Division-Hooker Redevelopment Project Area Tax Increment Allocation Finance Program Redevelopment Plan and Project, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN REGARDING PROPOSED NEAR WEST
REDEVELOPMENT PROJECT AREA.

A communication from Mr. Paul Davis, Assistant Corporation Counsel, under date of March 11, 1996, transmitting the Eligibility Study of the Near West Area Tax Increment Finance Program and the Near West

Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project, 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 March 6, 1996 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on March 26, 1996 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 March 6, 1996 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:

Mr. Edwin Adorno -- to classify as a C2-2 General Commercial District instead of a B5-2 General Service District the area shown on Map No. 1-H bounded by:

West Superior Street; North Ashland Avenue; the alley next south of West Superior Street; and a line 79 feet west of North Ashland Avenue.

Atlantis Properties, Ltd. -- to classify as an R5 General Residence District instead of an M1-1 Restricted Manufacturing District and to further classify as a Residential Planned Development instead of an R5 General Residence District the area shown on Map No. 17-I bounded by:

the south line of West Pratt Avenue; a line 150.60 feet west of the west line of North Whipple Street running south by west 2 degrees, 41 minutes, for a distance of 449.68 feet; thence a line 449.20 feet south of and parallel to the south line of West Pratt Avenue running west for a distance of 529.63 feet; and thence a line 702.60 feet west of the west line of North Whipple Street running north for a distance of 449.20 feet to the point of beginning.

Ms. Sonia Cossio -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 1-G bounded by:

West Grand Avenue; a line 300 feet east of and parallel to North Armour Street; a line 99.50 feet south of and parallel to West Grand Avenue; a line 295.80 feet east of and parallel to North Armour Street; West Ferdinand Street; a line 250 feet east of and parallel to North Armour Street; a line 129.5 feet south of and parallel to West Grand Avenue; and a line 225 feet east of and parallel to North Armour Street.

Cyrus Development Group, Ltd. -- to classify as a C1-3 Restricted Commercial District instead of an R5 General Residence District the area shown on Map No. 3-J bounded by:

a line 82.04 feet north of West Hirsch Street; North Kedzie Avenue; West Hirsch Street; and the alley next west of North Kedzie Avenue.

Mr. David A. Kurek and Mr. Ronald A. Kurek -- to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 28-J bounded by:

West 111th Street; South Trumbull Avenue; the public alley next east of and parallel to South Trumbull Avenue; and a line 90 feet south of and parallel to West 111th Street.

Mr. Robert and Mrs. Maria Morales -- to classify as a C2-1 General Commercial District instead of a B5-1 General Business District the area shown on Map No. 3-K bounded by:

West North Avenue; North Kildare Avenue; West Grand Avenue; and a line 100 feet west of North Kildare Avenue.

Mr. Joel Pickus -- to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-G bounded by:

the south line of West Belden Avenue; the west line of the public alley east of and parallel to North Greenview Avenue; a line 25.0 feet south of and parallel to the south line of West Belden Avenue; and the east line of North Greenview Avenue to the point of beginning.

Mr. Richard Raciborski -- to classify as a C1-3 Restricted Commercial District instead of a B4-3 Restricted Service District the area shown on Map No. 5-J bounded by:

a line 252 feet north of West North Avenue; North Kedzie Avenue; a line 152 feet north of West North Avenue; and the alley next west of North Kedzie Avenue.

Mr. Gregorio and Mrs. Angelica Rodriguez -- to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 5-J bounded by:

the alley next north of West Armitage Avenue; North Kimball Avenue; West Armitage Avenue; and a line 175 feet west of North Kimball 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:

Airway Honda, Allstate Insurance Company (5) Robert L. Bonner, Henry and Mattie Lee Brown, John A. LaCour, Willie L. Posey and Fred Williams, Abbey Steven Heaslet, Appel Rena M.;

Balthazar Doris A., Bambulas Daniela, Banks Sylvia D., Barber Jeffery P., Barnack Renee K., Bean Allen H., Beil Carl H., Berman Lawrence P., Bigwood John M., Bill's Complete Landscaping Service, Birnbaum Marya Katherine, Bracy Mary L., Burow Laura M.;

Caref Sheldon, Chapman Maurice S., Chaudhry Mian Shahzad, Chicago Mutual Liability Co. and Clarence Abraham, Chojecki Henryka, Clanders Mary L., Cobbins Vanessa, Cohn-Razansky Elena J., Collins Carla, Cooper Marilyn, Cortez Raul, Cross Earnest, Cunningham Edmon;

Dotson Mary;

Echols Vada, Estela Ernest;

Fefferman Morris;

Gaston Kymeish T. and Clara J., GEICO General Insurance Company and Shawn Garrett, Gold Sylvia, Gonzales Josephine, Goodrich Dr. Andrew L., Gregoire Judith A., Gray Hosea;

Handler Gerald, Harris Cleo T., Hayes Nancy Ruth;

Ikab Ahmad R.;

Jenkins Joseph, Johnson Robert I., Jones William, Jozaitis Judith A.;

Kozubowski Patricia A., Krajecki Kristopher Thomas;

Lail Jason C. and Tara Tegtman, Loomis Gabrielle M.;

Mahon David M., Mayfield Terese, Mazhari Alaleh M., McCoy Daisy (Mattie Jones), McFate Jodi E., McNamara David R. and Catherine A., Miller Franklin C., Mitchell Jenniece;

Napleton Clare M., Nichols Tacana, Nowicki John A.;

Orange Jacqueline;

Page Russell C., Patrick Sherrie, Patton Emma, Peoples Gas Light and Coke Company (14), Petrungaro Michael F., Phillips Edwin D., Piazza Rosalie, Pond Frank C., Prete Alphonso, Pustay Gerald M.;

Quitter Shawn G.;

Rabe Timothy L., Robinson Inez, Rossi John M.;

Scumaci Esther, Shadel William C., Shaffern William Paul, Shadel William C., Shapiro Robert E., Shazzad Arif M., Shoichet Sandra Gail, Silva Maria J., Snyder Wendell E., State Farm Insurance Company (4) Lori

Metsa, Naomi Schapira, Phillip M. Onofrio and Thomas Charlotte and Mariann Mayberry, Stephens Dora Lee, Strong James, Strunga Gary M., St. Paul Fire and Marine Insurance Company and James J. Lavin;

Toyoma Hiro;

Universal Casualty Insurance Company and Craig Ousley;

Walker Lincoln D., Walton Lamaria S., Warrior Insurance Group (2) Cheryl Decatur and Ronald Jenkins, Washington Jennifer M., White Dolores V., Williams Claudia, Williams Felicia K., Winters Eddie, Wojcik Christopher R., Woodard Annie L..

Referred -- AMENDMENT OF MUNICIPAL CODE OF CHICAGO
TO PERMIT LOW-VOLTAGE LIGHTING SYSTEMS
OPERATING AT 30 VOLTS OR LESS.

A communication from Mr. Gregory Kay, President of Tech Lighting, proposing an amendment to the Municipal Code of Chicago which would add thereto Article 411 of the National Electrical Code addressing low-voltage lighting systems operating at 30 volts or less, which was *Referred to the Committee on Buildings*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**AMENDMENT OF TITLE 3 AND TITLE 9 OF MUNICIPAL CODE
OF CHICAGO REGARDING CHICAGO GROUND
TRANSPORTATION TAX.**

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to amend Title 3, Chapter 46 and Title 9, Chapter 112 of the Municipal Code of the City of Chicago which concerns the City's Ground Transportation Tax, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore -- 40.

Nays -- Aldermen Steele, Shiller -- 2.

Alderman Allen 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 3-46 of the Municipal Code of Chicago, the Chicago Ground Transportation Tax Ordinance, is hereby amended by inserting the language in italics and deleting the language bracketed, as follows:

3-46-020 Definitions.

When any of the following words or terms are used in this chapter, they shall have the meaning set forth below:

* * * * *

A. *"Department of consumer services" means the department of consumer services of the city of Chicago.*

[A.] B. "Department [or "department] of revenue" means the department of revenue of the city of Chicago.

[B.] C. "Director" or "director of revenue" means the director of revenue of the city of Chicago.

[C.] D. "Ground transportation vehicle [for hire]" [or "ground transportation vehicle"] means any *for-hire* motor vehicle [, not operated by a government transportation agency,] used to provide transportation [to passengers for a charge or other consideration in whatever form] *for a charge or other consideration to passengers, regardless of whether the consideration is paid by the passengers or by any other person.* [These] *This* [terms] *term* [include] *includes*, but [are] is not limited to, taxicabs and all automobiles, limousines, [charter] buses and other motor vehicles used to provide transportation to passengers for a charge, whether or not licensed by the city or registered or titled with the state of Illinois.

The [terms] *term* ["ground transportation vehicle for hire" or] "ground transportation vehicle" [do] *does not include motor vehicles operated by a government transportation agency or on behalf of a government transportation agency pursuant to a contract or a grant*, motor vehicles devoted exclusively to funeral use, or motor vehicles used as ambulances [, motor vehicles to the extent used to transport students to and from school-related activities and events, or motor vehicles licensed by, or operated in conformity with authority granted by, the Interstate Commerce Commission or the Illinois Commerce Commission to the extent that the vehicles provide transportation to passengers on authorized interstate routes].

[D.] E. "License holder of a ground transportation vehicle [for hire]" or "license holder" means any person holding a license issued by the city under chapter 9-112 of this code, as amended, or any person who has registered or titled a motor vehicle with *any* [the] state [of Illinois] *or the District of Columbia* if the vehicle is used to provide ground transportation to passengers.

[E.] F. "Motor vehicle" or "vehicle" means any vehicle that is self-propelled and not operated on rails, but does not include motorized wheelchairs.

[F. "Passenger" means any natural person who engages a ground transportation vehicle for hire.]

H. "Use in the city" means use of any ground transportation vehicle [for hire] where[:

- (1) the entire use occurs in the city;
- (2) use begins in the city but ends outside the city; or
- (3) use begins outside the city but ends in the city] *passengers are either picked up or dropped off in the city, or both.*

3-46-030 Tax Imposed.

A. Pursuant to the authority granted by section 11-42-6 of the Illinois Municipal Code, as amended, [Illinois Revised Statutes, Chapter 24, Paragraph 11-42-6] *65 ILCS § 5/11-42-6*, a tax is imposed on all persons engaged in the occupation of providing ground transportation vehicles for use in the city. *The incidence of the tax and the obligation to pay the tax are on the license holder of any ground transportation vehicle which is used in the city or on the person operating a ground transportation vehicle for use in the city who is required to be, but is not, a license holder.*

B. (1) The rate of the tax shall be in accordance with the following schedule:

[(1)] (a) For ground transportation vehicles that are taxicabs, \$3.00 for each taxicab for each day the taxicab is used in the city to provide ground transportation;

[(2) (a)] (b) For ground transportation vehicles, other than taxicabs, with a seating capacity of [eight] *ten* or fewer passengers, [\$4.50] *\$3.50* for each vehicle for each day the vehicle is used in the city to provide ground transportation;

[(b)] (c) For ground transportation vehicles with a seating capacity of [nine to 15 passengers] *11 to 24 passengers*, \$6.00 for each vehicle for each day the vehicle is used in the city to provide ground transportation;

[(c)] (d) For ground transportation vehicles with a seating capacity of [16 or more passengers] *more than 24 passengers*, [\$12.00] *\$9.00* for each vehicle for each day the vehicle is used in the city to provide ground transportation.

(2) For purposes of this subsection (B), it shall be presumed that the seating capacity of a ground transportation vehicle is the seating capacity designated by the vehicle's manufacturer.

[B. The incidence of the tax imposed by this chapter and the obligation to pay the tax are on the license holder of any ground transportation vehicle which is used in the city, or on any person operating a ground transportation vehicle for use in the city who is required to be, but is not, a license holder.]

C. (1) To prevent multiple taxation, any person who is licensed, or who is required to be licensed, to operate a ground transportation vehicle used in another municipality may claim a credit against the tax imposed by this chapter equal to any similar occupation tax imposed on the person by the other municipality with respect to such ground transportation vehicle, but only to the extent of the amount of tax properly due and actually paid to the other municipality. The credit may not exceed the amount of the tax imposed by this chapter that otherwise would be due.

(2) This subsection 3-46-030(C) shall not apply in the case of any person who is licensed, or who is required to be licensed, under chapter 9-112 of this code.

D. Nothing in this chapter shall be construed to impose the tax on any person or activity which, under the constitutions of the United States or the state of Illinois, may not be taxed by the city.

3-46-040 Paying The Tax And Filing Returns.

On or before the last day of each calendar month, every person required to pay the tax imposed by this chapter shall file with the department of revenue a tax return and pay all applicable tax attributable to the immediately preceding calendar month. The taxpayer shall file the required return on a form prescribed by the director and shall provide such information as the director may reasonably require.

* * * * *

3-46-060 Exemptions.

[The tax imposed by this chapter does not apply to any person to the extent that the person provides a ground transportation vehicle for use in the city to any not-for-profit organization or to any agency of the city;

provided, however, that the ground transportation vehicle so provided is used solely for the purposes for which the organization or agency is dedicated and only if the applicable consideration is billed to and paid directly by the organization or agency and not by the passenger.]

Notwithstanding any other provision of this chapter, the following uses of a ground transportation vehicle do not subject the license holder of the vehicle to the tax imposed by this chapter:

A. the use of a ground transportation vehicle to transport students to or from school-related activities or events;

B. the use of a ground transportation vehicle that may not be taxed pursuant to the ICC Termination Act of 1995, Pub. L. No. 104-88, §14505, 109 Stat. 803, 904;

C. a ground transportation vehicle that is operated by a not-for-profit organization to the extent that the vehicle is used solely for the purposes for which the organization is dedicated;

D. a ground transportation vehicle that is provided by a person to a not-for-profit organization or to a governmental body to the extent that (1) the vehicle is used solely for the purposes for which the organization is dedicated or for governmental purposes and (2) the applicable consideration is billed to and paid directly by the not-for-profit organization or the governmental body and not by any of the passengers;

E. a ground transportation vehicle to the extent that it is used in a ridesharing arrangement pursuant to the Ridesharing Arrangements Act, as amended, 625 ILCS § 30/1, et seq..

3-46-070 Registration.

A. Every license holder of a ground transportation vehicle [for hire] who is required to pay the tax imposed by this chapter shall register with the department of [revenue] *consumer services*, on a form prescribed by the [director] *commissioner of consumer services*, [within 30 days after the effective date of the ordinance codified in this chapter or within 30 days after first becoming a subject to the tax imposed by this chapter, whichever is later] *at least 10 days before the ground transportation vehicle is used in the city.* [if any information provided by a license holder on a registration form ceases to be accurate, then the license holder shall file a corrected form with the department prior to the following January 1.]

B. Any license holder that has registered in accordance with the *Metropolitan Pier and Exposition Authority Airport Departure Tax Ordinance § 1-10(A) (1992)* or has been issued a license pursuant to chapter

9-112 of this code shall be regarded as registered in accordance with subsection (A) of this section.

C. If any information provided by a license holder on a registration form ceases to be accurate, then the license holder shall file a corrected form with the department of consumer services within 60 days.

3-46-073 Registration Emblems.

A. The department of consumer services shall issue to every license holder registered in accordance with section 3-46-070 of this chapter an annual registration emblem for every ground transportation vehicle that the license holder provides for use in the city, other than vehicles having a seating capacity of more than 24 passengers or vehicles required to display a sticker license emblem or a metal plate pursuant to chapter 9-112 of this code. The emblems shall be issued on or before April 1 of each calendar year to license holders of taxicabs and liveries and on or before August 1 of each calendar year to license holders of all other ground transportation vehicles. Emblems shall also be issued within 10 days of initial registration in accordance with section 3-46-070 of this chapter.

B. Every license holder that is required to pay the tax imposed by this chapter shall affix a registration emblem issued by the department of consumer services on the front windshield of every ground transportation vehicle that is used in the city, other than vehicles having a seating capacity of more than 24 passengers or vehicles that are required to display a sticker license emblem or a metal plate pursuant to chapter 9-112 of this code. If a ground transportation vehicle does not display a registration emblem as required by this subsection, then the license holder of the vehicle shall be prohibited from using or permitting the use of the vehicle as a ground transportation vehicle in the city.

C. The department of consumer services shall not issue a registration emblem to a license holder if the license holder has failed to file with the department of revenue a tax return for any month that it was required to pay the tax imposed by this chapter or if the license holder has failed to pay any tax that has been assessed by the department of revenue, unless:

(1) the license holder is contesting liability for the tax in a pending administrative or judicial proceeding; or

(2) the license holder has filed a petition in bankruptcy and the full amount of the tax due to the city is dischargeable in bankruptcy; or

(3) the license holder has entered into an agreement with the department of revenue for the payment of all the tax and the license holder is in compliance with the agreement.

D. Immediately upon the sale of any ground transportation vehicle, the seller or the purchaser shall remove the registration emblem from the vehicle. It shall be unlawful for the purchaser to use the vehicle unless the registration emblem has been removed.

E. Except as provided in subsection (C) of this section, any license holder that has registered in accordance with section 3-46-070 of this chapter may request the department of consumer services to issue a registration emblem if the license holder acquires a new, used or additional ground transportation vehicle.

3-46-076 Impoundment Of Ground Transportation Vehicles.

A. Any ground transportation vehicle that is used in the city in violation of section 3-46-073(B) of this chapter may be seized and impounded pursuant to this section. If a ground transportation vehicle is seized and impounded pursuant to this section, the license holder of the vehicle shall be liable to the city for an administrative penalty of \$500.00 plus any towing and storage fees applicable under section 9-92-080 of this code. This subsection shall not apply if the vehicle used in the violation was stolen and reported as provided by section 9-112-555(A) of this code.

B. Whenever an authorized employee or agent of the city of Chicago has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, he may provide for the towing of the vehicle to a facility controlled by the city or its agents. If a vehicle is towed pursuant to this subsection, the authorized employee or agent of the city shall notify the license holder or any person who was in control of the vehicle at the time of the alleged violation that the vehicle was seized and the license holder has a right to request a vehicle impoundment hearing as provided in section 3-46-079 of this chapter.

3-46-079 Hearings.

A. Whenever the license holder of a vehicle seized pursuant to section 3-46-076(A) of this chapter makes a request for a vehicle impoundment hearing in person and in writing to the department of consumer services within 18 hours after the seizure (excluding Saturdays, Sundays and legal holidays), a hearing officer of the department of consumer services shall conduct a vehicle impoundment hearing within 24 hours after the seizure (excluding Saturdays, Sundays and legal holidays) in accordance with the provisions set forth in section 9-112-555(C) of this code. If, after the vehicle impoundment hearing, the hearing officer determines that there is probable cause to believe that the vehicle is subject to seizure and impoundment under section 3-46-076(A) of this chapter, the hearing officer shall order the continued impoundment of the vehicle unless the license holder posts with

the department of consumer services a cash bond in the amount of \$500.00 plus any applicable towing and storage fees.

B. Within 10 days after a vehicle is seized and impounded, the city shall notify the license holder of the vehicle by certified mail, return receipt requested, of the date, time and location of an administrative hearing for the adjudication of the alleged violation of section 3-46-073(B) of this chapter. The hearing shall be conducted in accordance with the provisions of section 9-112-555(D) of this code. If, after the hearing, the hearing officer determines by a preponderance of evidence that a violation of section 3-46-073(B) of this chapter has occurred, the hearing officer shall enter an order finding the license holder liable to the city for an administrative penalty in the amount of \$500.00 plus towing and storage fees. If the license holder fails to appear at the hearing, the hearing officer shall enter a default order in favor of the city requiring the payment to the city of an administrative penalty of \$500.00 plus towing and storage fees. Whenever an administrative penalty is imposed pursuant to this subsection, the license holder shall be subject to all terms and provisions of section 9-112-555(E) of this code. If the hearing officer finds that no violation of section 3-46-073(B) has occurred, the hearing officer shall order the immediate return of the license holder's vehicle and cash bond.

3-46-080 Books And Records.

A. Every person required to pay the tax imposed by this chapter shall keep accurate books and records of its business or activity, including original source documents and books of entry denoting the transaction that gave rise, or may have given rise, to the tax liability or any exemption that may be claimed and the days that such person's ground transportation vehicles were used in the city. All such books and records shall be kept in the English language and, at all times during business hours or the day, shall be subject to and available for inspection by the department of revenue.

B. It shall be presumed that a ground transportation vehicle which is licensed pursuant to chapter 9-112 of this code was used in the city on every day of any period for which no accurate books and records required by subsection (A) of this section were kept.

3-46-090 Rules And Regulations.

The director is authorized to adopt, promulgate and enforce rules and regulations pertaining to the application, administration and enforcement of the tax imposed by this chapter. To maximize enforcement of the tax imposed by this chapter, the director may consult and work in conjunction with the commissioner of consumer services.

SECTION 2. It is the specific intent of the City Council that, notwithstanding any other provision of Chapter 3-46, if a court of law shall hold that the ICC Termination Act of 1995, Pub. L. No. 104-88, §14505, 109 Stat. 803, 904 prohibits the city from imposing the ground transportation tax on the license holder of a motor vehicle with respect to any particular use of that vehicle or with respect to any category of uses and the judgment is final and all rights to appeal have expired or have been exhausted, then the tax shall not be imposed on such use or category of uses but shall continue to be imposed on all other taxable uses.

SECTION 3. Chapter 9-112 of the Municipal Code of Chicago is hereby amended by inserting the language in *italics*, as follows:

9-112-280 Revocation Of License -- Additional Reasons.

In the event that the commissioner, after investigation and hearing, shall determine that any licensee has obtained any public passenger vehicle license by fraud or false representation or wilful misstatement of material fact, or in case any licensee shall fail to carry out any representation made to the commissioner before the issuance of such license, or shall wilfully make any material misstatement of fact on any statement filed with the commissioner, *or shall wilfully make any material misstatement of fact on any statement filed with the director of revenue or the department of consumer services in connection with the administration of any tax levied against the licensee*, or if any licensee shall operate, or cause or suffer to be operated, any public passenger vehicle in violation of the provisions of this chapter or of the rules and regulations of the commissioner relating to the administration and enforcement of the provisions of this chapter, or if the licensee shall be convicted of a felony, or in the case of a corporate licensee if any officer or director shall be convicted of a felony unless the licensee shall sever its relationship with any such officer or director immediately upon his conviction, or if the licensee has obtained his license pursuant to a foreclosure of a security interest without having provided the commissioner with the information required under section 9-112-320(f)(2), the commissioner shall recommend to the mayor's license commission that any or all public passenger licenses held by the licensee be revoked and the mayor's license commission shall revoke the license or licenses.

SECTION 4. This ordinance shall take effect on July 1, 1996, except that amended subsection (B) of Section 3-46-060 shall take effect on January 1, 1996, and apply retroactively to that date.

PROPERTY AT 2550 WEST 35TH STREET APPROVED FOR
CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed resolution approving a Class 6(b) tax incentive classification for the property located at 2550 West 35th 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, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

Alderman Allen 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 lessees who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for industrial purposes; and

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

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

WHEREAS, The Paper Group (the "Lessee") of the property commonly known as 2550 West 35th Street, Chicago (hereinafter referred to as the "Subject Property"), will undertake new construction, installation and equipping of new facility, the building will consist of a three hundred thousand (300,000) square foot, single-story industrial warehouse facility, with the expectation that the project and property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

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

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

WHEREAS, The Subject Property will be utilized for industrial purposes in that The Paper Group is engaged in sales, distribution and in-house processing including slitting, cutting, re-rolling and pelletizing of paper products; and

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

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

WHEREAS, The Permanent Real Estate Tax Index Numbers for the Subject Property are 16-36-201-012, 16-36-201-020, 16-36-201-033, 16-36-201-036, 16-36-401-016, 16-36-401-017, 16-36-401-018, 16-36-401-031, 16-36-404-001, 16-36-404-002, 16-36-404-003, 16-36-404-004 and 16-36-404-005; and

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

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

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

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction of 2550 West 35th Street to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, as amended, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Tax Index Numbers 16-36-201-012, 16-36-201-020, 16-36-201-033, 16-36-201-036, 16-36-401-016, 16-36-401-017, 16-36-401-018, 16-36-401-031, 16-36-404-001, 16-36-404-002, 16-36-404-003, 16-36-404-004 and 16-36-404-005; 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.

PROPERTY AT 2725 WEST 47TH STREET AND 4759 SOUTH
FAIRFIELD AVENUE APPROVED FOR CLASS 6(b)
TAX INCENTIVE BENEFITS PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed resolution approving a Class 6(b) tax incentive classification for the property located at 2725 West 47th Street and 4759 South Fairfield Avenue pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

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

The following is said resolution as adopted:

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

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

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by

lawful resolution approve such real estate to be appropriate for incentives in the form of a real estate tax reduction; and

WHEREAS, Chicago Tube and Iron (the "Owner") of the property commonly known as 2725 West 47th Street and 4759 South Fairfield Avenue, Chicago, Illinois (hereinafter referred to as the "Subject Property"), will undertake new construction, installation and equipping of a new facility, the building will consist of a sixty-eight thousand (68,000) square foot single-story structure, with the expectation that the project and property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended; and

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

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

WHEREAS, The Subject Property will be utilized for industrial purposes in that Chicago Tube and Iron is engaged in the sale and distribution of mechanical tubing, pipe, valves, fittings, stainless, aluminum, boiler tubing, and polyethylene; and

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

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

WHEREAS, The Permanent Real Estate Tax Index Numbers for the Subject Property are 19-12-208-021-0000 and 19-12-201-020-0000, and as further described in attached Exhibit A; and

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

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

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

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction of 2725 West 47th Street and 4759 South Fairfield Avenue; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, as amended, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Tax Index Numbers 19-12-208-021-0000 and 19-12-201-020-0000, and as further described in attached Exhibit A; 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.

[Exhibit "A" referred to in this ordinance printed on
page 18823 of this Journal.]

PROPERTY AT 2300 WEST 47TH STREET APPROVED
FOR CLASS 6(b) TAX INCENTIVE BENEFITS
PURSUANT TO COOK COUNTY REAL
PROPERTY CLASSIFICATION
ORDINANCE.

The Committee of Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed resolution approving a Class 6(b) tax incentive classification for the property located at 2300 West 47th 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.

(Continued on page 18824)

Exhibit "A".

EXHIBIT

W. $\frac{1}{2}$ N.E. $\frac{1}{4}$ SEC. 12-38-13

38-13-12A

19-12

W. 1/2 N.E. 1/4 Sec
LAKE T

40 35

SUB. of the N. 1 ac. of the W. 1/2 of the
N.W. 1/4 of the N.W. 1/4 of the N.E. 1/4 in
Sec. 12-38-13. Rec. May 3, 1898 Dec. 2681843

"B"

COBE & MCKINNON'S SUB. of the S. 2 acs.
of the W. 1/2 of the N. W. 1/4 of the N. W. 1/4
of the N. E. 1/4 in Sec. 12-38-13.

Rec. Aug. 7, 1901 "C" Dec. 31 195743.
STOWE'S SUB. of the E. 1/2 of the E. 1/2 of
the N.W. 1/4 of the N.W. 1/4 of the N.E. 1/4
in Sec. 12-38-13. Rec. Aug. 15, 1885 Dec. 992526
"D"

'D'

WALTER KOSKI'S SUB. of (ex. the S. 100 ft. and ex. the E. 3 ft. of the N. 158 ft.) the W. 1/2 of the N.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of the N.E. 1/4 and the S. 100 ft. of the N.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of the N.E. 1/4 in Sec. 12-38-13.

Rec. May 18, 1914 "E" Dec. 5419171
B. HAJEK'S SUB. of the S. W. 1/4 of the N. E.
1/4 of the N. W. 1/4 of the N. E. 1/4 in Sec.
12-38-13. Rec. Mar. 10, 1911 Dec. 4720064
"F"

"F"

CLUNN'S SUB. of the E. 1/2 of the N.E. 1/4
of the N.W. 1/4 of the N.E. 1/4 in Sec. 12-
38-13. Rec. Feb. 14, 1891 Dec. 14 1935
"G"

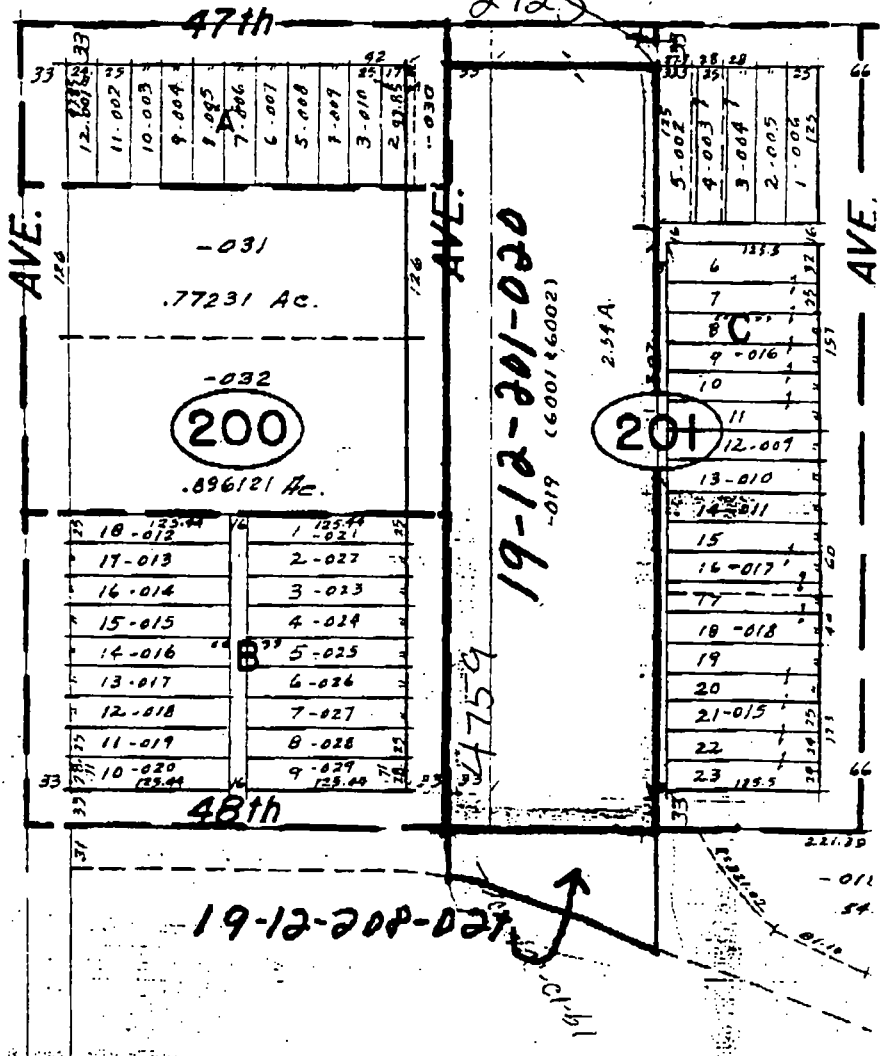
"G"

W. D. KERFOOT & CO.'S 51st ST. ADD.,
a sub. of the S.W. 1/4 (ex. the N. 133 ft.
thereof) of the N.E. 1/4 of Sec. 12-38-13.
Rec. April 10, 1915 "H" Dec. 5609315
SUB. of Bk. 5 of W. D. Kerfoot & Co.'s
51st St. Add. (see "G"). Rec. Oct. 14,
1915. Doc. 5730507.

”

RESUB. of Blk. 5 of W. D. Kerfoot & Co.'s
51st St. Add. (see "C").
Rec. Oct. 14, 1915 Dec. 5730597

Doc. 5730507



(Continued from page 18822)

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, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of March 16, 1992, to provide real estate tax incentives to property owners who build, rehabilitate, enhance and/or occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago, consistent with 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, The property referred to has been abandoned for more than two (2) years and requires demolition as well as remediation and substantial rehabilitation; and

WHEREAS, Wheatland Tube Company, having an agreement to purchase the property commonly known as 2300 West 47th Street, Chicago, Illinois

(hereinafter referred to as the "Subject Property"), intends to renovate and purchase a new manufacturing mill with the conversion of the Subject Property into warehousing space for raw materials and manufactured products in the expectation that the Subject Property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Subject Property will be occupied by Wheatland Tube Company, and used for manufacturing steel pipes, rigid conduits and related tubular products; and

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

WHEREAS, The execution of this new construction will retain one hundred twenty (120) full-time jobs and create twenty-five (25) to thirty (30) permanent full-time jobs; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the improvements to and utilization of said property will generate significant new revenue for the City in the form of real estate and other tax revenues; and

WHEREAS, The Permanent Real Estate Tax Index Numbers for the Subject Property are 20-06-302-013, 20-06-302-018, 20-06-302-020 and 20-06-302-026; now, therefore,

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

SECTION 1. The City of Chicago has determined that the incentive provided by the Class 6(b) tax incentive are both necessary and appropriate for the said development to occur on the Subject Property; and

SECTION 2. The City of Chicago, Illinois hereby supports and consents to the Class 6(b) classification of the Subject Property pursuant to the Cook County Real Property Classification Ordinance, as amended on March 16, 1992, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Tax Index Numbers 20-06-302-013, 20-06-302-018, 20-06-302-020 and 20-06-302-026; and

SECTION 3. The Clerk of the City of Chicago is authorized and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois; and

Be It Further Resolved, That this resolution shall be in effect immediately upon its passage and due publication, or as otherwise provided by law.

AUTHORIZATION TO CONDUCT PUBLIC HEARING FOR
CREATION OF SPECIAL SERVICE AREA NUMBER 16
AND LEVY OF SPECIAL ANNUAL SERVICES TAX.

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to create a new special service area to be designated Special Service Area Number 16 and to levy a tax for said service area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

Alderman Allen 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 200/27-5, et seq. (the "Act"); and

WHEREAS, The City Council of the City of Chicago finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 16 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") within the Area for the purposes set forth herein; that the Area is contiguous; that local development programming is critical to maintaining and promoting neighborhood revitalization and stability; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; 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. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the sum of one percent (1.00%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to commence in tax year 1996 and to be levied annually until and including tax year 2016. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The special services to be considered include recruitment of new businesses to the Area, rehabilitation activities, loan packaging services, landscaping, security, maintenance and beautification activities including, but not limited to the maintenance and lighting of certain public improvements in the form of pillars and pavilions to be erected in the Area, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote commercial and economic development (the "Special Services"). The Special Services

shall be in addition to services provided to and by the City of Chicago generally.

SECTION 3. Notice of the Hearing shall be published by the City Clerk at least once not less than fifteen (15) days prior to the Hearing in a newspaper of general circulation within the proposed Area. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the proposed Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event that taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 16.

Notice is hereby given that at _____ o'clock __.M. on the _____ day of _____, 1996, at the City Council Chambers, City Hall, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 16 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to commence in tax year 1996 and to be levied annually until and including tax year 2016. The purpose of creating the Area shall be to provide special services within the Area, which may include, but are not limited to, recruitment of new businesses to the Area, rehabilitation activities, loan packaging services, landscaping, security, maintenance and beautification activities including, but not limited to the maintenance and lighting of certain public improvements in the form of pillars and pavilions to be erected in the Area, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote commercial and economic development (the "Special Services").

At the hearing, there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the sum of one percent (1.00%) of the equalized assessed value of taxable property within the Area. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of the area bounded by Madison Street on the north, the John Fitzgerald Kennedy Expressway on the east, Congress Parkway on the south and Green Street on the west.

At the public hearing any interested person affected by the creation of the Area and the levy of the Services Tax at a rate not to exceed the sum of one percent (1.00%) of the equalized assessed value of taxable property within the Area, may file with the City Clerk of the City of Chicago written objections to and may be heard orally in respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By the order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this ____ day of _____, 1996.

City Clerk, City of Chicago
Cook County, Illinois

SECTION 5. This ordinance shall become effective from and after its passage.

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.**Special Service Area Legal Description.*

That part of the northwest quarter of Section 16 and part of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the intersection of the centerline of West Madison Street with the centerline of South Halsted Street; thence west, along said centerline of West Madison Street, to the northerly extension of the centerline of Block 1 in Duncan's Addition to Chicago, a subdivision of the east half of the northeast quarter of said Section 17; thence south, along the centerline of Block 1 in said Duncan's Addition to Chicago (and its northerly and southerly extensions) to the centerline of West Monroe Street; thence continuing south, along the centerline of Block 10 in said Duncan's Addition to Chicago (and its northerly and southerly extensions) to the centerline of West Adams Street; thence continuing south, along the centerline of Block 11 in said Duncan's Addition to Chicago (and its northerly extension) to the north line of the south half of Lot 14 in said Block 11; thence west, along the north line of the south half of said Lot 14 in said Block 11 (and its westerly extension) to the centerline of South Green Street; thence south, along said centerline of South Green Street, to the westerly extension of the north line of Lot 15 in Block 20 in said Duncan's Addition to Chicago; thence east along the north line of said Lot 15 in said Block 20 (and its westerly extension) to the west line of the east 10.5 feet of said Lot 15 in said Block 20; thence south, along the west line of the east 10.5 feet of said Lot 15 in said Block 20 to the south line of the north 10.00 feet of said Lot 15 in said Block 20; thence east, along the south line of the north 10.00 feet of said Lot 15 in said Block 20 to the east line of said Lot 15 in said Block 20, also being a point in the centerline of said Block 20; thence south, along said centerline of said Block 20 to the centerline of West Van Buren Street; thence continuing south, along the centerline of Block 21 in said Duncan's Addition to Chicago (and its northerly extension) to the northerly right-of-way line of the Dwight D. Eisenhower Expressway; thence easterly, along said northerly right-of-way line of the Dwight D. Eisenhower Expressway to a point on the south line of Lot 2 in Block 21 in said Duncan's Addition to Chicago, said point being 17.00 feet east of the southwest corner of said Lot 2; thence east, along the south line of said Lot 2 to the southeast corner thereof, said point being on the west right-of-way line of South Halsted Street; thence east to the southwest corner of Lot 17, in J. A. Yale's Subdivision of Block 5 of School Section Addition to Chicago of said Section 16, said point being on the east right-of-way line of South Halsted Street; thence east, along the south line of Lots 17 through 13, inclusive, in said J. A. Yale's Subdivision, to a point on the east line of the west 5.00 feet of Lot 13 in said J. A. Yale's

Subdivision; thence north, along said east line of the west 5.00 feet of Lot 13, to the south right-of-way line of West Van Buren Street; thence northerly, to a point on the northerly right-of-way line of West Van Buren Street, said point being on the west right-of-way line of the John F. Kennedy Expressway; thence northerly, along said west right-of-way line of West Monroe Street; thence east, along said north right-of-way line of the John F. Kennedy Expressway to the north right-of-way line of West Monroe Street, also being the south line of Lot 21 in the subdivision of Block 1 of School Section Addition to Chicago of Section 16, to the southeast corner of said Lot 21; thence north, along the east line of Lot 21 and Lot 1 in said subdivision of Block 1 of School Section Addition to Chicago of Section 16, to the centerline of West Madison Street; and thence west, along said centerline of West Madison Street, to the point of beginning, in Cook County Illinois.

AUTHORIZATION FOR ISSUANCE OF CHICAGO
O'HARE INTERNATIONAL AIRPORT
PASSENGER FACILITY CHARGE
REVENUE BONDS,
SERIES 1996.

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to issue Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series 1996, in an amount not to exceed \$250,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore -- 39.

Nays -- Aldermen Steele, Doherty, Shiller -- 3.

Alderman Allen 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") and is a home rule unit under Section 6(a) of Article VII of the Constitution; and

WHEREAS, The City has determined to authorize the issuance of its Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series 1996 (hereinafter referred to collectively as the "P.F.C. Bonds" and separately as a "P.F.C. Bond") in one or more series for the purpose of financing certain projects (as hereinafter defined) and certain other purposes as described herein; and

WHEREAS, The City has determined to issue the P.F.C. Bonds pursuant to a Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds (the "Master Indenture") and one or more Supplemental Trust Indentures Securing Chicago O'Hare International Airport Passenger Facility Revenue Bonds (each a "Supplemental Indenture") payable solely from P.F.C. revenues (as hereinafter defined); and

WHEREAS, The City proposes to issue and sell the P.F.C. Bonds in the manner hereinafter authorized in one or more series in an aggregate amount not to exceed Two Hundred Fifty Million Dollars (\$250,000,000) plus an amount equal to the amount of any original issue discount used in the marketing of the P.F.C. Bonds (not to exceed ten percent (10%) of the principal amount thereof); now, therefore,

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

SECTION 1. Findings and Determinations. The City hereby finds and determines as follows:

(a) that the projects to be financed by the City with the proceeds of the P.F.C. Bonds are necessary and essential to the efficient operation of the airports;

(b) that the City's ability to issue P.F.C. Bonds in one or more series without further action by this City Council, in various principal amounts and with various interest rates, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing for the projects upon the most favorable terms available; and

(c) that the delegations of authority that are contained in this ordinance, including the authority to make the specific determinations described in clause (b) above, are necessary and desirable because this City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to any executive officer of the City to determine to sell one or more series of P.F.C. Bonds as and to the extent such executive officer determines that such sale or sales is desirable and in the best financial interest of the City.

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

Section 1.2 Definitions.

Terms used in this ordinance and not otherwise defined herein shall have the meanings assigned in the attached form of the Master Indenture. In addition, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Bond" or "Bonds" means bonds which are authorized, authenticated and delivered under and pursuant to Article II of the Master Indenture and a Supplemental Indenture.

"Declaration of Intent" means that certain declaration of official intent of the City of Chicago executed by the Chief Financial Officer of the City on December 20, 1995.

"Executive Officer" means the Mayor of the City, the Chief Financial Officer of the City or such other person as the Mayor or the Chief Financial Officer shall designate in writing pursuant to Section 14 hereof to perform any function or duty required by any provisions of the master indenture or a supplemental indenture to be performed by an Executive Officer.

"First Supplemental Indenture" means the first supplemental trust indenture securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series 1996, from the City to the Trustee relating to the initial series of P.F.C. Bonds, in the form attached hereto as Exhibit B, together with such modifications and completions as may be approved by the Executive Officer of the City executing the first supplemental indenture.

"Master Indenture" means the master trust indenture securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, in the form attached hereto as Exhibit A, together with such modifications and completions as may be approved by the Executive Officer of the City executing the master indenture.

"P.F.C. Act" means the Aviation Safety and Capacity Expansion Act of 1990, Publ. L. 101-508, Title IX, Subtitle B §§ 9110 and 9111, recodified as 49 U.S.C. § 40117, as amended from time to time.

"P.F.C. Regulations" means Part 158 of the Federal Aviation Regulations (14 C.F.R. Part 158), as amended from time to time, and any other regulations issued with respect to the P.F.C. Act.

"Project" or "Projects" means any additions, betterments, extensions, other improvements of or related to the Airports or other costs incurred for any purpose at or related to the Airports from time to time, including, without limitation, the acquisition of land, which shall constitute an "approved project", as such term is defined in P.F.C. Regulations § 158.3.

"Recording Officer" means the City Clerk or Deputy City Clerk of the City.

"Supplemental Indenture" means a supplemental indenture authorizing a series of Bonds, substantially in the form of the First Supplemental Indenture.

SECTION 3. Authorization of P.F.C. Bonds.

(a) The P.F.C. Bonds are hereby authorized to be issued in an aggregate principal amount of not to exceed Two Hundred Fifty Million Dollars

(\$250,000,000), plus an amount equal to the amount of any original issue discount used in the marketing of the P.F.C. Bonds (not to exceed ten percent (10%) of the principal amount thereof) pursuant to the Master Indenture and the First Supplemental Indenture for the purposes specified in Section 4.

(b) The P.F.C. Bonds shall mature not later than January 1, 2027, and shall bear interest until paid as provided in the Master Indenture and the First Supplemental Indenture at a rate or rates not in excess of eight percent (8%) per annum, computed on the basis of a three hundred sixty (360) day year consisting twelve (12) thirty (30) day months.

(c) The P.F.C. Bonds shall be entitled "City of Chicago Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series 1996" and may be issued in one or more separate series, appropriately designated to indicate the order of their issuance. Each P.F.C. Bond shall be issued in fully registered form and in the denominations set forth in the First Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the Master Indenture and the First Supplemental Indenture.

(d) Subject to the limitations set forth in this section, authority is hereby delegated to any Executive Officer to determine the aggregate principal amount of P.F.C. Bonds to be issued, the date or dates thereof, the maturities thereof, any provisions for optional redemption thereof (which optional redemption shall be at Redemption Prices not exceeding one hundred three percent (103%) of the principal amount of the P.F.C. Bonds to be so redeemed), the schedule of Sinking Fund Payments to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a redemption price equal to the principal amount of each P.F.C. Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon or method for determining such rate or rates and the first interest payment date thereof.

SECTION 4. Purposes. Pursuant to Section 203 of the Master Indenture, the P.F.C. Bonds are to be issued for the following purposes, as determined by an Executive Officer at the time of the sale of the P.F.C. Bonds:

(a) the payment, or the reimbursement for the payment, of all or a portion of the Costs of the Projects;

(b) the deposit of moneys into a Construction Fund, Bond Fund, Debt Service Reserve Fund, Capitalized Interest Account and such other funds and accounts as are provided for in the Master Indenture and the First Supplemental Indenture; and

(c) the payment of the Costs of Issuance of the P.F.C. Bonds.

The proceeds of each series of P.F.C. Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a certificate of an Executive Officer of the City delivered in connection with the issuance of such series pursuant to the Master Indenture and the First Supplemental Indenture.

SECTION 5. Pledge of Revenues. The P.F.C. Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the P.F.C. Revenues and by other specified sources pledged under the Master Indenture and the First Supplemental Indenture, and shall be valid claims of the registered owners thereof only against the funds and assets and other money held by the Trustee with respect thereto and against such P.F.C. Revenues. The P.F.C. Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois. The Projects are not security for the P.F.C. Bonds and the P.F.C. Bonds are not secured by any other properties or improvements at or comprising the Airports or any other revenues (other than the P.F.C. Revenues) derived by the City from the operation of the Airports.

SECTION 6. Approval of Master Indenture. The form of Master Indenture attached hereto as Exhibit A is hereby approved in all respects. Any Executive Officer is hereby authorized to execute and deliver the Master Indenture in substantially the form of the Master Indenture attached hereto for and on behalf of the City, and any Recording Officer is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. The Master Indenture, as executed and delivered by the City, may contain such changes or revisions consistent with the purposes and intent of this ordinance as shall be approved by the Executive Officer executing the Master Indenture, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

SECTION 7. Approval of First Supplemental Indenture. The form of First Supplemental Indenture attached hereto as Exhibit B is hereby approved in all respects. Any Executive Officer of the City is hereby authorized, with respect to each series of P.F.C. Bonds, to execute and deliver a Supplemental Indenture in substantially the form of the First Supplemental Indenture attached hereto for and on behalf of the City, and Recording Officer is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. Each such Supplemental Indenture, as executed and delivered by the City, may contain such changes or revisions consistent with the purposes and intent of this ordinance as shall be approved by the Executive Officer executing the First Supplemental Indenture, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

SECTION 8. Funds and Accounts. The Funds and Accounts established under the Master Indenture and the First Supplemental Indenture are hereby approved in all respects by this City Council.

SECTION 9. Sale Of P.F.C. Bonds.

(a) Subject to the limitations contained in this ordinance, authority is hereby delegated to any Executive Officer of the City to sell the P.F.C. Bonds to Smith Barney, Inc., as representative of a group of underwriters to be designated by any such Executive Officer, pursuant to one or more contracts of purchase between the City and such underwriters; provided that the aggregate purchase price of the P.F.C. Bonds shall not be less than ninety-eight percent (98%) of the aggregate principal amount thereof to be issued, less any original issue discount which may be used in the marketing thereof, plus accrued interest thereon from their date to the date of delivery thereof and payment therefor.

(b) Any Executive Officer, with the concurrence of the Chairman of the Committee on Finance of the City Council, is hereby authorized and directed to execute and deliver one or more contracts of purchase in substantially the form of the contracts of purchase used in connection with the previous sales of airport revenue bonds by the City, together with such changes and revisions consistent with the purposes and intent of this ordinance as shall be approved by such Executive Officer, subject to the limitations contained in this ordinance, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such changes and modifications.

(c) To evidence the exercise of the authority delegated to any Executive Officer of the City by this ordinance, such Executive Officer is hereby directed to execute and file with the City Clerk in connection with the sale of the P.F.C. Bonds a certificate setting forth the determinations made pursuant to the authority granted herein, which certificate shall constitute conclusive evidence of the proper exercise by such Executive Officer of such authority. Contemporaneously with the filing of such certificate, such Executive Officer shall also file with the City Clerk one copy of each official statement and executed contract of purchase in connection with the P.F.C. Bonds. Each filing shall be made as soon as practicable subsequent to the execution of the contract of purchase. The City Clerk shall direct copies of such filings to the City Council.

(d) Any Executive Officer of the City is hereby authorized to cause to be prepared the form of preliminary official statement describing the P.F.C. Bonds. The preliminary official statement shall be in substantially the form of the official statements used in connection with previous sales of airport revenue bonds by the City, together with such changes and revisions as shall be approved by any Executive Officer of the City. The distribution of the preliminary official statement to prospective purchasers and the use thereof by the underwriters in connection with the offering of the P.F.C. Bonds are hereby authorized and approved. Any Executive Officer of the City is hereby

authorized to permit the distribution of the final official statement, in substantially the form of said preliminary official statement, with such changes, omissions, insertions and revisions thereto and completions thereof as such Executive Officer shall deem advisable, and any Executive Officer of the City is authorized to execute and deliver such final official statement to the underwriters in the name and on behalf of the City, the execution of such final official statement to constitute conclusive evidence of this City Council's approval of such changes and completions.

(e) If determined by any Executive Officer of the City to be in the best financial interest of the City, such Executive Officer is authorized to procure one or more municipal bond insurance policies or other Credit Facility covering all or a portion of the P.F.C. Bonds and to procure one or more debt service reserve fund surety bonds or other similar facilities for deposit into the Debt Service Reserve Fund established under the Master Indenture and the First Supplemental Indenture. Any Executive Officer is hereby authorized to make any covenants and execute and deliver any documents or agreements, including a Reimbursement Agreement, to any provider of a Credit Facility as are consistent with this ordinance.

(f) The P.F.C. Bonds may be issued in either certificated or book-entry form as determined by an Executive Officer. In connection with the issuance of any P.F.C. Bonds issued in book-entry form, an Executive Officer is authorized to select the book-entry depository and to execute and deliver a representation letter to the book-entry depository.

(g) Any Executive Officer is hereby authorized to execute and deliver a continuing disclosure undertaking (the "Continuing Disclosure Undertaking"), in substantially the form of the undertakings used in connection with previous sales of revenue bonds by the City, evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 in a form approved by the Corporation Counsel of the City. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking shall be binding upon the City. The officers, employees and agents of the City are hereby authorized 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 Continuing Disclosure Undertaking as executed. Any Executive Officer is hereby further authorized to amend the Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as such Executive Officer shall deem necessary. Notwithstanding any other provision of this ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any P.F.C. Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

SECTION 10. Execution and Delivery of P.F.C. Bonds. Pursuant to the Master Indenture, any Executive Officer of the City shall execute the P.F.C. Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the P.F.C. Bonds and they shall be attested by the manual or facsimile signature of the Recording Officer. The P.F.C. Bonds shall, upon such execution on behalf of the City, be delivered to the Trustee for authentication and thereupon shall be authenticated by the Trustee and shall be delivered pursuant to written order of an Executive Officer of the City authorizing the delivery of the P.F.C. Bonds to or upon the order of the underwriters pursuant to the contract of purchase.

SECTION 11. Tax Directives. The City covenants in Section 709 of the Master Indenture: (a) not to take any action, or omit to take any action which would cause interest on the P.F.C. Bonds to become includable in the gross income of the holders of the P.F.C. Bonds for federal income tax purposes, other than a holder who is a "substantial user" or "related person" within the meaning of such terms as defined in the Code and (b) not to take any action, or omit to take any action which, with respect to the investment of the proceeds of the P.F.C. Bonds or with respect to P.F.C. Revenues, would cause the P.F.C. Bonds to constitute "arbitrage bonds" within the meaning of such term as defined in the Code. The City further covenants in the Master Indenture and the First Supplemental Indenture to execute and deliver a tax agreement containing such representations and covenants as may be deemed necessary by bond counsel to insure compliance with the tax covenants contained in Section 709 of the Master Indenture and in the First Supplemental Indenture. Any Executive Officer of the City is authorized to execute and deliver a tax agreement between the City and the Trustee pursuant to the Master Indenture and the First Supplemental Indenture with respect to the P.F.C. Bonds.

SECTION 12. Public Hearing. The Chairman of the Committee on Finance of the City Council has caused the publication of notice for and has held the public hearing required under Section 147(f) of the Code in connection with the proposed issuance of the P.F.C. Bonds. The City Council hereby directs that no P.F.C. Bonds shall be issued unless and until the requirements of said Section 147(f), including particularly the approval requirement following such public hearing, have been fully satisfied and that no contract, agreement or commitment to issue P.F.C. Bonds shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(f) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. All such actions taken prior to the enactment of this ordinance are hereby ratified and confirmed.

SECTION 13. Performance Provisions. This ordinance is adopted pursuant to the powers of the City as a home rule unit under Article VII, Section 6(a) of the Constitution. Any Executive Officer and any Recording Officer for and on behalf of the City shall be, and each of them hereby is,

authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance, the Master Indenture and the First Supplemental Indenture and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance, the Master Indenture and the First Supplemental Indenture, including but not limited to, the exercise following the delivery date of any of the P.F.C. Bonds of any power or authority delegated to such official of the City under this ordinance with respect to the P.F.C. Bonds upon initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. Any Executive Officer, any Recording Officer and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance, the Master Indenture and the First Supplemental Indenture or to evidence said authority.

In addition, the Commissioner of the Department of Aviation and other officers, agents and employees of the City are hereby authorized to prepare, execute and deliver, in a form acceptable to the Chief Financial Officer and Corporation Counsel, such agreements, applications, reports, assurances and other documents and take such other actions, all or any of which as may be required or desirable in connection with the implementation of the Projects, including any such agreements, applications, reports, assurances, other documents and actions made or taken in connection with a project which is included in a P.F.C. application pending with the Federal Aviation Administration prior to such project becoming a Project. Until such time as the residential sound insulation program becomes a Project, the use of Airport revenues as may be available in an amount not to exceed \$7,500,000 is hereby authorized to fund the residential sound insulation program, and, upon the residential sound insulation program becoming a Project, such Airport revenues shall be reimbursed using P.F.C. Revenues or proceeds of P.F.C. Bonds.

SECTION 14. Proxies. Any Executive Officer may designate another to act as his or her respective proxy and to affix his or her respective signature to each P.F.C. Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by an Executive Officer pursuant to this ordinance and the Master Indenture. In each case, each such Executive Officer shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person who shall be authorized to sign as proxy for such Executive Officer. A written signature of such Executive Officer, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When

the signature of the Chief Financial Officer is affixed to an instrument, certificate or document at the direction of the Chief Financial Officer, the same, in all respects, shall be binding on the City as if signed by the Chief Financial Officer in person.

SECTION 15. Interest Rate Agreement. Any Executive Officer is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by such Executive Officer, the purpose of which is to reduce the City's interest cost with respect to the P.F.C. Bonds, or to reduce the City's exposure to fluctuations in the interest rate or rates payable on the P.F.C. Bonds or to insure, protect or preserve its investments from any loss (including, without limitation, loss caused by fluctuations in interest rates, markets or in securities). The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of the P.F.C. Bonds issued hereunder (net of offsetting transactions entered into by the City). Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency -- Single Jurisdiction version or the Multicurrency-Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swap Dealers Association (the "I.S.D.A.") or any successor form to either be published by the I.S.D.A., and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by an Executive Officer of the City executing the same, his or her execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications thereof. Amounts under such agreements shall not constitute an indebtedness of the City for which its full faith and credit is pledged. Nothing contained in this Section 15 shall limit or restrict the authority of any Executive Officer to enter into similar agreements pursuant to prior or subsequent authorization of this City Council.

SECTION 16. Bond Contract. The provisions of this ordinance shall constitute a contract between the City and the registered owners of the P.F.C. Bonds. Any pledge made in this ordinance, the Master Indenture and the First Supplemental Indenture and the provisions, covenants and agreements set forth in this ordinance, the Master Indenture and the First Supplemental Indenture to be performed by or on behalf of the City shall be for the equal benefit, protection and security of such registered owners except as expressly provided in this ordinance, the Master Indenture or the First Supplemental Indenture.

SECTION 17. Authorization of Agreement with Airlines. The Commissioner of the Department of Aviation is hereby authorized to enter into agreements with, or to execute and deliver letters to, one or more airlines, or to one or more representatives of airlines, relating to the use of P.F.C. Revenues for the payment of debt service on Chicago O'Hare International Airport General Airport Revenue Bonds, Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds or Chicago O'Hare International Terminal Special Revenue Bonds.

SECTION 18. Affirmation of Declaration of Intent. The Declaration of Intent and all actions taken by or on behalf of the City with respect thereto are hereby ratified and affirmed.

SECTION 19. Changes to Master Indenture and First Supplemental Indenture. Pursuant to Sections 6 and 7 of this ordinance, any Executive Officer may approve changes or revisions to the Master Indenture or the First Supplemental Indenture consistent with the purposes of this ordinance. This City Council hereby finds and determines that changes and revisions required by any Rating Agency as a condition to issuing a rating on the P.F.C. Bonds or by any Credit Provider as a condition to providing a Credit Facility with respect to the P.F.C. Bonds shall be deemed to be consistent with the purposes of this ordinance.

SECTION 20. Severability. It is the intention of this City Council that, if any article, section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such article, section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 21. Prior Inconsistent Ordinances. If any provision of this ordinance is in conflict with or inconsistent with any ordinance or resolution or parts of any ordinance or resolution or proceedings of the City in effect as of the date hereof, the provisions of this ordinance shall supersede any conflicting or inconsistent provision to the extent of such conflict or inconsistency.

SECTION 22. Effective Date. This ordinance shall take effect immediately upon its enactment.

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

Exhibit "A".

City Of Chicago

To

[Trustee],

As Trustee

Master Trust Indenture

Securing

Chicago O'Hare International Airport

Passenger Facility Charge Revenue Bonds

Dated As Of _____ 1, 1996.

This Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds (this "Indenture") is dated as of _____ 1, 1996, and is from the City of Chicago (the "City"), a home rule unit, duly organized and validly existing under the Constitution and laws of the State of Illinois, to [Trustee], as Trustee (the "Trustee"), a _____ banking association duly organized, validly existing and duly authorized to accept and execute trusts of the character herein set forth under the laws of the _____, with its principal corporate trust office located at _____, Chicago, Illinois _____.

Recitals.

Whereas, The City is a home rule unit of local government, duly organized and validly existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and is authorized to own and operate commercial and general aviation facilities; and

Whereas, The City has heretofore determined to improve and expand the airports (as defined below) and to pay certain costs related thereto through

the issuance of bonds (as defined below) from time to time, in one or more series (as defined below), pursuant to the terms and provisions of this Indenture and one or more supplemental indentures (as defined below), payable solely from P.F.C. revenues (as defined below); and

Whereas, The execution and delivery of this Indenture has been, and prior to the issuance from time to time of each series of bonds, the execution and delivery of the related supplemental indenture and the issuance of such series will be, duly and validly authorized by the City;

Now, Therefore, This Master Indenture Of Trust Witnesseth:

That the City in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the purchasers thereof, One Dollar duly paid to the City by the Trustee at or before the execution and delivery of these presents and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all bonds outstanding from time to time, according to their tenor and effect, and to secure the observance and performance by the City of all the covenants expressed or implied herein and in the bonds, does hereby pledge and assign unto the Trustee, and unto its successors and assigns forever the following properties, rights and privileges (collectively, the "Trust Estate"):

Granting Clause First.

The P.F.C. revenues (whether held by the City or a fiduciary), such pledge constituting an irrevocable pledge of and lien on the P.F.C. revenues;

Granting Clause Second.

All moneys on deposit in the funds and accounts maintained under this Indenture and any supplemental indenture, other than the subordinated bond fund and the rebate fund and any other funds or accounts excluded pursuant to the provisions of a supplemental indenture, to the extent provided herein and to be provided therein, such pledge constituting an irrevocable pledge of and lien on such moneys (all as defined below); and

Granting Clause Third.

Any and all other property of any nature from time to time hereafter by delivery or by writing of any kind granted, pledged or assigned as and for additional security hereunder, by the City or by anyone acting on its behalf with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any time and at all times and to hold and apply the same subject to the terms hereof;

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

In Trust Nevertheless, Upon the terms and trusts herein set forth, for the equal and proportionate benefit, security and protection of all present and future owners of the bonds from time to time issued under and secured by this Indenture and one or more supplemental indentures, without privilege, priority or distinction as to the lien or otherwise of any of the bonds over any other of the bonds, except as provided herein or in any supplemental indenture;

Provided, However, That if the City, its successors or permitted assigns, shall well and truly pay or cause to be paid the principal of all the bonds and the interest and premium, if any, due or to become due thereon, at the times and in the manner mentioned in the bonds, according to the intent and meaning thereof, or shall provide, as permitted by Article XI hereof, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due in accordance with the terms and provisions hereof to the extent provided herein, then this Indenture and the rights hereby granted shall cease, determine and be void, except as otherwise provided in any Supplemental Indenture; otherwise this Indenture shall be and remain in full force and effect;

This Trust Indenture Further Witnesseth, And it is expressly declared, that all bonds issued and secured hereunder and under any supplemental indenture and the P.F.C. revenues hereby granted, assigned and pledged are to be treated and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time of the bonds, as follows:

Article I.

Definitions And Other Provisions Of General Application.

Section 101. Interpretation.

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

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

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

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

Section 102. Definitions.

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

"Accounts" means the accounts created and established within the funds pursuant to Article IV and Article V hereof or the accounts established in a supplemental indenture pursuant to Section 508 hereof.

"Administrative Expenses" means all fees and charges relating to the administration of this Indenture and the supplemental indentures, including without limitation, fees, premiums, charges, interest amounts and expenses of the Trustee, any remarketing agent, any tender agent, any paying agent, any credit provider, rating agencies, accountants and auditors and counsel, but only to the extent the same constitute "costs of the projects".

"Airports" means O'Hare, Chicago Midway Airport, Merrill C. Meigs Field and Gary Regional Airport, as they may from time to time be developed, improved, expanded or modified.

"Annual Debt Service" means, with respect to a particular bond year, an amount of money equal to the sum of (i) all interest payable during such bond year and (ii) all principal installments payable during such bond

year, with respect to all bonds outstanding at any time during such bond year.

"Authorized City Representative" means the chief financial officer of the City or such other person or persons, who, at the time, shall have been designated to act on behalf of the City by a written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the City by its executive officer. Such certificate may designate an alternate or alternates.

"Authorized Denominations" means Five Thousand Dollars (\$5,000) or any integral multiple thereof or such other amounts as may be specified in a supplemental indenture.

"Bond" or "Bonds" means bonds which are authorized, authenticated and delivered under and pursuant to Article II hereof and a supplemental indenture. The term "Bonds" does not include subordinated bonds.

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

"Bond Fund" means the bond fund created by Section 501 hereof.

"Bond Purchase Agreement" means the contract of purchase with respect to a series of Bonds, between the City and the purchasers thereof pertaining to the sale of such series of Bonds.

"Bond Registrar" means the Trustee, as the keeper of the bond registration books pursuant to Section 307 hereof.

"Bond Year" means a twelve (12) month period commencing on _____ 2 of each calendar year and ending on _____ 1 of the next succeeding calendar year.

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

"Book-Entry Depository" means an institution designated by the City in a supplemental indenture to act as depository in connection with a book-entry system established for the applicable series of Bonds in that supplemental indenture as provided in Section 913 of this Indenture.

"Business Day" means any day other than (i) a Saturday or Sunday; (ii) a day on which commercial banks located in New York, New York, or the city in which the principal corporate trust office of the Trustee is located are required or authorized by law or executive order to close or remain

closed; or (iii) a day on which the New York Stock Exchange is closed; or as may be otherwise defined in a supplemental indenture.

"Capital Fund" means the City's capital fund created by Section 501 hereof.

"Capitalized Interest" means any amount, other than accrued interest, included in the proceeds of any series for the payment of interest on Bonds, but only to the extent the same constitute "costs of the projects".

"Chief Financial Officer" means the chief financial officer of the City appointed by the Mayor or, in the event no person is at the time so appointed, the Comptroller of the City.

"City" means the City of Chicago, Illinois.

"City Clerk" means the City Clerk of the City.

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

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

"Completion Date" means the date of completion of any project to the extent provided for in a supplemental indenture.

"Construction Fund" means the construction fund created by Section 401 hereof.

"Consulting Engineer" means a registered or licensed engineer or engineers, or firm or firms of engineers, with expertise in the field of designing, preparing plans and specifications for, supervising the construction, improvement and expansion of, and supervising the maintenance of, airports and aviation facilities, entitled to practice and practicing as such under the laws of the State, who, in the case of any individual, shall not be a director, officer or employee of the City.

"Cost of the Project" or "Costs of the Projects" means all or any part designated by the City of the cost of the projects, or interest in the improvements being acquired, which cost, at the option of the City, except as limited by law, may include all or any part of the incidental costs relating to the projects, including, without limitation, the following costs and expenses if incurred on or after November 5, 1990 and to the extent each such cost or expense otherwise constitutes an "allowable cost" as such term is defined in the P.F.C. Regulations § 158.3:

(a) obligations incurred for labor and to contractors, builders, and materialmen in connection with the construction, installation and acquisition of the projects or any part thereof, and obligations incurred for the installation and acquisition of machinery and equipment;

(b) payment to owners and others for real property including payments for options, easements or other contractual rights;

(c) all expenses incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of eminent domain, and including the cost of title searches and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;

(d) the amount of any damages incident to or consequent upon the construction, installation and acquisition of the projects;

(e) the cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Trustee during construction, installation and acquisition of projects, and premiums on insurance, if any, in connection with such projects during construction, installation and acquisition, including builders' risk insurance;

(f) the cost of engineering and architectural services which includes borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to the development of contract documents and supervising construction, as well as for the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of such projects or the issuance of Bonds therefor;

(g) costs of issuance and Administrative Expenses;

(h) any cost properly chargeable to such projects prior to and during construction, installation and acquisition;

(i) the cost of restoring, repairing and placing in its original condition, as nearly as practicable, all public or private property damaged or destroyed in the construction of such projects and the cost thereof, or the amount required to be paid by the City as adequate compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of property made necessary or caused by the construction and installation of such projects and the cost thereof;

(j) any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of projects and the cost thereof;

(k) rebates or other similar payments due the United States of America under Section 148 of the Code with respect to the Bonds; and

(l) all other items of cost and expense not elsewhere in this Section specified, incident to the construction, installation and acquisition of projects and the financing thereof, including the payment of interest on Bonds from amounts in any Capitalized Interest Account.

"Costs of Issuance" means any item of expense payable or reimbursable, directly or indirectly, by the City and related to the authorization, offering, sale, issuance and delivery of Bonds of any series, including without limitation, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and disbursements, fees and disbursements of any independent accountant and Consulting Engineer, fees and disbursements of other consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, application fees, premiums and charges on a credit facility and costs and expenses relating to the refunding of any bonds or other obligations of the issuer issued in connection with the Airports, but only to the extent the same constitute "Costs of the Projects".

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

"Credit Facility" means, with respect to a series of Bonds, the irrevocable letter of credit, line of credit, bond insurance, surety or other form of credit enhancement and/or liquidity support, if any, including any alternate or replacement Credit Facility, for such series of Bonds, specified in the supplemental indenture providing for the issuance of such series of Bonds and delivered in accordance with the provisions of such supplemental indenture.

"Credit Provider" means, with respect to a series of Bonds, the provider of a Credit Facility, if any, for such series of Bonds, specified in the supplemental indenture providing for the issuance of such series of Bonds.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund created by Section 501 hereof.

"Event of Default" or "event of default" means an occurrence of an event as specified in and defined by Section 801 hereof.

"Executive Officer" means the Mayor of the City, the Chief Financial Officer of the City, or such other person as the Mayor or the Chief Financial Officer shall designate in writing to perform any function or duty required by any provisions of this Indenture or a supplemental indenture to be performed by the Executive Officer.

"Fiduciary" means the Trustee, any paying agent or any tender agent or any or all of them, as may be appropriate.

"Fixed Rate" means one or more nonfloating, nonvariable interest rates which apply to a series of Bonds as specified in accordance with Section 206(d)(iv) hereof and any applicable supplemental indenture.

"Funds" means the funds created and established pursuant to Article IV and Article V hereof.

"General Airport Revenue Bond Ordinance" means the 1983 Chicago O'Hare International Airport General Airport Revenue Bond Ordinance, as adopted by the City Council and as amended or supplemented from time to time in accordance with its terms.

"Governmental Obligations" means (a) any bonds or other obligations of the United States of America that as to principal and interest constitute direct obligations of the United States of America or the full and timely payment of which are unconditionally guaranteed by the United States of America, which are noncallable and that at the time of investment are legal investments under the laws of the State of Illinois for the moneys proposed to be invested therein or (b) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in clause (a) of this definition.

"Indenture" means this master trust indenture, as supplemented or amended pursuant to the terms hereof.

"Independent Accountant" means a certified public accountant selected by the Executive Officer of the City and licensed to practice in the state, and who (a) in the case of an individual, shall not be a director, officer or employee of the City and (b) may be the accountant that regularly audits the books of the City or any of the Airports.

"International Terminal Indenture" means the master trust indenture securing Chicago O'Hare International Airport International Terminal Special Revenue Bonds dated as of March 1, 1990, as supplemented and amended, between the City and First Trust N.A., St. Paul, Minnesota, as successor to Continental Bank, National Association, as trustee.

"Investment Securities" means, except as otherwise provided in a supplemental indenture, any of the following obligations or securities:

a. Bonds, notes and short-term obligations of the United States of America, its agencies and instrumentalities.

b. Bonds, notes and short-term obligations of states of the United States of America, their agencies and their subdivisions.

c. Bonds, notes and short-term obligations of United States municipalities of the states of the United States of America, their agencies and their subdivisions.

d. Bonds, notes and short-term obligations of corporations that are rated "A", or equivalent rating designation, or better by a rating agency.

e. Mortgage pass-through-certificates rated "A", or equivalent rating designation, or better by a rating agency.

f. Asset-backed securities rated "A", or equivalent rating designation, or better by a rating agency.

g. Commercial paper, loan participations or other promissory notes which have a rating of "A-1" or "P-1", or equivalent rating designation, or better by a rating agency.

h. Domestic and Eurodollar certificates of deposit, time deposits, bankers acceptance, commercial paper, bearer deposit notes, loan participations and other promissory notes issued by United States bank holding companies and their bank subsidiaries, including the Trustee, whose most recently published financial statements reflect net assets of One Billion Dollars (\$1,000,000,000) or more, and their overseas branches, agencies and subsidiaries, possessing a credit quality rating of "C" or better as assigned by Keefe Bankwatch or a similar high quality rating assigned by a rating agency.

i. Yankee and Eurodollar certificates of deposit, time deposits, bankers acceptances, commercial paper, loan participations and other promissory notes issued by foreign banks whose most recently published financial statements reflect net assets of One Billion Dollars (\$1,000,000,000) or more, and their overseas branches, agencies and subsidiaries. Foreign bank issuers must possess a credit quality rating of "C" or better as assigned by Keefe Bankwatch or a similar high quality rating assigned by a rating agency.

j. Repurchase agreements with financial institutions secured by any combination of items (a) through (i) or subset thereof, provided that the collateral equals at least one hundred three percent (103%) of the market value of the loaned securities.

k. Auction rate, money market preferred stock or the equivalent dutch-auction preferred stock, rated "A", or equivalent rating designation, or better by a rating agency.

1. Nationally recognized institutional mutual funds whose investment guidelines in principle adhere to items (a) through (j) or subset thereof.

"Maximum Annual Debt Service" means as of any computation date the maximum pro forma annual debt service in any future Bond Year.

"O'Hare" means Chicago O'Hare International Airport.

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

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

(b) Bonds which are deemed to have been paid in accordance with Article XI hereof; and

(c) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article III hereof.

"Paying Agent" means any bank or trust company designated as a paying agent for a series and its successors hereafter appointed in accordance with Section 909 hereof.

"Payment Date" or "payment date" means, as to a payment of principal on any series of Bonds, any _____ 1 on which date a principal installment on such series of Bonds is payable in accordance with the terms of such series of Bonds and the terms of this Indenture and the supplemental indenture authorizing such series of Bonds; as to payment of interest on any series of Bonds, any date on which interest on such series of Bonds is payable as set forth in a supplemental indenture authorizing such series of Bonds; as to the payment of the principal of, premium, if any, and interest on any series of Bonds upon the redemption of such series of Bonds, any date for redemption specified in the supplemental indenture authorizing such series of Bonds and, in the case of acceleration of the maturity date of the Bonds, the date of such acceleration pursuant to this Indenture.

"P.F.C. Act" means the Aviation Safety and Capacity Expansion Act of 1990, Pub. L. 101-508, Title IX, Subtitle B, §§ 9110 and 9111, recodified as 49 U.S.C. §40117, as amended from time to time.

"P.F.C. Approvals" means the Records of Decision dated June 28, 1993, September 16, 1994, June 29, 1995, October 2, 1995, _____, 1996

and _____, 1996, of the Federal Aviation Administration, (including amendments dated March 28, 1995 and July 7, 1995) and any future Record of Decision (and amendments) relating to P.F.C. Revenues.

"P.F.C. Regulations" means Part 158 of the Federal Aviation Regulations (14 C.F.R. Part 158), as amended from time to time, and any other regulation issued with respect to the P.F.C. Act.

"P.F.C. Revenue Fund" means the City's P.F.C. Revenue Fund created by Section 501 hereof.

"P.F.C. Revenues" means all income and revenue received by the City from the passenger facility charges imposed by the City at O'Hare pursuant to the P.F.C. Act, the P.F.C. Regulations and Ordinance No. _____ adopted on January 12, 1993, including any interest earned after such charges have been remitted to the City as provided in the P.F.C. Regulations, all of which may be pledged to the Bonds and the subordinated bonds pursuant to the P.F.C. Act and P.F.C. Regulations §158.13. P.F.C. Revenues means all or a portion of the P.F.C. Revenues. P.F.C. Revenues shall not include passenger facility charges at any airport other than O'Hare.

"Plan of Finance" means the Plan of Finance attached hereto as (Sub)Exhibit D, as amended pursuant to Section 715 of this Indenture.

"Plan of Finance Compliance Certificate" means the Plan of Finance Compliance Certificate attached hereto as (Sub)Exhibit E.

"Principal Installment" means, as of any particular date of computation, with respect to a particular payment date and with respect to Bonds of a particular series, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Bonds, of such series which mature on such payment date, reduced by the aggregate principal amount of such Outstanding Bonds which would be retired by reason of the payment when due and application in accordance with this Indenture and any supplemental indenture of any sinking fund payments payable before such payment date for the retirement of such Outstanding Bonds, plus (b) the amount of any sinking fund payments payable on such date of payment for the retirement of any Outstanding Bonds of such series which mature on any later date. Such payment date shall, for all purposes hereof, be deemed to be the date which such Principal Installment is payable and the date of such Principal Installment.

"Pro Forma Annual Debt Service" means, with respect to a particular Bond Year, an amount of money equal to the sum of (a) all interest payable during such Bond Year on all Bonds Outstanding on the date of computation, which shall be calculated (i) with respect to any series of Bonds which bear interest at a Fixed Rate at an assumed interest rate equal to the interest rate in effect, or expected to be in effect, on the date of original issuance of such series and (ii) with respect to any series of Bonds which bear interest at a variable rate, at the greater of (A) the interest rate in effect, or expected to be in effect, on the date of original issuance of such series and (B) the average rate of interest of such series of Bonds bearing interest at a variable rate during the immediately prior Bond Year, or, if such rate is not available, the average rate of interest on comparable variable rate securities during the immediately prior Bond Year, and (b) all Principal Installments payable during such Bond Year with respect to all Bonds Outstanding on such date of computation, all calculated on the assumption that Bonds will cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with this Indenture and any supplemental indenture of Principal Installments payable after such date of computation. If any provision of this Indenture specifically states that Pro Forma Annual Debt Service must be computed as to include subordinated bonds, references to "Bonds" above shall, for this purpose only, include subordinated bonds; otherwise, the term "Bonds" in this definition shall not include subordinated bonds.

"Project" or "Projects" means any additions, betterments, extensions, other improvements of or related to the Airports or other costs incurred for any purpose at or related to the Airports from time to time, including, without limitation, the acquisition of land, which shall constitute an "approved project", as such term is defined in P.F.C. Regulations § 158.3.

"Rating Agency" means any of Moody's Investors Service, Standard & Poor's Ratings Services, Fitch Investors Service or any other nationally recognized rating agency and their successors and assigns.

"Rebate Fund" means the Rebate Fund created by Section 501 hereof.

"Rebate Date" means, with respect to a particular series of Bonds which bear interest at the Fixed Rate, fifteen (15) days (whether or not a Business Day) preceding a Payment Date and, with respect to a particular series of Bonds which bear interest at the variable rate, the day or days (whether or not a Business Day or Business Days) so specified in a supplemental indenture.

"Recording Officer" means the City Clerk or Deputy City Clerk of the City.

"Redemption Price" means with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond and the supplemental indenture under which such Bond was issued.

"Refunding Bonds" means Bonds of any series, authenticated and delivered for the purpose of the refunding of Bonds of any series or subordinated bonds and all refunding bonds thereafter authenticated and delivered in lieu of or in substitution for such Refunding Bonds pursuant to this Indenture and a supplemental indenture..

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

"Reimbursement Agreement" means, with respect to a series of Bonds, any agreement or agreements in each case between a Credit Provider or Credit Providers and the City under or pursuant to which a Credit Facility for such series of Bonds is provided, and any agreement that replaces such original agreement that sets forth the obligations of the City to such Credit Provider or Credit Providers and the obligations of such Credit Provider or Credit Providers to the City.

"Remarketing Agent" means, with respect to a series of Bonds, the remarketing agent or agents at the time serving as such under any remarketing agreement and designated in a supplemental indenture as such Remarketing Agent with respect to such series of Bonds for purposes of the Indenture.

"Remarketing Agreement" means, with respect to a series of Bonds, the remarketing agreement, if any, between the City and the Remarketing Agent as from time to time amended and supplemented, or if such remarketing agreement shall be terminated, then such other agreement which may from time to time be entered into with any Remarketing Agent with respect to the remarketing of such series of Bonds.

"Series" means all of the Bonds authenticated and delivered on original issuance pursuant to a supplemental indenture and designated as a series therein.

"Series Capitalized Interest Accounts" means the series capitalized interest accounts in the Construction Fund which may be created pursuant to Section 402 hereof.

"Series Construction Accounts" means the series construction accounts in the Construction Fund created pursuant to Section 402 hereof.

"Series Costs of Issuance Accounts" means the series costs of issuance accounts in the Construction Fund created pursuant to Section 402 hereof.

"Series Credit Facility Accounts" means the series credit facility accounts in the Bond Fund which may be created pursuant to Section 504 hereof.

"Series Debt Service Reserve Accounts" means the series debt service reserve accounts in the Debt Service Reserve Fund which may be created pursuant to Section 504 hereof.

"Series Debt Service Reserve Fund Requirement" means with respect to a Series of Bonds, such amount, if any, required pursuant to the applicable supplemental indenture to be deposited and maintained in the Series Debt Service Reserve Account established thereunder; in either case, such amount to be determined by reference to the cost of the investments held therein, unless any applicable supplemental indenture shall otherwise specify.

"Series Interest Accounts" means the series interest accounts in the Bond Fund created pursuant to Section 504 hereof.

"Series Principal Accounts" means the series principal accounts in the Bond Fund created pursuant to Section 504 hereof.

"Series Rebate Accounts" means the series rebate accounts in the Rebate Fund created pursuant to Section 504 hereof.

"Series Redemption Accounts" means the Series Redemption Accounts in the Bond Fund created pursuant to Section 504 hereof.

"Series Subordinated Bond Accounts" means the Series Subordinated Bond Accounts in the Subordinated Bond Fund created pursuant to Section 504 hereof.

"Sinking Fund Payment" means, as of any particular date of determination and with respect to Outstanding Bonds of any Series, the amount of principal of Bonds required by a supplemental indenture to be paid by the City for the redemption of Bonds of such Series on a certain scheduled single future date, but does not include any amount payable by the City by reason of the maturity of a Bond.

"State" means the State of Illinois.

"Subordinated Bond" or "Subordinated Bonds" means any bonds, notes or evidences of indebtedness other than Bonds, issued by the City as permitted by Section 706 hereof.

"Subordinated Bond Fund" means the subordinated bond fund created by Section 501 hereof.

"Subordinated Bond Indenture" means a trust indenture under which Subordinated Bonds are issued.

"Supplemental Indenture" means any supplemental indenture of the City authorized pursuant to Article X hereof.

"Tax Agreement" means, with respect to each Series of Bonds, any tax exemption certificate and agreement between the City and the Trustee with respect to such Series of Bonds, or any similar agreement or certificate setting forth various tax or arbitrage related representations and/or covenants.

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

"Trustee" means [Trustee], any successor trustee serving as such pursuant to Section 907 or Section 908 hereof, and any separate or co-trustee serving as such hereunder.

"Variable Rate" means an interest rate on a Series of Bonds which rate is subject to change from time to time as specified in Section 206(d)(iv) hereof and the applicable Supplemental Indenture.

Article II.

Authorization, Obligation And Issuance Of Bonds.

Section 201. Authorization For This Indenture.

This Indenture is adopted by virtue of and pursuant to the home rule powers of the City. The City has ascertained and hereby determines and declares that the adoption of this Indenture is necessary to meet the commercial and general aviation needs of the citizens of the City, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate such purposes of the City and to carry out its powers and is in furtherance of the public benefit, safety and welfare of the City and that each and every covenant or agreement contained and made herein is necessary, useful or convenient in order to better secure the Bonds issued hereunder and under any Supplemental Indenture and are contracts or agreements necessary, useful and convenient to carry out and effectuate the corporate purposes of the City.

Section 202. This Indenture To Constitute Contract.

In consideration of the purchase and acceptance of Bonds issued hereunder and under any Supplemental Indenture by those who shall hold the Bonds from time to time, the provisions of this Indenture and such Supplemental Indenture shall be a part of the contract of the City with the holders of such Bonds and shall be deemed to be and shall constitute a contract between the City, the Trustee and the holders from time to time of such Bonds.

Section 203. Authorization Of Bonds.

In order to provide sufficient funds for the financing or refinancing of the Projects, Bonds are hereby authorized to be issued from time to time in one or more Series as hereinafter provided, without limitations as to amount, except as provided herein or as may be limited by law, for the purpose of (a) the payment, or the reimbursement for the payment of, the costs of the Projects, as provided in Section 402 hereof; (b) the refunding of any Bonds, any Subordinated Bonds or any other bonds or obligations previously or hereafter issued to finance or refinance the costs of the Projects, including without limitation any revenue bonds heretofore issued by the City to finance or refinance any Project; or (c) the funding of any Fund or Account created by this Indenture or any Supplemental Indenture as specified in the Supplemental Indenture under which such Bonds are issued, including, in each case, payment of Costs of Issuance.

Section 204. Source Of Payment; Pledge Of P.F.C. Revenues.

The Bonds shall be legal, valid and binding limited obligations of the City payable solely from the P.F.C. Revenues and certain other moneys and securities held by the Trustee under the provisions of this Indenture and any Supplemental Indenture. The Bonds and all payments required of the City hereunder and under any Supplemental Indenture are not general obligations of the City, but are limited obligations and do not constitute an indebtedness or a loan of the credit of the City within the meaning of any constitutional or statutory limitation, and neither the full faith and credit, nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on Bonds.

A pledge of the P.F.C. Revenues (whether held by the City or by a Fiduciary) and of all moneys and securities held or set aside or to be held or set aside by any Fiduciary under this Indenture and any Supplemental Indenture is hereby made, and the same are hereby pledged, to secure the payment of the principal of, premium, if any, and interest on, the Bonds, subject only to the provisions of this Indenture requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on

the terms, conditions, priorities and order set forth in or provided under this Indenture. This pledge shall be valid and binding from and after the date of issuance of any Series of Bonds hereunder; the P.F.C. Revenues so pledged and then or thereafter received by the City shall immediately be subject to the lien of such pledge without any physical delivery or further act; and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, regardless of whether such parties have notice thereof.

The Bonds are not in any respect a general obligation of the City, nor are they payable in any manner from revenues raised by taxation. The Projects are not security for the Bonds, and the Bonds are not secured by any other properties or improvements at the Airports or the Revenues (as defined in the General Airport Revenue Bond Ordinance), the Special Revenues (as defined in the International Terminal Indenture) or any other revenues (other than P.F.C. Revenues) derived by the City from the operation of the Airports generally.

Section 205. Issuance And Delivery Of Bonds.

After authorization by a Supplemental Indenture, Bonds of a Series may be executed by or on behalf of the City and delivered to the Trustee for authentication and, upon compliance by the City with the requirements, if any, set forth in such Supplemental Indenture and with the requirements of Section 206 hereof or, in the case of Refunding Bonds, Section 207 hereof, or, in the case of additional Bonds, Section 208 hereof, the Trustee shall thereupon authenticate and deliver such Bonds of such Series to or upon the order of the City.

Section 206. Conditions Precedent To Delivery Of Any Series.

Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by Trustee of:

(a) A copy of this Indenture certified by the Recording Officer.

(b) An opinion of Counsel to the City to the effect that (i) the City has the right and power to execute and deliver this Indenture and the Supplemental Indenture authorizing such Series; (ii) this Indenture and such Supplemental Indenture have been duly and lawfully authorized, executed and delivered by the City, are in full force and effect and are valid and binding upon the City and enforceable against the City in accordance with their respective terms (except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar law and by general principles of equity in the event that equitable remedies are sought); (iii) this Indenture and the Supplemental Indenture

create the valid pledge of P.F.C. Revenues, and in moneys and securities held thereunder for the benefit and security of the Bonds, subject to application thereof in the manner provided therein; and (iv) upon the execution, authentication and delivery thereof, the Bonds of such Series will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois, this Indenture and such Supplemental Indenture.

(c) A written order as to the delivery of such Series, signed by an Executive Officer and stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of such Series and (ii) that no Event of Default has occurred and is continuing under this Indenture.

(d) A copy of the Supplemental Indenture authorizing such Series, certified by the Recording Officer, which shall specify:

(i) the authorized principal amount and Series designation of such Bonds;

(ii) the purpose or purposes for which such Series is being issued;

(iii) the dated date or dates, and the maturity date or dates, of the Bonds of such Series, or the manner of determining such dates;

(iv) the interest rate or rates to be borne by the Bonds of such Series or manner of determining such rate or rates, whether the Bonds of such Series shall bear interest at a Fixed Rate or a Variable Rate, and the Payment Dates for such Series;

(v) the manner of dating, numbering and lettering the Bonds of such Series;

(vi) the Paying Agent or Paying Agents, if any, and the place or places of payment of principal of, premium, if any, and interest on, the Bonds of such Series or the manner of appointing and designating the same;

(vii) the premium, if any, of, and, subject to the provisions of Article VI hereof, the redemption terms for, the Bonds of such Series, or the manner of determining such terms;

(viii) the amount and due date of each Sinking Fund Payment, if any, with respect to Bonds of like maturity of such Series, or the manner of determining such amounts and dates;

(ix) provisions for the sale of the Bonds of such Series;

(x) the forms of the Bonds of such Series and of the Trustee's certificate of authentication;

(xi) any limit on the aggregate principal amount of such Series which may be authenticated and delivered under such Supplemental Indenture (except for Bonds authenticated and delivered upon registration and transfer of, or in exchange for, in lieu of, other Bonds of such Series pursuant to Article III);

(xii) any Book Entry Depository;

(xiii) the nature of any Credit Facility and the Credit Provider or Credit Providers, if any;

(xiv) the tender agent, if any;

(xv) the Remarketing Agent, if any;

(xvi) any additional covenants of the City required by the Code or other applicable law; and

(xvii) any other provisions deemed advisable by the City as shall not conflict with the provisions hereof.

(e) A certificate of an Executive Officer stating:

(i) unless such Series of Bonds are not to benefit from the Debt Service Reserve Fund, the amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in the Series Debt Service Reserve Account, so that the amount held therein shall be equal to the Series Debt Service Reserve Fund Requirement after giving effect to the issuance of such Series;

(ii) the amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in a Series Capitalized Interest Account;

(iii) the amount of the proceeds of such Series to be paid to the Trustee for deposit in the Series Construction Account;

(iv) the amount of the proceeds of such Series to be paid to the Trustee for deposit in the Series Cost of Issuance Account;

(v) the purpose or purposes for which the balance, if any, of the proceeds of such Series is to be used;

(vi) (A) the City has received a P.F.C. Approval or Approvals to use P.F.C. Revenues to pay debt service in an amount sufficient to pay Pro Forma Annual Debt Service on all Outstanding Bonds, Outstanding Subordinated Bonds and proposed Series of Bonds, or (B) that pursuant to a Plan of Finance Compliance Certificate in substantially the form

attached to this Indenture as (Sub)Exhibit E demonstrating, based upon projected P.F.C. Revenues, then current P.F.C. Approvals and proposed redemptions of Bonds there will be sufficient P.F.C. Revenues which pursuant to then current P.F.C. Approvals will be available to pay, after giving effect to any proposed redemptions, Pro Forma Debt Service on all Outstanding Bonds, Outstanding Subordinated Bonds and proposed Series of Bonds; and

(vii) the City is in compliance with the P.F.C. Act and the P.F.C. Regulations applicable to the City and the P.F.C. Approvals.

(f) A copy, duly certified by the Recording Officer, of the ordinance of the City authorizing the City to execute a Supplemental Indenture authorizing such Series.

(g) An executed copy of the Tax Agreement, if any.

(h) If applicable, an executed copy of:

(i) the Credit Facility;

(ii) the Remarketing Agreement; and/or

(iii) the Reimbursement Agreement.

(i) Such other documents and moneys as are required by the provisions of Article X hereof or the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 207. Conditions Precedent To Delivery Of Any Series Of Refunding Bonds.

All Refunding Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) The documents listed in Section 206 hereof.

(b) If a redemption of Bonds is to be effected, irrevocable instructions for the City to the Trustee to give notice of redemption of all the Bonds to be refunded and the redemption date or dates, if any, upon which such Bonds are to be redeemed.

(c) A certificate of an Independent Accountant stating the amount of either (i) moneys (which may include all or a portion of the proceeds of the

Refunding Bonds to be issued) in an amount sufficient to pay the Bonds to be refunded at the applicable Redemption Price of the Bonds to be refunded together with accrued interest, if any, on such Bonds to the redemption dates or dates, or (ii) Governmental Obligations the principal of, and interest on, which when due (without reinvestment thereof), together with the moneys (which may include all or a portion of the proceeds of the Refunding Bonds to be issued), if any, which must be contemporaneously deposited with the Trustee, sufficient to pay when due the applicable Redemption Price of the Bonds to be refunded, together with accrued interest, if any, on such Bonds to the redemption date or dates or the dates of maturity thereof.

(d) A certificate of an Authorized City Representative stating that, after giving effect to the issuance of such Series of Refunding Bonds, the Pro Forma Annual Debt Service in each Bond Year in all Bonds Outstanding would not exceed the Pro Forma Annual Debt Service in each Bond Year on all Bonds Outstanding before the issuance of such Refunding Bonds.

(e) Such further documents and moneys as are required by the provisions of Article X hereof or the Supplemental Indenture authorizing the issuance of such Bonds.

Section 208. Other Conditions Precedent To Delivery Of Certain Series Of Bonds.

In addition to the documents required to be delivered pursuant to Section 206 hereof, Bonds of any Series other than the Series 1996 Bonds issued under the First Supplemental Trust Indenture dated as of the date of this Indenture and other than those described in Section 207 hereof shall be issued only following the receipt by the Trustee and the City of a certificate, executed by an Authorized City Representative, stating that the P.F.C. Revenues (adjusted as provided below) received for any period of 12 (twelve) consecutive calendar months out of the eighteen (18) calendar months next preceding the date of issuance of such Series of Bonds were at least equal to [one hundred fifty percent (150%)] of the Maximum Annual Debt Service on Outstanding Bonds and the proposed Series of Bonds.

In any computation of any test under this Section 208 as to whether or not a Series of Bonds may be issued, the amount of the P.F.C. Revenues for the computation period shall be decreased by the amount of any loss, and may be increased by the amount of any gain, conservatively estimated by an Executive Officer, which loss or gain results from any change in the rate of the levy of passenger facility charges constituting a part of the P.F.C. Revenues which change took effect during the computation period or thereafter prior to the issuance of such Series of Bonds (or after the issuance of such Series of Bonds to the extent legislation has been enacted to permit an increase in passenger facility charges and the City has taken all action required to impose such charges at O'Hare pursuant to such legislation), as

if such modified rate shall have been in effect during the entire computation period.

Section 209. Application Of Proceeds Of Bonds.

The proceeds, including accrued interest, if any, of any Series shall be deposited with the Trustee and shall be applied by the Trustee in accordance with the Certificate of an Executive Officer delivered to the Trustee pursuant to Section 206(a).

Article III.

General Terms And Provisions Of The Bonds.

Section 301. Designation; Denominations, Date; Maturity.

The Bonds shall be designated "Chicago O'Hare International Airport, Passenger Facility Charge Revenue Bonds", or such other title that may be specified in, and shall bear such additional letter, number or Series designation as shall be specified in, the Supplemental Indenture authorizing such Bonds. The Bonds shall be issuable only as fully registered bonds without coupons in Authorized Denominations.

The Bonds shall be dated as of the Payment Date next preceding their date of authentication and delivery thereof or, if authenticated prior to the first Payment Date as of the date of the Bonds as specified in the Supplemental Indenture, provided (a) if such date of authentication and delivery shall be a Payment Date, such Bond shall be dated as of such Payment Date, or (b) if interest due on such Bond shall not have been paid in full, then notwithstanding any of the foregoing provisions of this Section, such Bond shall be dated as of the date to which interest has been paid in full on such Bond. Each Bond shall bear interest from its date.

Section 302. Payment Dates.

Principal on Bonds shall become payable on the Payment Dates and all interest on Bonds shall become due on the Payment Dates, in such years as shall be specified in the Supplemental Indenture authorizing each Series.

Section 303. Legends.

The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be determined by the City in a Supplemental Indenture.

Section 304. Payment Of Principal, Premium, If Any And Interest.

The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. Payment of principal and premium, if any, shall be made to or upon the order of the Registered Owner only upon presentation and surrender of each Bond, as the same becomes due, at the principal corporate trust office of the Trustee. Unless otherwise specified in a Supplemental Indenture, interest on the Bonds shall be paid by check or draft mailed to the person in whose name they are registered at the close of business on the fifteenth day of the month immediately before each interest Payment Date.

All redemption payments and payments of principal, premium, if any, and interest on any Series of Bonds (whether by check or wire transfer) shall be accompanied by C.U.S.I.P. numbers with appropriate dollar amount for each C.U.S.I.P. number. Unless otherwise provided in a Supplemental Indenture, Registered Owners of One Million Dollars (\$1,000,000) or more in principal amount of any Series of Bonds may request receipt of all payments by wire transfer on the applicable Payment Date, to any address in the continental United States, if such Registered Owner provides the Trustee with written notice of such wire transfer address at least fifteen (15) days prior to the Record Date (which notice may provide that it will remain in effect with respect to subsequent interest Payment Dates unless and until changed or revoked by subsequent notice).

Section 305. Execution And Authentication.

The Bonds shall be executed on behalf of the City with the manual or facsimile signature of its Executive Officer and attested by the manual or facsimile signature of its Recording Officer, and the corporate seal of the City shall be impressed or imprinted on the Bonds by facsimile or otherwise. Any such facsimile signature shall have the same force and effect as if such Executive Officer or Recording Officer had manually signed each such Bond.

If an officer of the City whose signature is on a Bond no longer holds that office at the time the Trustee authenticates the Bond, the Bond shall nevertheless be valid and sufficient for all purposes. Also, if a person signing a Bond is the proper officer on the actual date of execution, the Bond shall be valid even if that person is not the proper officer on the nominal date of execution.

No Bond shall be valid for any purpose under this Indenture or under any Supplemental Indenture, until the Trustee manually signs the certificate of authentication on the Bond. Such signature shall be conclusive evidence that the Bond has been authenticated under this Indenture and that the Owner thereof is entitled to the benefits of the trust hereby created. The Trustee's certificate of authentication on any Bond shall be deemed to have

been executed by it if manually signed by an authorized officer of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.

Section 306. Limited Obligation.

The Bonds, together with interest thereon, shall be limited obligations of the City giving rise to no pecuniary liability of the City, nor any charge against its general credit or taxing power, shall be payable solely from the P.F.C. Revenues and other moneys pledged therefor under this Indenture and any Supplemental Indenture, and shall be a valid claim of the respective owners thereof only against the P.F.C. Revenue Fund, the Bond Fund, the Construction Fund, the Debt Service Reserve Fund, the P.F.C. Revenues and other moneys as may be pledged hereunder.

The Bonds are not in any respect a general obligation of the City, nor are they payable in any manner from revenues raised by taxation. The Projects are not security for the Bonds, and the Bonds are not secured by any other properties or improvements at the Airports or the Revenues (as defined in the General Airport Revenue Bond Ordinance), the Special Revenues (as defined in the International Terminal Indenture) or any other revenues (other than P.F.C. Revenues) derived by the City from the operation of the Airports generally.

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

Section 307. Registration, Transfer, Exchange Of Bonds; Persons Treated As Owners.

Bonds may be presented at the principal corporate trust office of the Trustee, as Bond Registrar, for registration, transfer and exchange. Bonds may be transferred only on the register maintained by the Trustee. Upon surrender for transfer of any Bond to the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or the Registered Owner's attorney duly authorized in writing, the City shall cause to be executed and the Trustee shall authenticate a new Bond or Bonds

in an equal total principal amount and registered in the name of the transferee or transferees.

Bonds may be exchanged for an equal total principal amount of Bonds of different Authorized Denominations. The Trustee shall authenticate and deliver Bonds that the Bondholder making the exchange is entitled to receive, bearing numbers not then outstanding. The execution in accordance with this Section by the Executive Officer and the attestation by the Recording Officer of any Bond of any Authorized Denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required to transfer or exchange any Bond during the period beginning fifteen (15) days before the mailing of any notice calling the Bond or any portion of the bond for redemption and ending on the redemption date.

Exchanges and transfers shall be made without charge to the Bondholders. The Trustee shall, however, require the payment by a Bondholder requesting exchange or transfer of any tax or other governmental charge required to be paid in respect of the exchange or transfer but will not impose any other charge.

Section 308. Persons Deemed Owners.

Except as provided in the applicable Supplemental Indenture, the Registered Owner of a Bond shall be the absolute owner of the Bond for all purposes, and payment of or on account of principal, premium, or interest on any such Bond shall be made only to or upon the written order of the Registered Owner or the Registered Owner's legal representative, 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.

Section 309. Mutilated, Lost, Stolen Or Destroyed Bonds.

If any Bond is mutilated, lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of the same denomination, maturity and of like tenor if any mutilated Bond shall first be surrendered to the Trustee, and if, in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the City and the Trustee evidence of such loss, theft or destruction, together with an indemnity satisfactory to them. If such Bond has matured, instead of issuing a replacement Bond, the Trustee may pay the Bond without requiring surrender of the Bond and make such requirements as the Trustee deems fit for its protection, including a lost instrument bond. The City and the Trustee may charge the Owner of such Bond their reasonable fees and expenses in this connection.

The City shall cooperate with the Trustee in connection with the issue of replacement Bonds, but nothing in this Section shall be construed in derogation of any rights that the City or the Trustee may have to receive indemnification against liability, or payment or reimbursement of expenses, in connection with the issuance of a replacement Bond.

Every substituted Bond issued pursuant to this Section shall constitute an additional contractual obligation of the City (as provided in this Indenture and any Supplemental Indenture), whether or not the Bond alleged to have been mutilated, lost, stolen or destroyed shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder.

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

In executing a new Bond as provided for in this Section, the City may rely conclusively on a representation of the Trustee that the Trustee is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Bond.

Section 310. Cancellation Of Bonds.

Whenever a Bond is delivered to the Trustee for cancellation (upon payment, redemption or otherwise), or for transfer, exchange or replacement pursuant to Section 307, the Trustee shall promptly cancel the Bond and following the lapse of the Trustee's customary holding period, shall send the cancelled Bond to the City.

Section 311. Temporary Bonds.

Until definitive Bonds are ready for delivery, the City may execute and the Trustee shall authenticate and deliver temporary Bonds substantially in the form of the definitive Bonds, with appropriate omissions, insertions and variations as the officers of the City executing the same may determine. The City shall, without unreasonable delay, prepare and the Trustee shall authenticate definitive Bonds in exchange for the temporary Bonds. Such exchange shall be made by the Trustee without charge. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder and under the Supplemental Indenture as definitive Bonds.

Section 312. Form Of Bonds.

The Bonds issued under this Indenture and a Supplemental Indenture shall be substantially in the form attached to such Supplemental Indenture, with such appropriate variations, omissions and insertions as are permitted or required by such Supplemental Indenture.

Section 313. Delivery Of The Bonds.

Upon the execution and delivery of this Indenture and a Supplemental Indenture, the City shall execute and deliver to the Trustee and the Trustee shall authenticate the related Series Bonds and deliver them to the purchasers thereof as directed by the City pursuant to such Supplemental Indenture.

Section 314. Variable Rate Bonds.

Notwithstanding the provisions generally applicable to Bonds, Bonds of a Series which bear interest at a Variable Rate may be issued with such Interest Payment Dates; provisions for registration, transfer, execution and authentication; provision for credit enhancement; provisions for holding and application of funds for the purchase and sale or repurchase and resale thereof; means of payment; rights of subrogation; and other terms as provided in the applicable Supplemental Indenture. The provisions specially applicable to such Series of Bonds shall not affect the status thereof as Bonds subject to the pledge of Section 204 hereof or grant any lien on the P.F.C. Revenues other than the lien of all Bonds.

Article IV.

Construction Fund.

Section 401. Creation Of Construction Fund And Deposit Into Construction Fund.

(a) The Construction Fund is hereby created by the City and ordered established with, and held and administered by, the Trustee. The designation of such Fund shall include the term "Chicago O'Hare International Airport, Passenger Facility Charge Revenue Bonds", which term shall precede the designation as set forth above. The designation of each Account in the Construction Fund shall include an appropriate Series designation. The Construction Fund and each such Account are, however, sometimes referred to herein without such designation.

(b) Moneys in the Construction Fund shall be held in trust by the Trustee and shall be subject to the pledge contained in Section 204 in favor of the holders of Bonds Outstanding from time to time, and shall be applied as provided in this Article.

Section 402. Use Of Construction Funds.

The moneys on deposit in the Construction Fund and the Accounts therein created by Section 401 hereof shall be applied for the purposes and uses specified below:

(a) Series Costs of Issuance Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Costs of Issuance Account within the Construction Fund applicable solely to such Series of Bonds, and the Trustee shall deposit proceeds from the issuance of such Bonds into such Account in the amount set forth in such Supplemental Indenture. Moneys held in a Series Costs of Issuance Account in the Construction Fund shall be disbursed to pay the Costs of Issuance related to the applicable Series of Bonds upon receipt by the Trustee of a requisition, substantially in the form of (Sub)Exhibit A hereto, signed by an Authorized City Representative, identifying generally the nature and amount of such Costs of Issuance. Any balance remaining in any Series Costs of Issuance Account in the Construction Fund twelve (12) months after the date of delivery of the related Series of Bonds shall be transferred to the credit of the Series Construction Account relating to such Series of Bonds, whereupon such Series Costs of Issuance Account shall be closed.

(b) Series Capitalized Interest Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds may, but shall not be required to, establish a Series Capitalized Interest Account in the Construction Fund and shall provide for the payment into such Series Capitalized Interest Account of the amount of the proceeds derived from the sale of such Series of Bonds, if any, which has been designated by such Supplemental Indenture to be used for the purpose of paying interest, other than accrued interest, on such Series of Bonds or any other Series of Bonds prior to the Completion Date. Moneys in each Series Capitalized Interest Account shall be used, to the extent available, for the purpose of paying interest, other than accrued interest, on Bonds. At the time of each deposit into a Series Capitalized Interest Account, the City shall advise the Trustee in writing as to the Series of Bonds with respect to which such deposit is made and shall furnish the Trustee with a schedule of dates on which the moneys in such account are required to be transferred by the Trustee for deposit in the Series Interest Account in the Bond Fund.

(c) Series Construction Accounts. Upon the issuance of a Series of Bonds (other than Refunding Bonds) the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Construction Account within the Construction Fund applicable solely to such Series of Bonds, and the Trustee shall deposit proceeds from the issuance of such Bonds into such Account in the amount set forth in such Supplemental Indenture. Moneys held in a Series Construction Account in the Construction Fund shall be applied by the Trustee to pay, or to reimburse the City for the payment of, the Costs of the Projects as provided in this Article and in the applicable Supplemental Indenture.

Section 403. Investments.

Any moneys held as part of the Construction Fund shall be invested and reinvested by the Trustee in Investment Securities pursuant to instructions of an Authorized City Representative. All such instructions delivered by the Authorized City Representative to the Trustee shall be in accordance with all restrictions contained in any applicable Supplemental Indenture. Any such investments shall be deemed at all times a part of the specific Account in the Construction Fund for which such investments were made. Any interest accruing on or profit realized from the investment of any moneys held as part of the Construction Fund shall be credited or charged to the specific Account in the Construction Fund which such investment is held.

The Trustee shall sell and reduce to cash a sufficient amount of such investments of moneys in the Construction Fund whenever the cash balance in such Fund is insufficient to pay amounts than due from the Construction Fund.

Section 404. Disbursements From A Series Construction Account In The Construction Fund.

(a) All disbursements from a Series Construction Account in the Construction Fund shall be made in accordance with requisitions, in substantially the form of (Sub)Exhibit B hereto, delivered to the Trustee and signed by the Authorized City Representative in respect to each payment, setting forth the following:

- (i) the name of the person, firm or corporation to whom the payment is due;
- (ii) the respective amount to be paid;
- (iii) the purpose, by general classification, for which payment is to be made;

(iv) that the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against such Series Construction Account in the Construction Fund and is due and has not been included in any prior requisition which has been paid and is in compliance, except to the extent that the applicable Supplemental Indenture provides otherwise, with the certificate as to expected use of proceeds delivered at closing of the applicable Series of Bonds, unless the City provides an opinion of Bond Counsel that payment of any item not in such certificate will not adversely affect the exclusion from gross income of the interest on such Series of Bonds for federal income tax purposes;

(v) that the payment is consistent with the then current Plan of Finance to pay costs which, pursuant to the P.F.C. Approvals, are permitted to be paid from Bond proceeds.

(b) Upon receipt of any such requisitions, the Trustee shall pay each such obligation from the applicable Series Construction Account in the Construction Fund, and the Trustee shall make disbursements in accordance with the directions of the Authorized City Representative.

Section 405. [Intentionally Omitted]

Section 406. Permitted Transfers.

(a) Subject to the provisions of any applicable Supplemental Indenture, moneys in any Account in the Construction Fund may be transferred or withdrawn as shall be specified by the City pursuant to paragraph (b) of this Section for any one or more of the following purposes: to (i) transfer from any Series Construction Account to the related Series Debt Service Reserve Account required to make up any deficiency therein; (ii) transfer from any Series Construction Account to the P.F.C. Revenue Fund or to the Capital Fund; (iii) transfer from any Series Construction Account to another Series Construction Account or to any Series Capitalized Interest Account; (iv) transfer from any Series Capitalized Interest Account to any Series Construction Account; or (v) transfer from any Series Construction Account to any Series Redemption Account to redeem Bonds in accordance with the provisions of this Indenture or a Supplemental Indenture other than a transfer permitted under Section 405 herein.

(b) Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

(i) its requisition therefor, substantially in the form of (Sub)Exhibit C hereto, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;

(ii) a Counsel's opinion stating that, in the opinion of the signer, such transfer or withdrawal will not violate Section 705 hereof or constitute a breach or default on the part of the City of any of the covenants or agreements contained in this Indenture or any Supplemental Indenture; and

(iii) an opinion of Bond Counsel to the effect that such transfer or withdrawal will not adversely affect the exclusion from gross income of the interest on the Bonds for federal income tax purposes.

Article V.

Other Funds And Accounts.

Section 501. Creation Of Other Funds.

(a) The following Funds are hereby created by the City and ordered established with, and held and administered by, the Trustee and shall be designated as set forth below:

Bond Fund,

Debt Service Reserve Fund,

Rebate Fund.

The designation of each such Fund set forth above shall include the term "Chicago O'Hare International Airport, Passenger Facility Charge Revenue Bonds", which term shall precede the designation as set forth above. The designation of each Account in such Funds shall include an appropriate Series designation. Each such Fund and Account is, however, sometimes referred to herein without such designation.

(b) The City hereby creates and orders established the Subordinated Bond Fund to be held and administered by the City. The designation of the Subordinated Bond Fund shall include the term "Chicago O'Hare International Airport, Passenger Facility Charge Revenue Bonds", which term shall precede the designation as set forth above. The designation of each Account, if any, within the Subordinated Bond Fund may, but shall not be required to, include an appropriate Series designation. The Subordinated Bond Fund and any Account therein is, however, sometimes referred to herein without such designation.

(c) The City hereby creates and orders established the P.F.C. Revenue Fund to be held and administered by the City, subject to the provisions of

Section 811 hereof providing that the P.F.C. Revenue Fund be held and administered by the Trustee. The designation of the P.F.C. Revenue Fund shall include the term "Chicago O'Hare International Airport, Passenger Facility Charge Revenue Bonds", which term shall precede the designation as set forth above. The designation of each Account, if any, within the P.F.C. Revenue Fund may, but shall not be required to, include an appropriate Series designation. The P.F.C. Revenue Fund and any Account therein is, however, sometimes referred to herein without such designation.

(d) The City hereby creates and orders established the Capital Fund to be held and administered by the City, subject to the provisions of Section 811 hereof providing that the Capital Fund be held and administered by the Trustee. The designation of the Capital Fund shall include the term "Chicago O'Hare International Airport, Passenger Facility Charge Revenue Bonds", which term shall precede the designation as set forth above. The designation of each Account, if any, within the Capital Fund may, but shall not be required to, include an appropriate Series designation. The P.F.C. Capital Fund and any Account therein is, however, sometimes referred to herein without such designation.

Section 502. Deposit Of P.F.C. Revenues.

The City covenants and agrees that all P.F.C. Revenues received by the City and shall be promptly deposited to the credit of the P.F.C. Revenue Fund. The City covenants and agrees that no payments shall be made from the P.F.C. Revenue Fund except as permitted in Sections 503 and 504 of this Indenture.

Section 503. Disbursement From The P.F.C. Revenue Fund.

(a) The City covenants and agrees to pay from the P.F.C. Revenue Fund the following amounts on the following dates:

(i) First. Not later than the twentieth (20th) day of each calendar month, there shall first be paid to the Trustee for deposit into the Series Interest Account in the Bond Fund established for a Series of Bonds pursuant to a Supplemental Indenture, amounts sufficient to pay one-sixth ($1/6$) of the interest due on Bonds of such Series on the next succeeding interest Payment Date if such Series bears interest at a Fixed Rate, or an amount specified in the applicable Supplemental Indenture if such Series bears interest at a Variable Rate, as applicable.

(ii) Second. Not later than the twentieth (20th) day of each calendar month, there shall next be paid to the Trustee for deposit into the Series Principal Account in the Bond Fund established for a Series of Bonds pursuant to a Supplemental Indenture, amounts sufficient to pay one-

twelfth (1/12) of the principal amount of the Bonds of such Series coming due on the next succeeding principal Payment Date.

(iii) Third. Not later than the twentieth (20th) day of each calendar month, there shall next be paid to the Trustee for deposit into any Series Debt Service Reserve Account in the Debt Service Reserve Fund established for a Series of Bonds pursuant to a Supplemental Indenture any amount necessary to maintain in such Account an amount equal to the Series Debt Service Reserve Fund Requirement; provided, however, if a deficiency in any Series Debt Service Reserve Account results from a withdrawal to pay principal of or interest on the Bonds of any applicable Series, the deficiency may be paid by equal monthly payments over a period of twelve (12) months.

(iv) Fourth. Not later than the twentieth (20th) day of each calendar month, and only after the Funds and Accounts provided in subparagraphs (i), (ii) and (iii) above have been funded in full, there shall next be transferred by the City to the Subordinated Bond Fund the amounts of any such deposits as shall be required in any applicable Subordinated Bond Indenture.

(v) Fifth. After the above deposits have been made, not later than the twentieth (20th) day of each calendar month, all moneys and securities remaining in the P.F.C. Revenue Fund shall be transferred by the City to the Capital Fund.

(b) In determining the amounts of any moneys required to be paid into the Funds and Accounts as specified in this Section other than the Capital Fund, any such amounts shall be reduced by any amounts in any such Fund or Account which are available for the purpose.

Section 504. Creation Of Accounts And Use Of Funds.

The moneys on deposit in the Funds created by Section 501 hereof shall be applied for the purposes and uses specified below:

(a) Series Interest and Series Principal Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Principal Account and a Series Interest Account within the Bond Fund. Subject to the terms hereof, moneys in the Series Interest Account shall be used only for the payment of the interest on the Bonds of such Series. Subject to the terms hereof, moneys in the Series Principal Account shall be used only for the payment of Principal Installments on the Bonds of such Series. To the extent that payments by any Credit Provider are deposited in any Series Credit Facility Account and thereafter used to pay principal and/or interest on a Series of Bonds,

amounts on deposit in the corresponding Series Interest and Series Principal Account shall be used to reimburse the Credit Provider for such payment in accordance with the applicable Credit Facility. The Trustee shall transfer to the Paying Agent or Paying Agents, as applicable, the moneys necessary to pay all such interest and Principal Installments becoming due on each Payment Date prior to such Payment Date and the Paying Agent or Paying Agents, as applicable, shall apply such amounts to the payment of such interest and Principal Installments on the Payment Dates thereof. Amounts accumulated in any Series Principal Account or other amounts delivered to the Trustee for such purpose may, and if so directed by the City shall, be applied by the Trustee, on or prior to the forty-fifth (45th) day preceding the Payment Date of a Sinking Fund Payment, to the purchase of Bonds of the Series and maturity for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to complete the retirement of the Bonds to be redeemed by such Sinking Fund Payment on such Payment Date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Bond so purchased shall not exceed the Redemption Price of such Bond applicable upon its redemption on such Payment Date. The Trustee shall also provide for the payment out of the applicable Series Interest Account of the amount of accrued interest payable on any Bond purchased or redeemed from moneys in the applicable Series Principal Account.

(b) Series Credit Facility Accounts. Upon the issuance of a Series of Bonds secured by a Credit Facility, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Credit Facility Account within the Bond Fund. Any moneys deposited with the Trustee into such Series Credit Facility Account by the Credit Provider pursuant to payment under such Credit Facility shall be used, to the extent provided in the Credit Facility, to pay principal of, interest and premium, if any, on such Series of Bonds. Any Series Credit Facility Account shall be held, administered and invested by the Trustee in accordance with the terms of any applicable Credit Facility and any applicable Supplemental Indenture.

(c) Series Redemption Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Redemption Account within the Bond Fund. Subject to the terms hereof, the Trustee shall, at the direction of the City, apply all moneys deposited to the credit of any Series Redemption Account to the redemption of Bonds issued under the provisions of this Indenture and any Supplemental Indenture. To the extent that payments by any Credit Provider are deposited in any Series Credit Facility Account and thereafter used to pay the Redemption Price on a Sinking Fund Payment date of all or a portion of a Series of Bonds, amounts on deposit in the corresponding Series Redemption Account shall be used to reimburse the

Credit Provider for such payment in accordance with the applicable Credit Facility. The Trustee shall call for redemption on the earliest practicable date on which Bonds are subject to redemption from moneys in the Series Redemption Account, and, with respect to accrued interest on such Bonds payable upon redemption, the Series Interest Account, such amount (computed on the basis of Redemption Prices) of Bonds as will exhaust the moneys held for the credit of such Series Redemption Account as nearly as may be practicable.

Any redemption of Bonds shall be made pursuant to the provisions of Article VI of this Indenture and the applicable Supplemental Indenture. Prior to calling Bonds or portions of Bonds for redemption, the Trustee shall set aside in the Series Interest Account and the Series Redemption Account the respective amounts required for paying the interest on and the Redemption Price of the Bonds or portions of Bonds so called for redemption. Upon the retirement of any Bonds under this Section by redemption, the Trustee shall file with the City a statement briefly describing such Bonds and setting forth the date of their redemption, the Redemption Price of such Bonds and the amount paid as interest thereon. The expenses in connection with the purchase or redemption of any such Bonds shall be paid by the City.

(d) Series Debt Service Reserve Accounts. Upon the issuance of any Series of Bonds to finance the Projects, the Supplemental Indenture authorizing such Series of Bonds may, but shall not be required to establish a Series Debt Service Reserve Account within the Debt Service Reserve Fund applicable solely to such Series of Bonds, and the Trustee shall deposit proceeds from the issuance of such Bonds into such Account in the amount set forth in such Supplemental Indenture authorizing the issuance thereof.

Any moneys held in a Series Debt Service Reserve Account in the Debt Series Reserve Fund shall be transferred by Trustee to the Series Interest Account or Series Principal Account in the Bond Fund in that order, to the extent that amounts on deposit in such Accounts are insufficient to pay the interest or the principal or Redemption Price payable on the Bonds of such Series as the same shall become due.

To the extent required to maintain the Series Debt Service Reserve Fund Requirement, investment earnings received on the investments in the Series Debt Service Reserve Account shall be retained in such Account. Any moneys held for the credit of any Series Debt Service Reserve Account as of any interest Payment Date in excess of such Series Debt Service Reserve Fund Requirement (including any excess derived from investment earnings) shall, upon direction of the City pursuant to a requisition substantially in the form of (Sub)Exhibit C hereto, be transferred (i) to the Series Capitalized Interest Account or Series Construction Account relating to such Series of Bonds or (ii) to the applicable Series Interest Account, Series Principal Account or Series

Redemption Account of the Bond Fund relating to the Series of Bonds to which such excess moneys are properly allocable.

In lieu of depositing moneys in a Series Debt Service Reserve Account as described above, the City may deposit with the Trustee an irrevocable letter of credit or an irrevocable surety bond policy issued by a bank or bond insurance company, as applicable, with a credit rating in one of the three highest rating categories of a Rating Agency, provided, that the terms or provider of such letter of credit or surety bond policy shall not adversely affect the rating of the Bonds. Any such letter of credit or surety bond policy shall (i) permit the Trustee to draw amounts thereunder for deposit in such Series Debt Service Reserve Account which, together with any moneys on deposit in, or letter of credit or surety bond policy available to fund, such Series Debt Service Reserve Account, are not less than the Series Debt Service Reserve Fund Requirement and which may be applied to any purpose for which moneys in such Series Debt Service Reserve Account may be applied, (ii) have a term of at least five (5) years, [(iii) be replaced by a substitute irrevocable letter of credit or irrevocable surety bond policy meeting the requirements set forth in this Section or to be drawn upon to fund such Series Debt Service Reserve Account in an amount equal to the Series Debt Service Reserve Fund Requirement prior to the termination of such substituted letter of credit or surety bond policy, and (iv) be replaced by a substitute irrevocable letter of credit or surety bond policy meeting the requirements set forth in this Section within twelve (12) months after the date on which the credit rating of the issuer of such letter of credit or surety bond policy is no longer in one of the three (3) highest rating categories of a Rating Agency]. The Trustee shall make a drawing on such letter of credit or surety bond policy (a) whenever moneys are required for the purposes for which moneys in such Series Debt Service Reserve Account may be applied, and (b) prior to any expiration or termination thereof; provided, that no such drawing need be made if (i) other moneys and/or a letter of credit or surety bond policy meeting the requirements set forth in this Section are available in such Series Debt Service Reserve Account in the amount of the Series Debt Service Reserve Fund Requirement, or (ii) moneys are no longer required to be held on deposit in such Series Debt Service Reserve Account.

If the City elects to deposit a letter of credit or a surety bond policy in a Series Debt Service Reserve Account in lieu of the moneys on deposit therein, the Trustee shall transfer such moneys in excess of the Series Debt Service Reserve Fund Requirement in the manner set forth in this Section, or as otherwise instructed by the City upon delivery to the Trustee of an opinion of Bond Counsel to the effect that such transfer will not adversely affect the exclusion from gross income of the interest on the Bonds for federal income tax purposes and an opinion of Counsel to the City to the effect that such transfer will not violate the provisions of Section 705 hereof.

(e) Series Rebate Accounts. Upon the issuance of a Series of Bonds, to the extent required by the Code in an opinion of Bond Counsel, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Rebate Account in the Rebate Fund. Such Account shall be administered in accordance with such Supplemental Indenture and any Tax Agreement related thereto.

(f) Series Subordinated Bond Accounts. Upon the issuance of a Series of Subordinated Bonds pursuant to a Subordinated Bond Indenture authorizing the issuance of Subordinated Bonds, such Subordinated Bond Indenture may, but shall not be required to, establish such Series Subordinated Bond Accounts within the Subordinated Bond Fund as may be required therein. Any moneys deposited in the Subordinated Bond Fund shall be held by the City, the appropriate trustees or paying agents under such Subordinated Bond Indenture for the purpose of holding, investing and paying such amounts as may be required by any such Subordinated Bond Indenture.

Section 505. Moneys To Be Held In Trust.

All moneys required to be deposited with or paid to the Trustee for deposit into the Funds and Accounts established pursuant to this Article shall be held by the Trustee in trust, and such moneys (other than moneys held in the Subordinated Bond Fund and the Rebate Fund, while so held) constitute part of the Trust Estate and are subject to the lien hereof for the benefit of the Bondholders.

Section 506. Investments.

Any moneys held as part of the Bond Fund or the Debt Service Reserve Fund shall be invested and reinvested by the Trustee in Investment Securities pursuant to the instructions of an Authorized City Representative. All such instructions delivered by the Authorized City Representative to the Trustee shall be in accordance with all restrictions contained in any applicable Supplemental Indenture. Any monies in the Series Principal Accounts and the Series Interest Accounts shall be invested in Investment Securities maturing no later than the respective Payment Date next following such investment. Any such investments shall be deemed at all times a part of the Fund or Account for which they were made. Any interest accruing on or profit realized for the investment of any moneys held as part of the Bond Fund shall be credited or charged to the specific Account of the Bond Fund in which such investment is held. Any interest accruing on or profit realized from the investment of any moneys held as part of the Debt Service Reserve Fund shall be credited or charged as set forth in Section 504(d) hereof. The Series Rebate Accounts within the Rebate Fund shall be invested in accordance with the provisions of the applicable Supplemental Indenture and/or Tax Agreement.

The Trustee shall sell and reduce to cash a sufficient amount of such investments of moneys in the Construction Fund, the Bond Fund, the Debt Service Reserve Fund (or the P.F.C. Revenue Fund or the Capital Fund, to the extent either Fund is then held by the Trustee) whenever the cash balance in such Fund is insufficient to pay amounts then due from such Fund.

Section 507. Excluded Funds; Transfers To Rebate Fund.

The foregoing provisions of this Article notwithstanding, (i) the Rebate Fund shall not be considered a part of the Trust Estate, and (ii) the Trustee shall be permitted to transfer moneys on deposit in any of the Trust Funds established under this Article and Article IV hereof to the Rebate Fund in accordance with the provision of the applicable Tax Agreement.

Section 508. Creation Of Accounts And Sub-Accounts.

The Trustee shall, at the written request of the City signed by an Authorized City Representative, or pursuant to a Supplemental Indenture, establish such Accounts within any of the Funds established under this Indenture, and sub-accounts within any of the Accounts established under this Indenture, as shall be specified in such Supplemental Indenture or such written request, for the purpose of identifying more precisely the sources of payments into and disbursements from such Funds, Accounts or sub-accounts or as shall be specified in a Supplemental Indenture or in order to provide for the further security of the Bonds.

The application of amounts deposited in such Accounts may be set forth in such written request, such Supplemental Indenture or such Subordinated Bond Indenture, but the establishment of any such Accounts or sub-accounts shall not alter or modify any of the requirements of this Indenture with respect to the deposit or use of the moneys in any Fund established hereunder.

Section 509. Capital Fund.

The City covenants and agrees that amounts in the Capital Fund shall be used whenever necessary to make payments required by Section 503(a) hereof when amounts in the P.F.C. Revenue Fund are insufficient or to make any required payments into the Rebate Fund. Amounts in the Capital Fund shall also be used for any lawful purposes relating to the Projects, or otherwise, as the City may from time to time determine, and as shall be permitted by the P.F.C. Act, the P.F.C. Regulations and the P.F.C. Approvals.

The City covenants and agrees that, notwithstanding the above, amounts in the Capital Fund shall not be used or encumbered for any purpose other than the payment of debt service on the Bonds, Subordinated Bonds or such transfers to the Debt Service Reserve Fund or Rebate Fund unless the payment is provided for in the then current Plan of Finance.

Article VI.

Redemption Of Bonds.

Section 601. Privilege Of Redemption And Redemption Price.

Bonds of any Series shall be subject to redemption prior to maturity in whole or in part, upon notice as provided in this Article, at such times, at such Redemption Prices plus accrued interest to the redemption date and upon such terms as may be specified in such Bonds, in this Indenture and in the Supplemental Indenture authorizing such Series.

Section 602. Redemption At The Election Or Direction Of The City.

In the case of any redemption of Bonds other than as provided in Section 603, the City shall give written notice to the Trustee of its election or direction to redeem, of the redemption date, of the Series to be redeemed, of the principal amounts of the Bonds of each maturity of such Series to be redeemed (which redemption dates, Series, maturities and principal amounts shall be determined by the City in its sole discretion, subject to any limitations with respect thereto contained in this Indenture and any Supplemental Indenture) and of any moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least forty-five (45) days prior to the redemption date or such shorter time as shall be acceptable to the Trustee. Upon the giving of such notice, the City, if it holds the amounts to be applied to the payment of the Redemption Price plus interest accrued and unpaid to the redemption date, shall pay to the Trustee or to the appropriate Paying Agents an amount in cash which, in addition to other moneys, if any, available therefor held by such Paying Agents, shall be sufficient to redeem on the redemption date at the Redemption Price thereof plus interest accrued and unpaid to the redemption date, all of the Bonds to be so redeemed.

Section 603. Redemption Other Than At City's Election Or Direction.

Whenever by the terms of this Indenture or the Supplemental Indenture authorizing any Series of Bonds, the Trustee is required to redeem Bonds otherwise than at the election or direction of the City, and subject to and in

accordance with the terms of this Article, the Trustee shall select the redemption date of the Bonds to be redeemed, unless otherwise specified in the Supplemental Indenture authorizing such Bonds, and give notice of redemption in the manner prescribed in Section 604 hereof.

Section 604. Notice Of Redemption.

(a) Notice of the call for any redemption of Bonds or any portion thereof shall be given by the Trustee by mailing a copy of such redemption notice by registered or first class mail at least thirty (30) days, but not more than sixty (60) days, prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books, stating that the interest on such Bonds (or portion thereof) shall cease to accrue after such date fixed for redemption.

(b) In addition to the provisions of Section 604(a) hereof:

(1) Notice of the redemption of any Bonds shall set forth the following:

(A) the Series name and designation and certificate numbers of the Bonds being redeemed;

(B) the C.U.S.I.P. numbers of the Bonds being redeemed;

(C) the principal amount of the Bonds being redeemed and the redeemed amount for each certificate (for partial calls);

(D) the redemption date;

(E) the Redemption Price;

(F) the date of issue;

(G) the maturity date of the Bonds being redeemed and, in the case of Bonds bearing interest at a Fixed Rate, the interest rate;

(H) the date of mailing of notices to Registered Owners and information services; and

(I) the Trustee's name and address with phone number.

(2) Redemption notices shall be sent by first class mail and, in addition, by certified mail, return receipt requested, to Registered Owners of One Million Dollars (\$1,000,000) or more of any Series of Bonds;

(3) Redemption notices shall also be sent by certified mail, return receipt requested, facsimile transmission or overnight delivery service

with the intention that they are received at least two (2) days prior to the date of mailing of notices to Registered Owners, to the following depository institutions:

- (i) The Depository Trust Company
711 Stewart Avenue
Garden City, New York 11530
Attention: Muni Reorganization Manager
Facsimile (omitted for printing purposes)
- (ii) Philadelphia Depository Trust Company
Reorganization Division
1900 Market Street
Philadelphia, Pennsylvania 19103
Attention: Bond Department
DEX (omitted for printing purposes)

If any such trust company ceases operations, notices shall be sent to its successor (if any);

(4) Redemption notices shall also be sent by certified mail, return receipt requested, at least thirty (30) days but not more than sixty (60) days prior to the redemption date to two (2) national information services that disseminate redemption information as determined by the City;

(5) A second redemption notice shall be sent by certified mail, return receipt requested not more than sixty (60) days after the redemption date to any Registered Owner of a Bond called for redemption who has not presented such Bonds, as applicable, within thirty (30) days following the redemption date; and

(6) In the event of an advance refunding of the Bonds, a notice of such event shall be given as required above for redemptions at least thirty (30) days but not more than sixty (60) days prior to the actual redemption date;

provided, however, that failure to comply with the provisions of this paragraph (b) shall not affect the validity of proceedings for the redemption of the Bonds and shall not constitute an Event of Default or any similar violation of the City's covenants with such Owners.

(c) Failure to give any required notice of redemption as to any particular Bonds shall not affect the validity of the call for redemption of any Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice.

Section 605. Partial Redemption Of Bonds.

(a) In case a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond (equal to such minimum Authorized Denomination or any integral multiple thereof) may be redeemed, but such Bond shall be redeemed only in a principal amount equal to such minimum Authorized Denomination or any integral multiple thereof.

(b) Upon the Owner's surrender of any Bond for redemption in part only, the City shall execute and the Trustee shall authenticate and deliver to such Owner, at the expense of the City, a new Bond or Bonds of Authorized Denomination or Denominations in aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

(c) If the Owner of any such Bond of a denomination greater than the minimum Authorized Denomination shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption (and to that extent only).

Section 606. Selection Of Bonds For Redemption.

Unless otherwise provided in a Supplemental Indenture, if fewer than all of the Bonds of like Series and maturity are called for redemption, the Trustee shall select the Bonds or portions thereof to be redeemed, from the Bonds Outstanding not previously called for redemption, in such manner as in the Trustee's sole discretion it shall deem appropriate and fair. The Trustee shall promptly notify the City in writing of the Bonds or portions thereof selected for redemption.

Section 607. Effect Of Calling For Redemption.

If notice of redemption is given as described above and sufficient funds for the payment of the Redemption Price of such Bonds plus interest accrued and unpaid (or portions thereof) to the redemption date are held for the purpose of such payment by the Trustee, then such Bonds (or portions thereof) so called for redemption shall, on the redemption date, cease to bear interest and shall no longer be deemed Outstanding under or secured by the lien of this Indenture, except that the Owners thereof shall be entitled to receive payment of the Redemption Price thereof and the accrued interest thereon to the date of redemption and, to the extent provided in Section 605 hereof, to receive Bonds for any unredeemed portion of Bonds.

*Article VII.**Covenants Of The City.***Section 701. Punctual Payment Of Bonds.**

The City shall promptly pay the principal of, premium, if any, and interest on the Bonds of any Series issued hereunder and under a Supplemental Indenture on the dates and in the manner provided in such Bonds and in this Indenture and any Supplemental Indenture, but only from the amounts assigned to and held by the Trustee under this Indenture and any Supplemental Indenture.

Section 702. Further Assurances.

The City shall execute and deliver such further instruments, and do such further acts, as may be reasonably required for effectuating the intention of this Indenture, and for the better assuring, assigning and confirming to the Trustee of the Trust Estate and all other amounts assigned under this Indenture and any Supplemental Indenture for the payment of the Bonds of any Series issued hereunder and under a Supplemental Indenture.

Section 703. Equality Of Security.

All Bonds, regardless of Series, date of issuance and date of sale, shall be secured by the pledge contained in Section 204 hereof; and the security so pledged shall not be used for any other purpose except as expressly permitted by the terms of this Indenture or a Supplemental Indenture, so long as any Bonds remain Outstanding and unpaid.

Section 704. Equality Of Bonds.

All Bonds authorized hereunder shall be on a parity and rank equally without preference, priority or distinction over any other thereof with respect to the pledge contained in Section 204 hereof, regardless of the time or times of their issue, and the provisions, covenants and agreements set forth herein to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the holders of any and all Bonds of each Series.

Section 705. Compliance With P.F.C. Act, P.F.C. Regulations And P.F.C. Approvals.

The City covenants that it will comply with all provisions of the P.F.C. Act and the P.F.C. Regulations applicable to the City and all provisions of the P.F.C. Approvals, and that it will not take any action or omit to take any action with respect to the P.F.C. Revenues, the Projects or otherwise if such action or omission would, pursuant to the P.F.C. regulations, cause the termination of the City's authority to impose passenger facility charges or prevent the use of the P.F.C. Revenues as contemplated by this Indenture. The City covenants that all moneys in the P.F.C. Revenue Fund and the Capital Fund will be used in compliance with all provisions of the P.F.C. Act and the P.F.C. Regulations applicable to the City and all provisions of the P.F.C. approvals. Without limiting the generality of the foregoing, the City covenants that, to the extent necessary to comply with the foregoing covenant:

(a) it will diligently seek approval to use P.F.C. Revenues for the Projects within the time periods set forth in the P.F.C. Regulations and will begin implementation of the Projects within the time periods set forth in the P.F.C. Regulations;

(b) it (i) will impose a passenger facility charge to the full extent authorized, (ii) will not unilaterally decrease the level of the passenger facility charge to be collected from any passenger, (iii) will unilaterally increase the total approved passenger facility charge revenue pursuant to P.F.C. Regulations §158.37(a) to the extent necessary to pay the debt service of the Bonds and any Subordinate Bonds and (iv) will apply for an additional increase in total approved passenger facility charge revenue pursuant to P.F.C. Regulations §158.37(b) to the extent the City projects such increase may be necessary to pay the debt service of the Bonds and any Subordinate Bonds;

(c) it will not impose any noise or access restriction at O'Hare not in compliance with the Airport Noise and Capacity Act of 1990, Pub. L 101-508, Title IX, Subtitle D;

(d) it will take all action reasonably necessary to cause all collecting air carriers to collect and remit to the City all passenger facility charges at O'Hare required by the P.F.C. Regulations to be so collected and remitted;

(e) it will contest any attempt by the Federal Aviation Administration to terminate or suspend the City's authority to impose, receive or use passenger facility charges at O'Hare prior to the charge expiration date or the date total approved passenger facility charge revenue has been collected; and

(f) it will not modify the Projects in such manner as would cause the remaining amount of P.F.C. Revenues that may be collected by the City pursuant to the P.F.C. Regulations, together with amounts on deposit in the Bond Fund, the Debt Service Reserve Fund, and any unencumbered amounts on deposit in the Capital Fund, to be less than the remaining aggregate debt service payable on the Bonds and the Subordinated Bonds as provided in the then current Plan of Finance.

Section 706. Against Pledge Of P.F.C. Revenues.

The City shall not hereafter issue any bonds, notes, or other evidences of indebtedness secured by all or any portion of the Trust Estate in Section 204, other than the Bonds, and shall not create or cause to be created any lien or charge on P.F.C. Revenues, or any other amounts pledged for the benefit of holders of Bonds under this Indenture; provided, however, that neither this Section nor any other provision of this Indenture shall prevent the City from (a) issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of, P.F.C. Revenues to be derived on and after such date as the pledge contained in Section 204 hereof shall be discharged and satisfied as provided in Article XI hereof or (b) from issuing bonds, notes or other evidences of indebtedness which are payable out of, or secured by, the pledge of amounts which may be withdrawn from the Subordinated Bond Fund.

Section 707. Protection Of Pledge.

The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge contained in Section 204 hereof and all the rights of the Bondholders under this Indenture against all claims and demands.

Section 708. [Intentionally Omitted]

Section 709. Tax Covenants.

(a) The City covenants not to take any action, or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on the Bonds (other than Bonds issued as taxable bonds) to become includible in the gross income of the holders of the Bonds for federal income tax purposes, other than a holder who is a "substantial user" or "related person" within the meaning of such terms as defined in the Code.

(b) The City further covenants that it will not take any action or omit to take any action with respect to the investment of the proceeds of any Series

of Bonds or with respect to P.F.C. Revenues which would result in causing Bonds of any Series to constitute "arbitrage bonds" within the meaning of such term as defined in the Code.

(c) In furtherance of the covenants in this Section, the City will, if deemed necessary by Bond Counsel, execute a Tax Agreement containing such representations and covenants or shall make any such specific representations or covenants in the Supplemental Indenture pursuant to which any Series of Bonds are issued, as deemed necessary in the opinion of Bond Counsel to insure that the City complies with the provisions of this Section.

Section 710. Annual Audit.

The City covenants that it will comply with any audit requirements of the P.F.C. Regulations applicable to it and any audit requirements of the P.F.C. Approvals (a "required audit"). As soon as practicable, the City shall furnish the Trustee with a copy of each required audit. The City covenants that it shall cause a copy of each such required audit to be mailed, postage prepaid, to the holders of any Bonds requesting copies thereof. Each such required audit shall be available for inspection at reasonable times by the holders of the Bonds at the office of the Chief Financial Officer.

Section 711. Certain Credit Facility Permitted Covenants.

In the event that the City issues a Series of Bonds under this Indenture and under a Supplemental Indenture secured by a Credit Facility, the City may make reasonable covenants and agreements with the Credit Provider including, but not limited to, covenants and agreements related to the following:

(a) the amount of the Series Debt Service Reserve Requirement and the rate of funding or reimbursement, which shall not be less than the requirements provided herein;

(b) the use of cash or available investments on deposit in the Series Debt Service Reserve Account to pay debt service before or after payments pursuant to the Credit Facility;

(c) the application and priority of amounts deposited to the credit of the Bond Fund after payments pursuant to the Credit Facility to reimburse the Credit Provider;

(d) reasonable advance notice of the need for provision of funds under the Credit Facility;

(e) the status of the Credit Provider as a third party beneficiary of the rights granted under this Indenture and its ability to enforce the provisions of this Indenture to the extent such rights may in fact benefit the Credit Provider;

(f) the amendment of the substantive provisions of this Indenture as subject to the consent of the Credit Provider, but on the condition that such consent not be unreasonably withheld; and

(g) limitations on the exercise of the rights of optional redemption with respect to such Series of Bonds.

Section 712. Power To Issue Bonds And Make Pledge.

The City is duly authorized under all applicable laws to issue the Bonds and to adopt this Indenture and to make the pledge contained in Section 204 hereof in the manner and to the extent therein provided. The P.F.C. Revenues and moneys and securities so pledged are and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge contained in Section 204 hereof and all corporate or other action on the part of the City to that end has been and shall be duly and validly taken. The Bonds and the provisions of this Indenture are and shall be valid and legally enforceable obligations of the City in accordance with their terms and the terms of this Indenture. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge contained in Section 204 hereof and all the rights of the Bondholders under this Indenture against all claims and demands.

Section 713. Management Of O'Hare.

The City shall not take any action which would cause the Administrator of the Federal Aviation Administration, Department of Transportation, or any successor to the powers and authority of such Administrator, to suspend or revoke O'Hare's operating certificates issued under the Federal Aviation Act of 1958, or any successor statute. The City shall comply with all valid acts, including the acts, rules, regulations, orders and directives of any governmental, legislative, executive, administrative or judicial body applicable to O'Hare, unless the same shall be contested in good faith, all to the end that O'Hare shall remain in operation at all times.

Section 714. Operation Of O'Hare.

The City covenants that it will at all times use reasonable efforts to keep O'Hare open for landings and takeoffs of aircraft of any type using facilities similar to those at O'Hare and to maintain the powers, duties and obligations now reposed in it pursuant to law, and will not at any time

voluntarily do, suffer or permit any act or thing the effect of which would be to delay or imperil either the payment of the indebtedness evidenced by any of the Bonds or Subordinated Bonds or the performance or observance of any of the covenants herein contained.

Section 715. Plan Of Finance; Plan Of Finance Compliance Certificate.

The City covenants and agrees that all moneys in the P.F.C. Revenue Fund and the Capital Fund shall be used only in compliance with the then current Plan of Finance. The Plan of Finance may be amended by the City from time to time by filing the amendment with the Trustee accompanied by a Plan of Finance Compliance Certificate in substantially the form attached to this Indenture as (Sub)Exhibit E executed by the Executive Officer which demonstrates, based upon projected P.F.C. Revenues, then current P.F.C. Approvals and proposed redemptions of Bonds that there will be sufficient P.F.C. Revenues which pursuant to then current P.F.C. Approvals will be available to pay, after giving effect to any proposed redemptions, Pro Forma Debt Service on all Outstanding Bonds, Subordinated Bonds and proposed Series of Bonds.

No later than _____ 1 of each year while Bonds are Outstanding, commencing in 199__, the City covenants that it will file with the Trustee a Plan of Finance Compliance Certificate in substantially the form attached to this Indenture as (Sub)Exhibit E executed by the Executive Officer which demonstrates that under the then current Plan of Finance or an attached amendment, based upon projected P.F.C. Revenues, then current P.F.C. Approvals and proposed redemptions of Bonds that there will be sufficient P.F.C. Revenues which pursuant to then current P.F.C. Approvals will be available to pay, after giving effect to any proposed redemptions, Pro Forma Debt Service on all Outstanding Bonds, Subordinated Bonds and proposed Series of Bonds.

Section 716. Restrictions On Sale Or Transfer Of Airport.

(a) The sale, conveyance, mortgage, encumbrance or other disposition, directly or indirectly, of all or substantially all of O'Hare or the transfer, directly or indirectly, of control, management or oversight, or any material aspect of control, management or oversight of O'Hare, whether of its properties, interests, operations, expenditures, revenues (including, without limit, P.F.C. Revenues, any revenues under the General Airport Revenue Bond Ordinance or revenues under the International Terminal Indenture) or otherwise (any of the foregoing being referred to for purposes of this Section 716 as a "transfer") shall not occur unless and until all of the following conditions shall have been met:

(i) such transfer shall have been approved in writing by the Mayor of the City and by the City Council at a meeting duly called for such purpose;

(ii) evidence shall have been obtained in writing confirming that such transfer shall not adversely affect any rating on the Bonds issued by any Rating Agency;

(iii) a certificate shall have been received from an independent airport consultant, certifying that, in each calendar year during the five-year period commencing after the calendar year in which such transfer occurs, the P.F.C. Revenues to be derived, together with any cash balance held in the P.F.C. Revenue Fund [and the Capital Fund] on the first day of such calendar year not then required to be deposited in any Fund (or Account or sub-account thereof) and investment earnings for each such calendar year on moneys held in the Bond Fund and the Debt Service Reserve Fund to the extent that such earnings are not required hereby to be transferred to the Construction Fund, shall equal an amount not less than the greater of (1) the aggregate amounts that will be required pursuant to Section 503 hereof to be deposited during each such calendar year in the Bond Fund, the Debt Service Reserve Fund and the Subordinated Bond Fund and (2) one hundred fifty percent (150%) of the Pro Forma Annual Debt Service on the Bonds and Subordinated Bonds with respect to the Bond Year commencing during each such calendar year reduced by an amount equal to the aggregate amount held in all Series Capitalized Interest Accounts for disbursement during such Bond Year to pay interest on Bonds and any Subordinated Bonds;

(iv) written consent to such transfer shall have been received from the holders of all Bonds and Subordinated Bonds then Outstanding;

(v) written consent to such transfer shall have been received from the Trustee;

(vi) written consent to such transfer shall have been received from each Credit Provider;

(vii) written consent to such transfer shall have been received from the Chicago-Gary Regional Airport Authority (the "Authority") pursuant to Section 10-20 of the compact between the City and the City of Gary dated April 15, 1995 Relating to the Establishment of the Chicago-Gary Regional Airport Authority (the "Compact"); and

(viii) there shall be deposited with the Trustee for the benefit of the holders of all then Outstanding Bonds and Subordinated Bonds a letter of credit, surety bond or Qualified Investments in the full amount of the then Outstanding Bonds and Subordinated Bonds, such letter of credit or surety bond to have a credit rating of not less than "Aa" or "AA" or their equivalents by Moody's Investors Service, Inc. and Standard & Poor's Ratings Group, or their successors; provided, however, that no O'Hare

revenues (including, without limitation, P.F.C. Revenues, any revenues under the General Airport Revenue Bond Ordinance or revenues under the International Terminal Indenture) shall be pledged, or in any way used, to secure any such letter of credit or surety bond.

(b) P.F.C. Revenues shall not be used, directly or indirectly for, or pledged to the payment of, or the payment of, any obligations issued to fund, in whole or in part, any projects at, related to or for the benefit of any airport or planned airport other than the Airports, provided, however, that subject to Sections 705 and 715 hereof, the City may use P.F.C. Revenues, or the proceeds of Bonds or Subordinated Bonds, to fund any and all costs related to the acquisition of the military facilities at O'Hare and/or relocation of the military facilities at O'Hare to another location.

(c) For purposes of Section 801(b) hereof, the performance of the covenants contained in this Section 716 shall be deemed to be material to the Bondholders. The Trustee, any holder of Bonds or Subordinated Bonds and the City each shall have the separate right to enforce any of the provisions of subparagraphs (a) and (b) of this Section 716 through any suit, action, mandamus or other proceeding in equity or at law, including, but not limited to, an action to enjoin any exercise of control over O'Hare or any aspect thereof as aforesaid, any other transfer defined above or any attempt to use P.F.C. Revenues in violation of (b) above.

(d) The exercise by the Authority of any powers with respect to O'Hare under the Compact, as it may be amended from time to time, shall not be deemed a "transfer" for purposes of this Section 716.

Article VIII.

Defaults And Remedies.

Section 801. Events Of Default.

An "Event of Default" is the occurrence of any of the following:

(a) a failure to pay principal of, or premium, if any, or interest on any Bond when due, at maturity or upon redemption or otherwise; or

(b) a failure by the City to perform any of its agreements in this Indenture, a Supplemental Indenture or the Bonds (except a failure that results in an Event of Default under clause (a) above), the performance of which is material to the Bondholders, and the failure continues after notice to the City of such failure, specifying the failure, requiring that the same be remedied and stating that such notice is a "Notice of Default"

hereunder, by registered or certified mail shall have been given by the Trustee or by the holders of not less than twenty-five percent (25%) in principal amount of the Outstanding Bonds, and the City shall have had forty-five (45) days after receipt of such notice (or such longer period as the Trustee or such Bondholders, as applicable, shall have agreed to in writing prior to the expiration of such period) to correct said failure or cause said failure to be corrected, and shall not have corrected said failure or caused said failure to be corrected within the applicable period.

Section 802. Remedies.

(a) Upon the happening and continuance of any Event of Default specified in paragraph (a) of Section 801, the Trustee shall proceed, or upon the happening and continuance of any Event of Default specified in paragraph (b) of Section 801, the Trustee may proceed, and upon the written request of the holders of not less than twenty-five percent (25%) in principal amount of the Outstanding Bonds, shall proceed, in its own name, subject to the provisions of this Section, to protect and enforce its rights and the rights of the Bondholders by such of the following remedies as the Trustee, being advised by Counsel, shall deem most effectual to protect and enforce such rights:

(i) by mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Bondholders, including the rights to require the City to comply with Section 705 hereof and to require the City to carry out any other covenant or agreement with Bondholders and to perform its duties under this Indenture;

(ii) by bringing suit upon the Bonds;

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

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

(b) In the enforcement of any rights and remedies under this Indenture, the Trustee shall be entitled to sue for, enforce payment on and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City but only out of moneys pledged as security for the Bonds for principal, Redemption Price, interest or otherwise, under any provision of this Indenture or of the Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to recover and enforce a judgment or decree against the City for any portion of such

amounts remaining unpaid, with interest, costs and expenses, and to collect from any moneys available under this Indenture for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 803. Waiver Of Past Defaults.

The holders of a majority in principal amount of the Bonds then outstanding together, by notice to the Trustee, may waive an existing Event of Default and its consequences. No such waiver shall extend to any subsequent or other Event of Default or impair any right consequent to it.

Section 804. Control By Majority.

The holders of a majority in principal amount of the Bonds then outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or, subject to Section 901, that the Trustee determines is unduly prejudicial to the rights of other Bondholders, or would involve the Trustee in personal liability.

Section 805. Limitation On Suits.

A Bondholder may not pursue any remedy with respect to this Indenture or the Bonds, unless (a) the holder gives the Trustee notice stating that an Event of Default is continuing; (b) the holders of at least twenty-five percent (25%) in principal amount of the Bonds then outstanding make a written request to the Trustee to pursue the remedy; (c) such holder or holders offer to the Trustee indemnity reasonably satisfactory to the Trustee against any loss, liability or expense; and (d) the Trustee does not comply with the request within sixty (60) days after receipt of the request and the offer of indemnity. Notwithstanding the foregoing each Bondholder in its own name may bring suit for the enforcement of the covenants contained in Section 716 hereof without any notice to the Trustee or any other party.

A Bondholder may not use this Indenture to prejudice the rights of another Bondholder or to obtain a preference or priority over any other Bondholders.

Section 806. Rights Of Holders To Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any holder to receive payment of principal of and interest on a Bond, on or after the due dates expressed in the Bond, or to bring suit for the enforcement of

any such payment on or after such dates, shall not be impaired or affected without the consent of the holder.

Section 807. Priorities.

If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order:

- First: To the Trustee for amounts to which it is entitled under Section 905 hereof.
- Second: To Bondholders for amounts due and unpaid on the Bonds for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Bonds for principal and interest, respectively.

The Trustee may fix a Payment Date for any payment to the Bondholders.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the Trustee, or otherwise setting aside such moneys in trust for the proper purpose, shall constitute proper application by the Trustee and Trustee shall incur no liability whatsoever to the City, to any Bondholder or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date upon which such application is to be made and upon such date interest on the amounts or principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate for the fixing of any such date. The Trustee shall not be required to make payment to the holder of any Bond unless such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 808. Undertaking For Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit other than the Trustee of an undertaking to pay the costs

of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit other than the Trustee, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee or a suit by holders of more than ten percent (10%) in principal amount of the Bonds then Outstanding.

Section 809. Possession Of Bonds By Trustee Not Required.

All rights of action under this Indenture or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the holders of such Bonds, subject to the provisions of this Indenture.

Section 810. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Bondholders by this Indenture is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 811. Transfer Of P.F.C. Revenue Fund And Capital Fund To The Trustee.

The City shall promptly transfer all moneys and securities in the P.F.C. Revenue Fund and the Capital Fund to the Trustee and such Funds shall be thereafter held by the Trustee as part of the Trust Estate in the event:

(a) there shall occur an Event of Default hereunder; or

(b) amounts in a Series Debt Service Reserve Account are used to pay principal of or interest on Bonds and the amount in such account is not restored to the Series Debt Service Reserve Requirement within ____ months.

The City shall promptly transfer all or any portion of moneys and securities in the P.F.C. Revenue Fund and/or the Capital Fund to the Trustee to be held by the Trustee as part of the Trust Estate if the P.F.C. Act, the P.F.C. Regulations or the P.F.C. Approvals require such Funds to be held by the Trustee. In such event such Fund or Funds shall be held by the Trustee for such period as shall be required by the P.F.C. Act, the P.F.C. Regulations or the P.F.C. Approvals.

The City may elect to transfer all or any portion of moneys and securities in the P.F.C. Revenue Fund and/or the Capital Fund to the Trustee to be held by the Trustee as part of the Trust Estate. In such event such Fund or Funds shall be held by the Trustee for such period as the City may direct.

Article IX.

Concerning The Fiduciaries.

Section 901. Acceptance Of Appointment; Duties Of Trustee.

(a) By execution hereof or by authenticating one or more Bonds, the Trustee shall evidence the acceptance of the powers, duties and obligations of the Trust Estate herein, but only as specifically set forth herein. The Trustee shall have no duty, responsibility or obligation for the issuance of Bonds or for the validity or exactness hereof, or of any other document relating to such issuance. The Trustee shall have no duty, responsibility or obligation for the payment of Bonds except for payment in accordance with the terms and provisions hereof from, and to the extent of, funds which are held in trust by the Trustee for the purpose of such payment.

(b) If an Event of Default has occurred and is continuing, the Trustee shall exercise its rights and powers and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(c) Except during the continuance of an Event of Default:

(i) the Trustee need perform only those duties that are specifically set forth in this Indenture and any Supplemental Indenture and no others; and

(ii) in the absence of bad faith or its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates and opinions to determine whether they conform to the requirements of this Indenture.

(d) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section;

(ii) the Trustee shall not be liable for any error or judgment made in good faith by any employee of the Trustee assigned by the Trustee to administer its corporate trust matters (a "Responsible Officer"), unless the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 804 hereof; and

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

(e) Every provision of this Indenture that in any way relates to the Trustee is subject to all the paragraphs of this Section.

(f) The Trustee may refuse to perform any duty or exercise any right or power, unless it receives indemnity satisfactory to it against any loss, liability or expense.

(g) The Trustee shall not be liable for interest on any cash held by it, except as the Trustee may agree with the City.

Section 902. Rights Of Trustee.

Subject to the foregoing Section:

(a) The Trustee may rely on any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not independently investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require a certificate of an appropriate officer or officers of the City or an opinion of Counsel; provided that it may not require such a certificate as a condition to declaring the principal of and interest on the Bonds to be due immediately under Section 802, to drawing on any Credit Facility or to making any payment on the Bonds. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the certificate or opinion of Counsel.

(c) The Trustee may act through agents (including Paying Agents or Tender Agents) or co-trustees and shall not be responsible for the misconduct or negligence of any agent or co-trustee appointed with due care; provided, however, that the Trustee shall not appoint any Paying Agent or co-trustee without the prior written consent of the City.

Section 903. Individual Rights Of Trustee.

The Trustee in its individual or any other capacity may become the Owner, beneficial owner or pledgee of Bonds and may otherwise deal with the City with the same rights it would have if it were not Trustee. Any Paying Agent may do the same with like rights.

Section 904. Notice Of Defaults.

The Trustee shall notify Bondholders within thirty (30) days of the occurrence of an Event of Default under Section 801 hereof or the occurrence of an event known to the Trustee which could lead to an Event of Default as a result of the passage of time or the giving of notice, or both, including any event that shall have occurred but shall not yet constitute an Event of Default by reason of any cure period provided herein. Any Bondholder of One Million Dollars (\$1,000,000) or more in principal amount of the Bonds may request in writing that the Trustee send to such owner a copy of any notice of an Event of Default or notice of redemption to an address in addition to the address of the Registered Owner thereof recorded on the registration books of the City. For purposes of this Section, the term "Bondholder" shall include any person that is a beneficial owner of Bonds registered in the name of a depository institution as evidenced to the satisfaction of the Trustee.

Section 905. Compensation And Indemnity Of Trustee.

For acting under this Indenture, the Trustee shall be entitled to payment of reasonable fees for its services and reimbursement of advances, Counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with its services under this Indenture.

To secure the payment or reimbursement to the Trustee provided for in this Section, the Trustee shall have a senior claim, to which the Bonds are made subordinate on all money or property held or collected by the Trustee, except that held in the Rebate Fund and under Article XI hereof or otherwise held in trust to pay principal of and interest on particular Bonds.

Section 906. Eligibility Of Trustee.

This Indenture shall always have a Trustee that is a corporation organized and doing business under the laws of the United States or any state or the District of Columbia, is authorized under such laws to exercise corporate trust powers, is subject to supervision or examination by United States, state or District of Columbia authority.

Section 907. Resignation Or Removal Of Trustee.

The Trustee may resign upon thirty (30) days prior written notice to the City. The holders of a majority in principal amount of the Bonds then outstanding may remove the Trustee by notifying the removed Trustee and may appoint a successor Trustee with the City's consent. The City may at any time remove the Trustee by a written instrument signed by an Executive Officer.

If the Trustee fails to comply with the removal requirements of this Section, any Bondholder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

The resignation or removal of the Trustee shall not take effect until a successor Trustee shall have been duly appointed and shall have accepted the responsibility of acting as Trustee hereunder.

Section 908. Appointment Of Successor Trustee.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the City shall promptly appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the City. Immediately thereafter, the retiring Trustee shall transfer all property held by it as Trustee to the successor Trustee, the resignation or removal of the retiring Trustee shall then (but only then) become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture.

If a successor Trustee does not take office within sixty (60) days after the retiring Trustee resigns or is removed, the retiring Trustee, the City or the holders of a majority in principal amount of the Bonds then Outstanding may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 909. Appointment And Acceptance Of Duties Of Paying Agents.

(a) The Executive Officer may appoint one or more Paying Agents for the Bonds of any Series in the Supplemental Indenture authorizing such Bonds or shall appoint such Paying Agent or Paying Agents by ordinance or resolution of the City Council adopted prior to the authentication and delivery of such Bonds, and may at any time or from time to time appoint one or more other Paying Agents in the manner and subject to the conditions set forth in this Section. The Trustee may be appointed and may act as a Paying Agent.

(b) Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by written instrument of acceptance executed and delivered to the City and the Trustee.

(c) The principal or corporate trust offices of the Paying Agents are hereby designated as the respective agencies of the City for the payment of the interest on, and principal or Redemption Price of, the Bonds.

Section 910. Successor Trustee Or Paying Agent Or Merger.

If the Trustee or the Paying Agent consolidates with, merges or converts into, or transfers all or substantially all its assets (or, in the case of a bank or trust company, its corporate trust assets) to, another corporation, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee or Paying Agent.

Section 911. Remarketing Agent.

In the Supplemental Indenture pursuant to which a Series of Bonds is issued, the City may appoint a Remarketing Agent with respect to such Series of Bonds if the terms thereof provide for the remarketing thereof. Each Remarketing Agent so appointed and any successor thereto, shall designate to the Trustee its principal office and signify its acceptance of the duties and obligations imposed upon it by such Supplemental Indenture by entering into a Remarketing Agreement under which the Remarketing Agent will agree to perform the duties specified in such Supplemental Indenture and such Remarketing Agreement.

Section 912. Tender Agent.

In the Supplemental Indenture pursuant to which a Series of Bonds is issued, the City may appoint a Tender Agent with respect to such Series of Bonds to provide for the purchase of the Bonds.

Section 913. Book-Entry System.

The City may provide in a Supplemental Indenture for a Series of Bonds that such Series, or any part thereof, shall be issued under a book-entry system. If the City so provides, the applicable Supplemental Indenture shall designate one or more Book-Entry Depositories for the Series and shall describe the manner of the City's participation in the book-entry system applicable to the Series, or any part thereof, and shall approve the City's entry into any agreement which the City may enter into with such Book-Entry Depository or Depositories.

Article X.

Supplemental Indentures.

Section 1001. Without Consent Of Bondholders.

The City and the Trustee may amend or supplement this Indenture or the Bonds without notice to or consent of any Bondholder:

- (a) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision;
- (b) to grant to the Trustee for the benefit of the Bondholders, additional rights, remedies, powers or authority;
- (c) to subject to this Indenture additional collateral or to add other agreements or covenants of the City;
- (d) to modify this Indenture or the Bonds to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;
- (e) to facilitate the use of the book-entry system (or any successor depository);
- (f) to evidence the succession of a new Trustee or the appointment by the Trustee;
- (g) to make any change that does not materially adversely affect the rights of any Bondholder;
- (h) to close this Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Indenture on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;

(i) to authorize a Series and, in connection therewith, specify and determine the matters and things referred to in Section 206 or Section 207 hereof, as the case may be, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Bonds;

(j) to confirm, as further assurance, the pledge under Section 204, and the subjection to any lien, claim or pledge created or to be created by, this Indenture;

(k) to facilitate the issuance of Bonds of any applicable Series to bear interest at the Variable Rate;

(l) to implement the covenants of the City as provided in Section 711 hereof and otherwise to facilitate the use of any Credit Facility; and

(m) to modify any of the provisions of this Indenture in any respect whatever; provided that (i) such modification shall be, and be expressed to be, effective only after all Bonds Outstanding at the date of the adoption of such Supplemental Indenture shall cease to be Outstanding, and (ii) such Supplemental Indenture shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Indenture and of Bonds issued in exchange therefor or in place thereof.

Section 1002. With Consent Of Bondholders.

If an amendment of or supplement to this Indenture or the Bonds without any consent of Bondholders is not permitted by the preceding Section, the City and the Trustee may enter into such amendment or supplement without notice to any Bondholders but with the consent of the holders of at least a majority in principal amount of the Bonds then outstanding. However, without the consent of each Bondholder affected, no amendment or supplement may (a) extend the maturity of the principal of, or interest on, any Bond; (b) reduce the principal amount of, or rate of interest or premium on, any Bond; (c) effect a privilege or priority of any Bond or Bonds over any other Bond or Bonds; (d) reduce the percentage of the principal amount of the Bonds required for consent to such amendment or supplement; (e) impair the excludability of interest from the gross income of the owners thereof for federal income tax purposes; (f) create a lien ranking prior to or on a parity with the lien of this Indenture on the property described in the Granting Clauses of this Indenture; (g) deprive any Bondholder of the lien created by this Indenture on such property; or (h) amend Section 716 of this Indenture. In addition, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to Article XI hereof for the payment of Bonds and those Bonds shall not in fact have been actually paid in full, no

amendment to the provisions of that Article shall be made without the consent of the holder of each of those Bonds affected.

Section 1003. Effect Of Consents.

After an amendment or supplement becomes effective, it will bind every Bondholder unless it makes a change described in any of the lettered clauses of the preceding Section. In that case, the amendment or supplement will bind each Bondholder who consented to it and each subsequent holder of a Bond or portion of a Bond evidencing the same debt as the consenting holder's Bond.

Section 1004. Notation On Or Exchange Of Bonds.

If an amendment or supplement changes the terms of a Bond, the Trustee may require the holder to deliver it to the Trustee. The Trustee may place an appropriate notation on the Bond concerning the changed terms and return it to the holder. Alternatively, if the Trustee and the City determine, the City in exchange for the Bond shall issue and the Trustee shall authenticate a new Bond that reflects the changed terms.

Section 1005. Signing By Trustee Of Amendments And Supplements.

The Trustee shall sign any amendment or supplement to the Indenture or the Bonds authorized by this Article if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may, but need not, sign it. In signing an amendment or supplement, the Trustee shall be entitled to receive and (subject to Section 901 hereof) shall be fully protected in relying on an opinion of Counsel stating that such amendment or supplement is authorized by this Indenture.

Section 1006. Notice To Bondholders.

The Trustee shall cause notice of the execution of each supplement or amendment to this Indenture to be mailed to the Bondholders. The notice shall, at the option of the Trustee, either (i) briefly state the nature of the amendment or supplement and that copies of it are on file with the Trustee for inspection by Bondholders or (ii) enclose a copy of such amendment or supplement.

*Article XI.**Discharge Of Indenture.***Section 1101. Bonds Deemed Paid; Discharge Of Indenture.**

Any Bond shall be deemed paid for all purposes of this Indenture when (a) payment of the principal of, premium, if any, and interest on the Bonds to the date due of such principal, premium, if any, and interest (whether at maturity, upon redemption or otherwise) (1) has been made in accordance with the terms of the Bonds or (2) has been provided for by depositing with the Trustee moneys sufficient to make such payment and/or Government Obligations maturing as to principal and interest (without reinvestment thereof) in such amounts and at such times as shall generate the availability of sufficient moneys to make such payment, and (b) all compensation and expenses of the Trustee pertaining to each Bond in respect of which such deposit is made have been paid or provided for to the Trustee's satisfaction. When a Bond is deemed paid, it shall no longer be secured by or entitled to the benefits of this Indenture or be an obligation of the City, except for payment from moneys or Governmental Obligations under (a)(2) above, except that any Bond may be transferred, exchanged, registered, discharged from registration or replaced as provided in Article III hereof.

Notwithstanding the foregoing, no deposit under clause (a)(2) of the first paragraph of this Section shall be deemed a payment of a Bond until the City has furnished the Trustee an opinion of Bond Counsel stating that the deposit of such cash or Governmental Obligations will not cause the Bonds to become "arbitrage bonds" under Section 148 of the Code and (a) notice of redemption of the Bond is given in accordance with Article VI hereof or, if the Bond is not to be redeemed or paid within the next sixty (60) days, until the City has given the Trustee, in form satisfactory to the Trustee, irrevocable instructions (i) to notify, as soon as practicable, the holder of the Bond, in accordance with Article VI hereof, that the deposit required by (a)(2) above has been made with the Trustee and that the Bond is deemed to be paid under this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of the Bond, and, if the Bond is to be redeemed rather than paid, (ii) to give notice of redemption as provided in Article VI hereof for such Bond or (b) the maturity of the Bond.

When all Outstanding Bonds are deemed paid under the foregoing provision of this Section, the Trustee shall upon request acknowledge the discharge of the lien of this Indenture; provided, however, that the obligations under Article III hereof in respect of the transfer, exchange, registration, discharge from registration and replacement of Bonds shall survive the discharge of the lien of the Indenture.

No deposit shall be made or accepted and no use made of any such deposit which would cause any Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code.

Government Obligations and moneys held pursuant to this Section may be withdrawn by the City provided that there is substituted in place of such Government Obligations and moneys other Government Obligations and moneys sufficient for the purposes of this Section and, provided further, that prior to such substitution there is filed with the Trustee (i) a verification report signed by an Independent Accountant that the Government Obligations and moneys, as substituted, are sufficient to pay the principal and Redemption Price of, and interest on, all Bonds with respect to which provision for payment was made by deposit of such substituted Government Obligations pursuant to the provisions of this Section and (ii) an opinion of Bond Counsel to the effect that such substitution has been duly authorized in accordance with this Indenture and will not effect adversely the tax-exempt status of any Bonds previously authenticated and delivered under this Indenture.

Section 1102. Application Of Trust Money.

The Trustee shall hold in trust moneys or Governmental Obligations deposited with it pursuant to the preceding Section and shall apply the deposited money and the money from the Governmental Obligations in accordance with this Indenture only to the payment of principal of, premium, if any, and interest on the Bonds and to the payment of the purchase price of Bonds demanded to be purchased by holders.

Article XII.

Miscellaneous.

Section 1201. Notices.

Except as otherwise provided herein, all notices, certificates or other communications hereunder shall be deemed given to the parties required hereunder to receive such notice, certificate or communication when mailed by registered mail, postage prepaid, addressed as follows:

If To The City:

City of Chicago
Office of Chief Financial Officer
Room 501, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Chief Financial Officer

With A Copy To:

City of Chicago
Department of Aviation
Chicago O'Hare International
Airport
P.O. Box 66142
Chicago, Illinois 60666

Attention: Commissioner of the
Department of Aviation

If To The Trustee:

[Trustee]

Chicago, Illinois _____

Attention: _____

The Trustee shall promptly notify any Rating Agency then rating the Bonds upon any change in Trustee, any supplement or amendment to this Indenture or the payment or provision for payment of any Bonds.

Section 1202. Bondholders' Consents.

Any consent or other instrument required by this Indenture to be signed by Bondholders may be in any number of concurrent documents and may be signed by a Bondholder or by the holder's agent appointed in writing. Proof of the execution of such instrument or of the instrument appointing an agent and of the ownership of Bonds, if made in the following manner, shall be conclusive for any purposes of this Indenture with regard to any action taken by the Trustee under the instrument:

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

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of such Bonds and the date of holding shall be proved by the registration books kept pursuant to this Indenture.

Any consent or other instrument shall be irrevocable and shall bind any subsequent owner of such Bond or any Bond delivered in substitution therefor.

Section 1203. Limitation Of Rights.

Nothing expressed or implied in this Indenture or the Bonds shall give any person other than the Trustee, the City and the Bondholders any right, remedy or claim under or with respect to this Indenture.

Section 1204. Severability.

If any provision of this Indenture shall be determined to be unenforceable, that shall not affect any other provision of this Indenture.

Section 1205. Payments Due On Non-Business Days.

If a Payment Date is not a Business Day at the place of payment, then payment may be made at that place on the next Business Day, and no interest shall accrue for the intervening period.

Section 1206. Governing Law.

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

Section 1207. Captions.

The captions in this Indenture are for convenience only and do not define or limit the scope or intent of any provision, Article or Section of this Indenture.

Section 1208. Counterparts.

This Indenture may be signed in several counterparts. Each shall be an original, but all of them together shall constitute the same instrument.

Section 1209. Immunity Of Officers, Employees, Agents And Members Of City Council Of City.

No recourse shall be had for the enforcement of any obligation, promise or agreement of the City contained in this Indenture, any Supplemental

Indenture or in any Bond issued hereunder for any claim based thereon or otherwise in respect thereof, against any officer, employee or agent, or member of the City Council, as such, in his individual capacity, past, present or future, of the City or of any successor thereto, either directly or through the City or any successor thereto, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Indenture, any Supplemental Indenture and the Bonds, are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any officer, employee or agent, or member of the City Council, as such, past, present or future, of the City or of any successor thereto, either directly or through the City or any successor thereto, under or by reason of any of the obligations, promises or agreements contained herein, in any Supplemental Indenture or any Bonds, and that all personal liability of that character against every such officer, employee or agent, or member of the City Council of the City is by the execution of this Indenture and any Supplemental Indenture and as a condition of, and as part of the consideration for, the execution of this Indenture and each Supplemental Indenture, expressly waived and released.

In Witness Whereof, The City of Chicago has caused these presents to be signed and sealed in its name and behalf by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, [Trustee] has caused these presents to be signed and sealed in its name and behalf by its duly authorized signatories, all as of the first day of _____, 1996.

City of Chicago, Illinois

By: _____
Chief Financial Officer

[Seal]

Attest:

By: _____
City Clerk

[Trustee] as Trustee

3/26/96

REPORTS OF COMMITTEES

18911

By: _____
Authorized Officer

[Seal]

Attest:

By: _____
Authorized Officer

[(Sub)Exhibits "D" and "E" referred to in this Master Trust
Indenture unavailable at time of printing.]

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

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

Requisition Certificate

Costs Of Issuance

\$ _____

City Of Chicago

Chicago O'Hare International Airport

Passenger Facility Charge Revenue Bonds

Series _____.

[Trustee]

Chicago, Illinois _____

Attention: Corporate Trust Administration

Re: Direction to Make Disbursement from the Series _____
Costs of Issuance Account in the Construction Fund for
City of Chicago, Chicago O'Hare International Airport
Passenger Facility Charge Revenue Bonds, Series _____.

Pursuant to Section 402(a) of the Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, dated as of _____ 1, 1996 (the "Master Indenture"), from the City of Chicago (the "City") to [Trustee], as Trustee, and Section _____ of the First Supplemental Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series _____ dated as of _____, _____ (the "Supplemental Indenture"), from the City to the Trustee (the Master Indenture and the Supplemental Indenture are together referred to herein as the "Indenture"), you are hereby directed to disburse from the Series _____ Costs of Issuance Account in the Construction Fund established by the Indenture (the "Series _____ Costs of Issuance Account") the amount indicated in this requisition.

As required by the Indenture, the undersigned hereby certifies as follows:

1. This is requisition number _____ from the Series _____ Cost of Issuance Account.

2. The name and address of the department of the City, or the person, firm or corporation, to whom the disbursement is due is as follows:

3. The amount to be disbursed is \$_____.

4. The following generally identifies the nature and amount of the Costs of Issuance (as defined in the Indenture):

5. The amount of the disbursement referred to in paragraph 4 above, when added to all disbursements under any previous requisitions for the purpose of paying Costs of Issuance, does not exceed two percent (2%) of the original principal amount of the Series _____ Bonds issued pursuant to the Indenture [inapplicable to taxable bonds].

Dated this _____ day of _____, _____.

City of Chicago

By: _____
Authorized City Representative

(Sub)Exhibit "B".
(To Master Trust Indenture)

Requisition Certificate

Construction Account

\$ _____

City Of Chicago

Chicago O'Hare International Airport

Passenger Facility Charge Revenue Bonds

Series _____.

[Trustee]

Chicago, Illinois _____

Attention: Corporate Trust Administration

Re: Direction to Make Disbursement from the Construction Fund for
City of Chicago, Chicago O'Hare International Airport Passenger
Facility Charge Revenue Bonds, Series _____.

Pursuant to Section 404 of the Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, dated as of _____ 1, 1996 (the "Master Indenture"), from the City of Chicago (the "City") to [Trustee], as Trustee and Section _____ of the _____ Supplemental Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series _____, dated as of _____, _____ (the "Supplemental Indenture"), from the City to the Trustee (the Master Indenture and the Supplemental Indenture are together referred to herein as the "Indenture"), you are hereby directed to disburse from the Construction Fund established by the Indenture (the "Construction Fund") the amount indicated below.

As required by the Indenture, the undersigned hereby certifies as follows:

1. This is requisition number ____ from the Construction Fund.
2. Payment is sought from the Series ____ Account of the Construction Fund.
3. The name and address of the department of the City, or the person, firm or corporation, to whom the disbursement is due is as follows:

4. The amount to be disbursed is \$_____.

5. The disbursement requested in this requisition is for the purpose of paying costs of the Projects (as defined in the Indenture) incurred by the City and each item for which payment is requested is a proper charge against the Series ____ Construction Account in the Construction Fund and is due and has not been included in any prior requisition which has been paid and is in compliance, except to the extent that the applicable Supplemental Indenture provides otherwise, with the certificate as to expected use of proceeds delivered at closing of the Series ____ Bonds.

6. The payments requested herein are consistent with the current Plan of Finance to pay costs which, pursuant to the P.F.C. Approvals, are permitted to be paid from Bond proceeds.

Dated this _____ day of _____, 199__.

City of Chicago

By: _____
Authorized City Representative

(Sub)Exhibit "C".
(To Master Trust Indenture)

Requisition Certificate

Transfer Of Funds

\$ _____

City Of Chicago

Chicago O'Hare International Airport

Passenger Facility Charge Revenue Bonds

Series _____.

[Trustee]

Chicago, Illinois _____

Attention: Corporate Trust Administration

Re: Direction to Transfer Funds for City of Chicago, Chicago O'Hare
International Airport Passenger Facility Charge Revenue Bonds,
Series _____.

Pursuant to Section 406 of the Master Trust Indenture Securing Chicago
O'Hare International Airport Passenger Facility Charge Revenue Bonds,
dated as of _____ 1, 1996 (the "Master Indenture"), from the City of
Chicago (the "City") to [Trustee], as Trustee and the _____
Supplemental Trust Indenture Securing Chicago O'Hare International
Airport Passenger Facility Charge Revenue Bonds, Series _____, dated as of
_____, _____ (the "Supplemental Indenture"), from the City to the
Trustee (the Master Indenture and the Supplemental Indenture are together
referred to herein as the "Indenture"), you are hereby directed to transfer
moneys held under the Indenture as follows:

Attached hereto are executed copies of the Counsel's opinion and the
opinion of Bond Counsel required by Section 406(b)(ii) and (iii) of the Master
Indenture.

City of Chicago

By: _____
Authorized City Representative

Exhibit "B".

City Of Chicago

To

[Trustee],

As Trustee

First Supplemental Trust Indenture

Securing

Chicago O'Hare International Airport

Passenger Facility Charge Revenue Bonds,

Series 1996

Dated As Of _____ 1, 1996.

Supplementing a Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, dated as of _____ 1, 1996, between the City of Chicago and [Trustee], as Trustee.

This First Supplemental Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series 1996 (this "Supplemental Indenture") is dated as of _____ 1, 1996, and is from the City of Chicago (the "City"), a home rule unit, duly organized and validly existing under the Constitution and laws of the State of Illinois, to [Trustee], as Trustee (the "Trustee"), a _____ duly organized, validly existing and duly authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its principal corporate trust office located at _____, Chicago, Illinois _____.

Recitals.

Whereas, The City and the Trustee have entered into a Master Trust Indenture Securing Chicago O'Hare International Airport Passenger

Facility Charge Revenue Bonds, dated as of _____ 1, 1996 (the "Master Indenture"); and

Whereas, Within the limitations of and in compliance with Article II of the Master Indenture, the City is authorized to issue one or more Series of Bonds (as defined in the Master Indenture); and

Whereas, Pursuant to the Master Indenture, the City has determined to issue its Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series 1996 (the "Series 1996 Bonds") in order to finance costs of the Projects (as defined in the Master Indenture) and for related purposes; and

Whereas, Pursuant to the requirements of the Compact dated April 15, 1995 (the "Compact") between the City and the City of Gary, the Projects to be financed with the net proceeds of the Series 1996 Bonds constitute "Pre-Approved Capital Projects" as defined in the Compact or have been approved by the Chicago-Gary Regional Airport Authority pursuant to the Compact; and

Whereas, The Master Indenture provides that, in connection with the issuance of a Series of Bonds, the City shall execute and deliver to the Trustee a Supplemental Indenture (as defined in the Master Indenture) governing the issuance of such Series of Bonds and setting forth the provisions thereof; and

Whereas, The City has taken all action necessary to cause the Series of Bonds issued pursuant to this Supplemental Indenture and the Master Indenture, when authenticated by the Trustee and issued by the City, to be valid and binding limited revenue obligations of the City and to constitute this Supplemental Indenture a valid and binding instrument for the authorization of and security for the Series of Bonds issued pursuant to this Supplemental Indenture and the Master Indenture.

Now, Therefore, This First Supplemental Trust Indenture Witnesseth:

Article I.

Authority.

Section 101. Authority For This Supplemental Indenture.

This Supplemental Indenture is a Supplemental Indenture within the meaning of, and is executed pursuant to and in accordance with, the provisions of Article II and Article X of the Master Indenture and Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois.

*Article II.**Definitions.*

Section 201. Definitions.

(a) All capitalized terms used in this Supplemental Indenture that are not otherwise defined herein or in the preambles hereto shall have the meanings ascribed to such terms in the Master Indenture.

(b) As used in this Supplemental Indenture, unless the context shall otherwise require, the following terms shall have the meanings set forth below:

"Series 1996 Bonds" means the Bonds of the Series authorized to be issued by the Master Indenture and this Supplemental Indenture.

"Series 1996 Tax Agreement" means the Tax Exemption Certificate and Agreement, dated the date of issuance and delivery of the Series 1996 Bonds, by and between the City and the Trustee.

Section 202. Interpretation.

The interpretation of this Supplemental Indenture, unless the context otherwise requires, shall be governed by the provisions of Section 101 of the Master Indenture, except that in this Supplemental Indenture (i) the terms "hereby", "hereof", "hereunder", "herein" and any similar terms used in this Supplemental Indenture refer to this Supplemental Indenture; (ii) the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of execution and delivery of this Supplemental Indenture; and (iii) articles and sections mentioned herein by number only are articles and sections of this Supplemental Indenture.

*Article III.**Authorization, Terms, Issuance, Sale And
Form Of Series 1996 Bonds.*

Section 301. Authorization Of Series 1996 Bonds, Maximum Principal Amount, Designation And Series.

(a) A Series of Bonds is hereby authorized to be issued pursuant to, in accordance with, and subject to the terms, conditions, and limitations established in, the Master Indenture and this Supplemental Indenture. The aggregate principal amount of Series 1996 Bonds to be issued under this Supplemental Indenture shall be \$_____. Such Series of Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series issued pursuant to the Master Indenture by the title "City of Chicago Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series 1996".

(b) The Series 1996 Bonds shall be in registered form and shall be dated _____ 1, 1996. The Series 1996 Bonds shall mature on the following dates, in the following principal amounts and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the principal amount is paid or duly provided for, beginning _____ 1, 199__ and semiannually thereafter on _____ 1 and _____ 1 in each year at the rate or rates per annum computed on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months, all as specified below:

Maturity Date	Principal Amount	Interest Rate

(c) The Series 1996 Bonds maturing on or after _____ 1, _____, shall be subject to redemption prior to maturity at the option of the City, in whole or in part, on any date on or after _____ 1, _____, in such order of maturity as the City shall determine, upon notice as provided in Article VI of the Master Indenture, and at the respective Redemption Prices (expressed as percentages of the principal amount of the Series 1996 Bonds to be so redeemed) set forth opposite such period in the following table, plus accrued interest, if any, to the date fixed for redemption:

Redemption Period (Both Dates Inclusive)	Redemption Price

(d) The Series 1996 Bonds maturing on _____ 1, ____ shall be subject to mandatory redemption prior to maturity through the application of Sinking Fund Payments at a Redemption Price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest thereon to the date of redemption on _____ 1, of each year in the principal amount of such Bonds specified below:

Year	Principal Amount

Any partial optional redemption of the Series 1996 Bonds maturing _____ 1, ____ shall reduce the annual Sinking Fund Payments in such order of maturity as the City shall determine, upon direction delivered by the City to the Trustee not later than sixty (60) days before the next succeeding Principal Installment is to be paid or, in the absence of such direction, in the inverse order of their maturity. Amounts accumulated in the Series 1996 Principal Account established pursuant to Section 401 hereof or any other amounts delivered to the Trustee for the payment of principal of the Series 1996 Bonds may, and if so directed by the City shall, be applied by the Trustee, on or before the forty-fifth (45th) day preceding the Sinking Fund Payment Date, to the purchase of Series 1996 Bonds maturing _____ 1, ____ for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to pay the principal of the Series 1996 Bonds to be redeemed by such Sinking Fund Payment on such Payment Date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Series 1996 Bond so purchased shall not exceed the Redemption Price of such Series 1996 Bond. Accrued interest payable on any Series 1996 Bond purchased from moneys in the Series 1996 Principal Account shall be paid from amounts in the Series 1996 Interest Account established pursuant to Section 401 hereof. Any Series 1996 Bonds maturing _____ 1, ____ so purchased shall be cancelled and the applicable Redemption Price thereof shall be credited against the applicable Sinking Fund Payment due on the next Payment Date.

(e) The Series 1996 Bonds shall be payable, executed, authenticated, registrable, exchangeable and secured all as set forth in the Master Indenture and this Supplemental Indenture.

Section 302. Purposes.

Pursuant to Section 203 of the Master Indenture, the Series 1996 Bonds are being issued for the purpose of financing all or a portion of the costs of the Projects identified in the Series 1996 Tax Agreement. Proceeds of the Series 1996 Bonds shall be deposited as provided in Section 403 hereof.

Section 303. Denominations, Letters And Numbers.

The Series 1996 Bonds shall be issued in fully registered form without coupons in the denomination of Five Thousand Dollars (\$5,000), or any integral multiple thereof, and each shall bear the identifying letter "R", followed by an Arabic numeral to be assigned to each, such numbers to be assigned consecutively from one (1) upwards.

Section 304. Form Of Series 1996 Bonds And Certificate Of Authentication.

Subject to the provisions of the Master Indenture and this Supplemental Indenture, each Series 1996 Bond, the form of assignment thereof and the certificate of authentication thereon shall be in substantially the forms set forth in (Sub)Exhibit A attached hereto and by this reference made a part hereof with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements, and variations as may be required or permitted by this Supplemental Indenture or by the Master Indenture.

Section 305. Description Of The Projects.

The Projects being financed with the proceeds of the Series 1996 Bonds shall be as more particularly described in the Series 1996 Tax Agreement.

Section 306. Nonpresentment Of Series 1996 Bonds.

If any Series 1996 Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise or at the date fixed for redemption thereof, if moneys sufficient to pay such Series 1996 Bond shall have been deposited with the Trustee, it shall be the duty of the Trustee to hold such moneys, without liability to the City, any Bondholder or any other person for interest thereon, for the benefit of the Owner of such Series 1996 Bond.

Any moneys so deposited with and held by the Trustee due to the nonpresentment of any Series 1996 Bond on any redemption date or at maturity must be retained by the Trustee for a period of at least one (1) year

after the final maturity date of the Series 1996 Bonds or advance refunding date, if applicable; thereafter, such amounts shall be paid by the Trustee to the City, free from the trusts created by this Indenture. Thereafter, Bondholders shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee.

Article IV.

*Application Of Proceeds Of Series 1996 Bonds;
Establishment Of Accounts And Series Debt
Service Reserve Fund Requirement.*

Section 401. Establishment And Designation Of Accounts And Series Debt Service Reserve Fund Requirement.

(a) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1996 Bonds, an Account within the Construction Fund established by the Master Indenture to be applicable to the Series 1996 Bonds and designated the "Series 1996 Costs of Issuance Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture. Investments in such Account shall be only in Investment Securities maturing in five (5) years or less.

(b) (1) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1996 Bonds, an Account within the Debt Service Reserve Fund established by the Master Indenture to be applicable to the Series 1996 Bonds and designated the "Series 1996 Debt Service Reserve Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture. Investments in such Account shall be only in Investment Securities maturing in five (5) years or less.

(2) In connection with the issuance of the Series 1996 Bonds, there is established in Article V hereof the Series Debt Service Reserve Fund Requirement provided in Section 501 hereof to be maintained in accordance with the Master Indenture and designated the "Series 1996 Debt Service Reserve Fund Requirement".

(c) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1996 Bonds, an Account within the Construction Fund established by the Master Indenture to be applicable to the Series 1996 Bonds and designated the "Series 1996 Capitalized Interest Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture.

(d) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1996 Bonds, an Account within the Construction Fund established by the Master Indenture to be applicable to the Series 1996 Bonds and designated the "Series 1996 Construction Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture.

(e) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1996 Bonds, an Account within the Rebate Fund established by the Master Indenture to be applicable to the Series 1996 Bonds and designated the "Series 1996 Rebate Account". Such Account shall be administered by the Trustee and funded by the City in accordance with the provisions of the Master Indenture and the Series 1996 Tax Agreement.

(f) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1996 Bonds, an Account within the Bond Fund established by the Master Indenture to be applicable to the Series 1996 Bonds and designated the "Series 1996 Principal Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture.

(g) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1996 Bonds, an Account within the Bond Fund established by the Master Indenture to be applicable to the Series 1996 Bonds and designated the "Series 1996 Interest Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture.

(h) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1996 Bonds, an Account within the Bond Fund established by the Master Indenture to be applicable to the Series 1996 Bonds and designated the "Series 1996 Redemption Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture.

Section 402. Application Of Proceeds Of Series 1996 Bonds.

The proceeds of the Series 1996 Bonds, minus underwriters' discount of \$_____ [and original issue discount of \$_____], plus accrued interest, shall be applied for the purposes set forth in Section 302 hereof in the manner provided in this Article.

Section 403. Deposits.

Upon receipt of the net proceeds of the sale of the Series 1996 Bonds and accrued interest thereon:

(a) There shall be deposited \$_____ in the Series 1996 Costs of Issuance Account in the Construction Fund.

(b) There shall be deposited \$_____ in the Series 1996 Debt Service Reserve Account in the Debt Service Reserve Fund in satisfaction of the Series 1996 Debt Service Reserve Fund Requirement.

(c) There shall be deposited \$_____ representing capitalized interest, in the Series 1996 Capitalized Interest Account in the Construction Fund.

(d) There shall be deposited all accrued interest on the Series 1996 Bonds in the Series 1996 Interest Account in the Bond Fund.

(e) There shall be deposited the balance of the proceeds of the Series 1996 Bonds in the Series 1996 Construction Account in the Construction Fund.

Article V.

Series 1996 Debt Service Reserve Fund Requirement.

Section 501. Series 1996 Debt Service Reserve Fund Requirement.

The Series 1996 Debt Service Reserve Fund Requirement for the Series 1996 Bonds means the least of (a) ten percent (10%) of the proceeds of the Series 1996 Bonds, (b) maximum annual debt service for the Series 1996 Bonds, or (c) one hundred twenty-five percent (125%) of the average annual debt service for the Series 1996 Bonds.

Article VI.

Book-Entry Provisions.

Section 601. Designation.

The City hereby designates The Depository Trust Company, New York, New York (the "Depository") to act as Book-Entry Depository in connection with the Series 1996 Bonds.

Section 602. Representation Letter.

The representation letter in substantially the form attached as (Sub)Exhibit B shall be executed and delivered on behalf of the City by an Executive Officer with such changes as shall be approved by such Executive Officer.

Section 603. Certificates.

Initially, one bond certificate for each maturity shall be issued to the Depository, and immobilized in its custody. So long as the Depository is acting as securities depository for the Series 1996 Bonds, a book-entry system shall be employed, evidencing ownership of the Series 1996 Bonds in principal amounts of Five Thousand Dollars (\$5,000) or integral multiples thereof, with transfers of ownership effected on the records of the Depository and its participants pursuant to rules and procedures established by the Depository and its participants. Transfer of principal, premium, if any, and interest payments to participants of the Depository shall be the responsibility of the Depository; transfer of principal, premium, if any, and interest payments to beneficial owners of the Series 1996 Bonds by participants of the Depository shall be the responsibility of such participants and other nominees of beneficial owners. The City and the Trustee shall not be responsible or liable for maintaining, supervising or reviewing the records maintained, notices given or payments made by the Depository, its participants or persons acting through such participants.

Section 604. Substitution.

In the event that (a) the Depository determines not to continue to act as securities depository for the Series 1996 Bonds, (b) the City determines that the Depository is incapable of discharging its responsibilities as securities depository or that continuation of the book-entry system of evidence and transfer of ownership of the Series 1996 Bonds would adversely affect the interests of the beneficial owners of the Series 1996 Bonds, or (c) the City determines to discontinue such book-entry system with the Depository, the City shall discontinue the book-entry system with the Depository. If the City fails to appoint another qualified securities depository to replace the Depository, the Trustee shall authenticate and deliver replacement Series 1996 Bonds in the form of fully registered certificates, and registration of transfers of the Series 1996 Bonds shall be permitted as described in the Master Indenture.

Section 605. Payments.

So long as the Depository is the securities depository for the Series 1996 Bonds, all payments of principal of, premium, if any, or interest on the Series 1996 Bonds shall be made to Cede & Co., as nominee of the Depository.

Section 606. Transfers Of Ownership.

So long as the Depository is the securities depository for the Series 1996 Bonds, transfers of ownership and exchanges shall be effected on the records of the Depository and its participants pursuant to rules and procedures established by the Depository and its participants.

Section 607. Notice Of Redemption.

Notice of redemption of Series 1996 Bonds shall be given in the manner set forth in the Master Indenture; provided, however, that such notice shall be given to at least two (2) information services of national recognition which disseminate redemption information with respect to tax-exempt securities.

During the period that the Depository or its nominee is the Registered Owner of the Series 1996 Bonds, notices shall be sent to the Depository or its nominee, and to any second address requested pursuant to Section 802 hereof. The Trustee shall not be responsible for mailing notices of redemption to anyone other than the Depository, its nominee or other addressee pursuant to Section 802 hereof, unless no qualified securities depository is the Registered Owner of the Series 1996 Bonds. If no qualified securities depository is the Registered Owner of the Series 1996 Bonds, notice of redemption shall be mailed as provided in the Master Indenture and this Supplemental Indenture.

Article VII.

Related Documents.

Section 701. Series 1996 Tax Agreement.

The City covenants and agrees to make the representations and warranties contained in, and to comply in all respects with the covenants set forth in, the Series 1996 Tax Agreement.

Article VIII.

General.

Section 801. Additional Information.

The City or the Trustee shall make available to Owners of Series 1996

Bonds, upon request and without charge to such Bondholders, the outstanding balances by maturity, redemption history, including redemption date, amount, source of funds, and distribution of the redeemed Series 1996 Bonds by maturity.

Section 802. Additional Notices.

Any Bondholder holding at least One Million Dollars (\$1,000,000) of principal amount of Series 1996 Bonds may request that the Trustee send an additional copy of any notice (default, redemption, or any other correspondence) by first class mail to a second address simultaneously with, and in addition to the mailing of such notices to Bondholders as otherwise required under the provisions hereof.

Section 803. Paying Agent.

Pursuant to Section 909 of the Master Indenture, the Trustee is hereby appointed as a Paying Agent for the Series 1996 Bonds and the Trustee, by its execution hereof, hereby accepts such appointment and agrees to perform the duties and obligations imposed upon the Paying Agent by the Master Indenture.

Section 804. Supplements Or Amendments To Supplemental Indenture.

This Supplemental Indenture may be supplemented or amended in the manner set forth in Article X of the Master Indenture.

Section 805. Supplemental Indenture As Part Of Master Indenture.

This Supplemental Indenture shall be construed in accordance with and as part of the Master Indenture, and all terms, conditions, and covenants contained in the Master Indenture, except as herein modified, or as limited by Article III hereof, shall apply and be deemed to be for the benefit, security, and protection of the Series 1996 Bonds.

Section 806. Severability.

If any provision of this Supplemental Indenture shall be determined to be unenforceable, that shall not affect any other provision of this Supplemental Indenture.

Section 807. Additional Notices.

Copies of all notices, certificates, or other communication given to the City or the Trustee pursuant to the requirements of the Master Indenture or this Supplemental Indenture, at the addresses set forth in Section 1201 of the Master Indenture, shall be given to any Paying Agent at the same time and in the same manner.

Section 808. Counterparts.

This Supplemental Indenture may be signed in several counterparts. Each shall be an original, but all of them together shall constitute the same instrument.

Section 809. Captions.

The captions in this Supplemental Indenture are for convenience only and do not define or limit the scope or intent of any provision, article or section of this Supplemental Indenture.

Section 810. Governing Law.

This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State without reference to its conflict of laws or principles.

In Witness Whereof, The City of Chicago has caused these presents to be signed and sealed in its name and behalf by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, [Trustee] has caused these presents to be signed and sealed in its name and behalf by its duly authorized signatories, all as of the first day of _____, 1996.

City of Chicago, Illinois

By: _____
Chief Financial Officer

[Seal]

Attest:

By:

City Clerk

[Trustee], as Trustee

By:

Authorized Officer

[Seal]

Attest:

By:

Authorized Officer

[(Sub)Exhibit "B" referred to in this First Supplemental Trust
Indenture unavailable at time of printing.]

(Sub)Exhibit "A" referred to in this First Supplemental Trust Indenture
reads as follows:

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

[Form Of Bond]

[Form Of Face Of Bond]

Registered
Number R-_____

Registered
\$ _____

United States Of America

State Of Illinois

City Of Chicago

Chicago O'Hare International Airport

Passenger Facility Charge Revenue Bond,

Series 1996.

Interest
Rate:

Maturity
Date:

Dated
Date:

C.U.S.I.P.:

Registered Owner:

Principal Amount:

The City of Chicago (the "City"), a home rule unit organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay, from the sources and in the manner hereinafter provided, to the Registered Owner identified above or registered assigns, upon presentation and surrender of this Bond, the Principal Amount identified above on the Maturity Date identified above, unless redeemed prior thereto as hereinafter provided, and to pay the Registered Owner hereof interest thereon from the Dated Date identified above to the Maturity Date or earlier redemption of this Bond, at the Interest Rate identified above payable on _____ 1, 199__ and semiannually thereafter on each _____ 1

and _____ 1 until such Principal Amount shall be paid, at the principal corporate trust office in the City of Chicago, State of Illinois of the Trustee hereinafter mentioned. Principal and redemption premium, if any, of and interest on this Bond are payable in lawful money of the United States of America.

This Bond is one of a duly authorized issue of bonds of the City designated as its "Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds" (the "Bonds") issued and to be issued in various series under and pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, dated as of _____ 1, 199__, from the City to the Trustee (the "Master Indenture") and the First Supplemental Trust Indenture dated as of _____ 1, 1996, from the City to the Trustee (the "First Supplemental Indenture") authorizing the issuance of the series of which this Bond is a part (the Master Indenture and the First Supplemental Indenture are together referred to herein as the "Indenture").

The Bonds are limited obligations of the City payable solely from P.F.C. Revenues (as defined in the Indenture) and certain other moneys and securities held by the Trustee and are entitled to the pledge under the Indenture of all P.F.C. Revenues and all moneys and securities held or set aside or to be held or set aside pursuant to the Indenture, subject only to the provisions of the Indenture requiring or permitting the payment or setting apart thereof for or to the purposes and on the terms, conditions, priorities and order set forth therein.

The Bonds and the interest thereon do not constitute an indebtedness or a loan of the credit of the City within the meaning of any constitutional or statutory limitation, and neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, and interest on, the Bonds. No holder of a Bond shall have the right to compel the exercise of the taxing power of the City.

As provided in the Indenture, Bonds may be issued from time to time pursuant to supplemental indentures in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture. The aggregate principal amount of Bonds which may be issued pursuant to the Indenture is not limited and all Bonds issued and to be issued pursuant to the Indenture are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the Indenture.

This Bond is one of a series of Bonds designated "Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series 1996" (the "Series 1996 Bonds"), issued in the aggregate principal amount of

\$_____ pursuant to the Indenture, for purposed authorized by the Indenture. Copies of the Indenture are on file at the office of the City Clerk and at the principal corporate trust office of [Trustee] in the City of Chicago, State of Illinois, as trustee under the Indenture, or its successor as trustee (the "Trustee") and reference to the Indenture and any and all supplemental indentures thereto and modifications and amendments thereof is made for a description of the pledges and covenants securing the Series 1996 Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the Series 1996 Bonds with respect thereto and the terms and conditions upon which Bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Indenture or any indenture amendatory therefor or supplemental thereto, the Indenture may be modified or amended by the City.

[If the Series 1996 Bonds are held in a Book-Entry System, delete the following paragraph and insert all text under "[Form of Back of Bond]" here.]

Reference is hereby made to the further provisions of this Series 1996 Bond set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth herein.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State of Illinois and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this Series 1996 Bond, exist, have happened and have been performed in due time, form and manner as required by law and the Indenture and that the issue of the Series 1996 Bonds, together with all other indebtedness of the City, is within every debt and other limit prescribed by law.

In Witness Whereof, The City of Chicago has caused this Series 1996 Bond to be executed in its name by the manual or facsimile signature of its mayor and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its City Clerk, all as of the date first above written.

City of Chicago

By: _____
Mayor

[Seal]

Attest:

By: _____
City Clerk

[Form Of Certificate Of Authentication]

Certificate Of Authentication

Date of Authentication:

This Series 1996 Bond is one of the Bonds described in the within-mentioned Indenture and is one of the City of Chicago, Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series 1996.

[Trustee], as Trustee

By: _____
Authorized Signatory

[Form Of Back Of Bond]

This Series 1996 Bond is transferable as provided in the Indenture, only upon the books of the City kept for that purpose at the principal corporate trust office of the Trustee, by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or such duly authorized attorney. Upon the surrender for registration of transfer hereof, the City shall execute and the Trustee shall authenticate a new Series 1996 Bond or Bonds registered in the name of the transferee of the same aggregate principal amount, maturity and interest rate as the surrendered Series 1996 Bond. The City and the Trustee may treat and consider the person in whose name this Series 1996 Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

The Series 1996 Bonds are issuable in the form of registered Bonds in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof. Series 1996 Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Registered Owner or his attorney duly authorized in writing, and upon payment of any charges related thereto, may, at the option of the Registered Owner thereof, be exchanged for an equal aggregate principal amount of Series 1996 Bonds of any other authorized denominations, of the same maturity and interest rate.

The Series 1996 Bonds maturing on _____ 1, _____ shall be subject to mandatory redemption prior to maturity as provided in the Indenture through the application of Sinking Fund Payments on _____ 1 in each of the years and in the respective principal amounts set forth below, at a Redemption Price equal to the principal amount thereof to be redeemed, plus accrued interest thereon to the date of redemption:

Year	Principal Amount

Any partial optional redemption of the Series 1996 Bonds maturing _____ 1, _____ shall reduce the annual Sinking Fund Payments in such order of maturity as the City shall determine, upon direction delivered by the City to the Trustee not later than sixty (60) days before the next succeeding Principal Installment is to be paid or, in the absence of such direction, in the inverse order of their maturity. Amounts accumulated in the Series 1996 Principal Account or any other amounts delivered to the Trustee for the payment of principal of the Series 1996 Bonds may, and if so directed by the City shall, be applied by the Trustee, on or before the forty-fifth (45th) day preceding the Sinking Fund Payment Date, to the purchase of Series 1996 Bonds of the maturity for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to pay the principal of the Series 1996 Bonds to be redeemed by such Sinking Fund Payment on such Payment Date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Series 1996 Bond so purchased shall not exceed the Redemption Price of such Series 1996 Bond. Accrued interest payable on any Series 1996 Bond maturing _____ 1, _____ purchased from moneys in the Series 1996 Principal Account shall be paid from amounts in the Series 1996 Interest Account. Any Series 1996 Bonds so purchased shall be cancelled and the applicable Redemption Price thereof shall be credited against the applicable Sinking Fund Payment due on the next Payment Date.

The Series 1996 Bonds maturing on or after _____ 1, _____ shall be subject to redemption prior to maturity at the option of the City, in whole

or in part, on any date on or after _____ 1, _____, in such order of maturity as the City shall determine, upon notice as provided in Article VI of the Master Indenture, at the respective Redemption Prices (expressed as percentages of the principal amount of the Series 1996 Bonds to be so redeemed) set forth opposite such period in the following table, plus accrued interest, if any, to the date fixed for redemption:

Redemption Period (Both Dates Inclusive)	Redemption Price

In the event that any or all of the Series 1996 Bonds are to be redeemed, notice of such redemption shall be given by the Trustee by mailing a copy of such redemption notice by registered or first class mail at least thirty (30) days, but not more than sixty (60) days, prior to the date fixed for redemption to the Registered Owner of each Series 1996 Bond to be redeemed in whole or in part at the address shown on the registration books. Notice of redemption having been given, the Series 1996 Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the applicable Redemption Price herein provided, plus interest accrued and unpaid to the redemption date, and from and after the redemption date so designated, interest on the Series 1996 Bonds, or portions thereof so called for redemption, shall cease to accrue and become payable to the holders or the Registered Owners entitled to payment thereof on such redemption.

No recourse shall be had for the payment of the principal or Redemption price of or interest on the Bonds or for any claim based thereon or on the Indenture against any officer or employee of the City or any natural person executing the Bonds.

This Series 1996 Bond shall not be entitled to any security or benefit under the Indenture or be valid or become obligatory for any purpose, unless the certificate or authentication hereon has been duly executed by the Trustee.

[Form Of Assignment]

Assignment.

For value received the undersigned hereby sells, assigns and transfers unto _____ the within Chicago O'Hare International Airport Passenger Facility Charge Revenue Bond, Series 1996 and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer such Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

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

AUTHORIZATION FOR CONVERSION OF PORTION OF UNUSED
PRIVATE ACTIVITY BOND VOLUME CAP FOR USE
UNDER MORTGAGE CREDIT CERTIFICATE
PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to convert a portion of the unused Private Activity Bond Volume Cap for use under the City's Mortgage Credit Certificate Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, There exists within the borders of the City of Chicago (the "City") a recognized need for decent, safe, sanitary and well structured and maintained housing which persons of moderate income can afford; and

WHEREAS, The United States government has authorized the several states and their political subdivisions to issue mortgage credit certificates (the "Certificates") pursuant to Section 25 of the Internal Revenue Code of 1986, as amended (the "Code"), which entitle qualifying individuals to a credit against their individual federal income tax, in lieu of qualified mortgage bonds as defined in Section 143(a) of the Code ("Qualified Mortgage Bonds"); and

WHEREAS, The City is a home rule unit under the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois, and constitutes a constitutional home rule city within the meaning of Section 146(d)(3)(C) of the Code; and in furtherance of its home rule powers, the City hereby finds and determines that it is necessary and desirable and will provide for and promote the public health, safety and welfare of the citizens of the City to establish and implement a qualified mortgage credit certificate program and to issue Certificates; and

WHEREAS, To provide for the issuance of the Certificates it is necessary for the City to authorize the issuance of a form of Mortgage Credit Certificate Election of the City as more particularly described in Section 6 hereof (the "Election"); and to approve the publication of a public notice relative to the issuance of the Certificates; now, therefore,

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

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

SECTION 2. Declaration of Public Purpose. It is hereby determined that the purpose of this ordinance is to take steps designed to reduce the cost of financing for the acquisition, rehabilitation or improvement of principal residence housing located in the City, and to provide decent, safe and sanitary housing for qualifying persons of moderate income. It is further hereby determined that such principal residence ownership, rehabilitation and improvement will provide for and promote the public health, safety, morals and welfare; maintain and foster the increase of industrial and commercial activity and economic development; and preserve and increase the ad valorem tax base of the City and its environs. The foregoing are hereby declared and determined to be public proposes and functions pertaining to the government and affairs of the City.

SECTION 3. Establishment Of Qualified Mortgage Certificate Program.

(a) There is hereby established and implemented a qualified mortgage credit certificate program under Section 25 of the Code to be known as the City of Chicago Single-Family Mortgage Credit Certificate Program, Series 1996 (the "Program") for the purpose of issuing Certificates. The Certificates shall be issued to taxpayers qualified to receive Certificates ("Borrowers") pursuant to Section 25 of the Code and the Treasury Regulations promulgated thereunder (the "Program Regulations") in connection with the acquisition, rehabilitation or improvement of each Borrower's principal residence housing within the incorporated area of the City (the "Program Area").

(b) The Certificates shall carry (1) a Certificate Credit Rate (as defined in the Program Regulations) which Certificate Credit Rate shall be not less than ten percent (10%) nor more than fifty percent (50%) and (2) a Certified Indebtedness Amount (as defined in Section 25(b) of the Code and in the Program Regulations) specified in each Certificate. The Commissioner of the City's Department of Housing (the "Commissioner") shall establish the actual Certificate Credit Rate from time to time, provided the Certificate Credit Rate shall not be less than ten percent (10%) nor greater than fifty percent (50%).

(c) The City hereby elects not to issue Qualified Mortgage Bonds in a principal amount not to exceed Twenty-five Million Eight Hundred Thirteen Thousand Seven Hundred Fifty-eight Dollars (\$25,813,758) that were otherwise authorized to be issued by the City during calendar year 1995, pursuant to Sections 103, 143(a) and 146 of the Code and the Treasury Regulations promulgated thereunder (which authority was carried forward pursuant to a Carryforward Election filed by the City on February 13, 1996, with the Internal Revenue Service in accordance with Section 146(f) of the Code) (the "Unissued Bonds"). The amount of Unissued Bonds shall be specified in the Election.

(d) There is hereby allocated to the Unissued Bonds an amount of the City's unused "volume cap" (as defined in Section 146 of the Code) for the calendar year 1995 not to exceed Twenty-five Million Eight Hundred Thirteen Thousand Seven Hundred Fifty-eight Dollars (\$25,813,758) or such lesser amount as shall be specified in the Election (the "Unused Cap").

(e) The Commissioner is directed to file timely, or to cause the timely filing of, all reports as are or may be required by Section 25 of the Code and the Program Regulations in connection with owner-financed targeted area residences (as defined in the Program Regulations), if any, within the Program Area.

(f) The Certificates authorized herein shall be provided in the manner, amounts and time frames as are required by the Program Regulations in connection with owner-financed targeted area residences, if any, within the Program Area.

SECTION 4. Aggregate Limit of Certificates. The Total Proceeds of the Certificates (as defined in the Program Regulations) shall not exceed twenty-five percent (25%) of the principal amount of Unissued Bonds specified in the Election. Total Proceeds shall be determined as provided in the Program Regulations.

SECTION 5. Certificates. For the purpose of lowering borrowing costs for Borrowers, there is hereby authorized to be issued, executed and delivered pursuant to this ordinance, Certificates, the Total Proceeds of which shall be limited as provided in Section 4 hereof. The Certificates shall be designated "City of Chicago Single-Family Mortgage Credit Certificates, Series 1996". The Certificates shall be executed by the manual or facsimile signature of the Mayor and the City Clerk of the City, and the seal of the City or a facsimile thereof shall be affixed thereto or printed thereon. The Certificates shall be countersigned by the manual signature of the Commissioner or her designee in writing.

The form of the Certificates shall be that prescribed by the Internal Revenue Service. If no form is prescribed or if such form is not readily available, the Certificates shall be issued in the form prepared by the City. The Certificates shall contain the information required by the Program

Regulations and such other information as the Commissioner may deem necessary.

SECTION 6. Mortgage Credit Certificate Election. The Election in substantially the form attached hereto as Exhibit A is hereby approved in all respects. The principal amount of Unissued Bonds shall be Twenty-five Million Eight Hundred Thirteen Thousand Seven Hundred Fifty-eight Dollars (\$25,813,758) or such lesser amount as is set forth in the Election as executed by the Mayor, his execution thereof to constitute conclusive evidence of approval of such lesser amount. The Mayor is hereby authorized to execute, deliver and file the Election on behalf of the City, such Election to be in substantially the form set forth in Exhibit A, with such changes therein as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of the approval of such changes.

SECTION 7. Public Notice. The publication of a public notice in a newspaper of general circulation in the City, in conformity with the provisions of the Code and the regulations promulgated thereunder, is hereby ratified, confirmed and approved.

SECTION 8. Program Restrictions. Except as permitted by the Program Regulations: (i) no Certificates shall be issued with regard to any residence financed in whole or in part through the proceeds of Qualified Mortgage Bonds or Qualified Veterans Mortgage Bonds (as defined in Section 143(b) of the Code), (ii) the Program shall not be limited to indebtedness incurred from particular lenders, (iii) Certificates shall not be transferable and (iv) no block of Certificates may be allocated for use in connection with a particular development unless the developer shall certify that the price of each residence is no higher than it would be without the use of the Certificate.

SECTION 9. Administration of Program. The City, acting through the Commissioner, shall administer the Program. Subject to the approval of the Corporation Counsel, the Commissioner is authorized to execute Lender Participation Agreements ("Lender Participation Agreements") in substantially the form attached hereto as Exhibit B and other agreements, certificates and documents as may be required for the Program and the Certificates to comply with Section 25 of the Code and the Program Regulations. The Commissioner may permit each Lender identified in the respective Lender Participation Agreement to charge and collect from an applicant a Program fee (the "Program Fee") of not less than Two Hundred Dollars (\$200) and not more than Three Hundred Dollars (\$300) in connection with each Certificate. Of the Program Fee, up to One Hundred Dollars (\$100) may be retained by the Lender (or, at the option of such Lender, such amount may be waived) and Two Hundred Dollars (\$200) shall be remitted to the City by the Lender upon the issuance of the Certificate. The Program Fee shall be in addition to reasonable and customary fees which may be charged by a Lender in connection with a mortgage loan.

SECTION 10. Approval of Further Actions. From and after the execution and delivery of the documents hereby approved, the proper officials, agents and employees of the City are hereby authorized and empowered to do all such acts and things and to execute and file all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and to further the purposes and intent of this ordinance, including the preambles hereto. All acts and doings of the officials which are in conformity with the purposes and intent of this ordinance and in furtherance of the issuance of the Certificates and the establishment of the Program are hereby in all respects approved and confirmed. The City reserves the right to make a further election in 1996 not to issue Qualified Mortgage Bonds in order to issue additional Certificates.

SECTION 11. Ordinances and Resolutions. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the provisions of this ordinance.

SECTION 12. Effective Date. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Mortgage Credit Certificate Election.

City Of Chicago.

I, the undersigned, Mayor of the City of Chicago (the "City"), hereby certify that this Mortgage Credit Certificate Election is executed and delivered for and on behalf of the City in connection with its Single-Family Mortgage Credit Certificate Program, Series 1996 (the "Program" as described in the ordinance establishing the Program) and election to issue its Single-Family Mortgage Credit Certificates, Series 1996 (the "Certificates"). This Mortgage Credit Certificate Election is made, executed and filed pursuant to Section 1.25-4T(c) of the Income Tax Regulations (the

"Regulations") promulgated under Section 25 of the Internal Revenue Code of 1986, as amended (the "Code").

I hereby further certify that:

1. The issuer of the Certificates is:

City of Chicago
City Hall, Room 501
121 North LaSalle Street
Chicago, Illinois 60602
T.I.N.: 36-6005820

2. The City's total available allocation to issue qualified mortgage bonds or qualified mortgage credit certificates in this calendar year 1996 is Seventy-five Million Eight Hundred Eleven Thousand Seven Hundred Ninety-eight Dollars (\$75,811,798) consisting of a designated portion of 1995 unused Private Activity Bond Volume Cap Carryforward (the "1995 Unused Cap"). As of the date hereof, no allocation of the City's Private Activity Bond Volume Cap (as described in Section 146 of the Code) for calendar year 1996 has been made for qualified mortgage bonds or qualified mortgage credit certificates.
3. As a constitutional home rule city in Illinois with a population of two million seven hundred sixty-eight thousand four hundred eighty-three (2,768,483) persons, derived from the United States Census Bureau Release in 1994 (the "Census"), the City was subject to a volume cap of One Hundred Forty Million One Hundred Eleven Thousand Seven Hundred Ninety-eight Dollars (\$140,111,798) for calendar year 1995 pursuant to Section 146 of the Code.
4. On February 13, 1996, the City carried forward its 1995 Unused Cap pursuant to a properly filed Carryforward Election, of which Seventy-five Million Eight Hundred Eleven Thousand Seven Hundred Ninety-eight Dollars (\$75,811,798) was designated as being reserved for the purpose of issuing qualified mortgage bonds or qualified mortgage credit certificates. Of the One Hundred Forty Million One Hundred Eleven Thousand Seven Hundred Ninety-eight Dollars (\$140,111,798) in volume cap available to the City in 1995, the City issued Fourteen Million Three Hundred Thousand Dollars (\$14,300,000) aggregate face amount of private activity bonds under Section 146 of the Code and the City ceded no volume cap to other State agencies. Of the remaining One Hundred Twenty-five Million Eight Hundred Eleven Thousand Seven Hundred Ninety-eight Dollars (\$125,811,798), (i) Seventy-five Million Eight Hundred Eleven

Thousand Seven Hundred Ninety-eight Dollars (\$75,811,798) was subject to a carryforward for the purpose of issuing qualified mortgage bonds or mortgage credit certificates, and (ii) Fifty Million Dollars (\$50,000,000) was subject to a carryforward for the purpose of financing solid waste disposal facilities under Section 142(a)(6) of the Code.

5. During the calendar year 1995, the City did not issue any qualified mortgage bonds or qualified mortgage credit certificates pursuant to the 1995 Unused Cap or surrender any authority to any other issuers to issue any qualified mortgage bonds or qualified mortgage credit certificates pursuant to the 1995 Unused Cap. During calendar year 1996, the City has issued qualified mortgage bonds in an aggregate principal amount, together with the premium thereon, of Forty-nine Million Nine Hundred Ninety-eight Thousand Forty Dollars (\$49,998,040) pursuant to the 1995 Unused Cap; the City has not made any other election regarding the use of its 1995 Unused Cap.
6. Pursuant to the Program and its carryforward of 1995 Unused Cap, the City hereby elects to issue Certificates with Total Proceeds (as defined in Section 1.25-1T(b)(10) of the Regulations) not exceeding Six Million Four Hundred Fifty-three Thousand Four Hundred Thirty-nine and 50/100 Dollars (\$6,453,439.50) and elects not to issue Qualified Mortgage Bonds in an amount to Twenty-five Million Eight Hundred Thirteen Thousand Seven Hundred Fifty-eight Dollars (\$25,813,758).
7. The Program will expire on December 31, 1998.
8. Attached hereto is the certification, required by Section 1.25-4T(d) of the Regulations, that the Program meets the requirements of Section 146 of the Code and the Regulations.

This Mortgage Credit Certificate Election is executed for and on behalf of the City pursuant to its ordinance establishing its Single-Family Mortgage Credit Certificate Program, Series 1996.

Witness My Hand and the City's Official Seal as of this _____ day of _____, 1996.

Mayor,
City of Chicago

[Seal]

Attest:

City Clerk

Certification Of Mayor Of City.

The undersigned, Mayor of the City of Chicago (the "Issuer"), hereby certifies as follows:

1. The Issuer is, and was on January 1, 1995, a home rule unit of government within the meaning of Article VII, Section 6 of the Constitution of the State of Illinois.
2. The population of the Issuer for 1995 as determined by the Census issued by the United States Bureau of Census in 1994 (being the most recent census estimates released by the United States Bureau of Census before January 1, 1995), was at least 2,768,483.
3. Except as set forth in paragraph 4, the Issuer has not agreed to any different allocation of its volume cap for the calendar year 1995 (the "1995 Volume Cap") as described in Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder (the "Regulations"), for that afforded to it as a constitutional home rule city described in Section 146(d) (3) of the Code.
4. The Issuer's Volume Cap for 1995, determined as provided in Section 146 of the Code and the Regulations on the basis of its population as set forth in paragraph 2 above, was One Hundred Forty Million One Hundred Eleven Thousand Seven Hundred and Ninety-eight Dollars (\$140,111,798). Of the One Hundred Forty Million One Hundred Eleven Thousand Seven Hundred and Ninety-eight Dollars (\$140,111,798) in volume cap available to the City in 1995, the City issued Fourteen Million Three Hundred Thousand Dollars (\$14,300,000) aggregate face amount of private activity bonds under Section 146 of the Code and the City ceded no volume cap to other State agencies. Of the

remaining One Hundred Twenty-five Million Eight Hundred Eleven Thousand Seven Hundred Ninety-eight Dollars (\$125,811,798), (i) Seventy-five Million Eight Hundred Eleven Thousand Seven Hundred Ninety-eight Dollars (\$75,811,798) was subject to a carryforward for the purpose of issuing qualified mortgage bonds or mortgage credit certificates; and (ii) Fifty Million Dollars (\$50,000,000) was subject to a carryforward for the purpose of financing solid waste disposal facilities under Section 142(a) (6) of the Code. The Issuer's 1995 Volume Cap was not reduced by any other amounts referred to in Section 146(m) of the Code (relating to the non-qualified amount of any bonds) or in Section 146(n) of the Code (relating to mortgage credit certificates). Accordingly, the excess of the Issuer's 1995 Volume Cap over the sum of (a) the aggregate amount of private activity bonds issued by the Issuer and (b) the amount of Volume Cap surrendered to other issuers during 1995, which amounts were subject to and required an allocation of the Issuer's 1995 Volume Cap, was One Hundred Twenty-five Million Eight Hundred Eleven Thousand Seven Hundred Ninety-eight Dollars (\$125,811,798) (the "1995 Unused Cap").

5. Pursuant to a carryforward election executed and filed by the Issuer on February 13, 1996, with the Internal Revenue Service (a true and correct copy of which is attached hereto as (Sub)Exhibit A), the Issuer duly elected to treat Seventy-five Million Eight Hundred Eleven Thousand Seven Hundred Ninety-eight Dollars (\$75,811,798) of its One Hundred Twenty Five Million Eight Hundred Eleven Thousand Seven Hundred Ninety-eight Dollars (\$125,811,798) of 1995 Unused Cap as a carryforward for the purpose of issuing qualified mortgage bonds or mortgage credit certificates (the "Available Amount").
6. In reliance on the affidavit of the City's Chief Financial Officer attached hereto as (Sub)Exhibit B, during the calendar years 1995 and 1996 the Issuer has not issued any qualified mortgage bonds (except as referred to in this paragraph 6) or mortgage credit certificates or elected not to issue any qualified mortgage bonds, which issuance or election would have required an allocation of any portion of the Available Amount under Section 146 of the Code. On February 21, 1996, the City issued its Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-A and Series 1996-B (the "Mortgage Bonds"). The principal amount of the Mortgage Bonds together with the premium thereon required an allocation of Forty-nine Million Nine Hundred Ninety-eight Thousand Forty Dollars (\$49,998,040) of the Available Amount.

7. On _____, 1996, the Issuer elected not to issue an amount not to exceed Twenty-five Million Eight Hundred Thirteen Thousand Seven Hundred Fifty-eight Dollars (\$25,813,758) of qualified mortgage bonds included in the Available Amount in order to issue mortgage credit certificates pursuant to the Program. The aggregate principal amount of the qualified mortgage bonds which the Issuer is electing not to issue on this date does not exceed the Available Amount described in paragraph 5 above less than an amount of allocation attributed to the mortgage bonds.
8. On the basis of the foregoing, the Issuer hereby finds that the Twenty-five Million Eight Hundred Thirteen Thousand Seven Hundred Fifty-eight Dollars (\$25,813,758) aggregate principal amount of the qualified mortgage bonds which the Issuer is electing not to issue on this date is within the Available Amount described in paragraph 5 above. Accordingly, based on the facts and circumstances as of this date, the election not to issue qualified mortgage bonds in the amount of Twenty-five Million Eight Hundred Thirteen Thousand Seven Hundred Fifty-eight Dollars (\$25,813,758) meets the requirements of Section 146 of the Code and the Regulations.

In Witness Whereof, The undersigned has set his signature this _____ day of _____, 1996.

City of Chicago

By: _____
Mayor

(Sub)Exhibits "A" and "B" referred to in this Mortgage Credit Certificate Election read as follows:

(Sub)Exhibit "A".
(To Mortgage Credit Certificate Election)

Carryforward Election Of Unused
Private Activity Bond Volume Cap
(Under Section 146(T)).

Form 8328

OMB No. 1545-0874

(Revised February 1995)
Department of the Treasury
Internal Revenue Service

Enter the calendar year for which the election is made: 1995

Part I.

Reporting Authority.

Issuer's name:

Employee's Identification
Number:City of Chicago36 6005820

Address (number and street):

121 North LaSalle Street

City, town, or post office, state and zip code:

Chicago, Illinois 60602

Part II.

Computation of Unused Volume Cap.

1. Total volume cap of the issuer for the calendar year	\$140,111,798*
2. Aggregate amount of private activity bonds to date that are taken into account under Section 146 (see instructions)	14,300,000
3. Total amount of volume cap exchanged for authority to issue mortgage credit certificates (see instructions)	-0-
4. Total amount of volume cap allocated to private activity portion of governmental bonds (see instructions)	-0-
5. Add lines 2 through 4	14,300,000
6. Unused volume CBD (subtract line 5 from line 1)	125,811,798

Part III.

Purpose and Amount of Each Carryforward.

7. Qualified student loan bonds	_____
8. Qualified mortgage bonds or mortgage credit certificates	\$ 75,811,798

*Issued August 3, 1991. The City's studies indicate the City population was in excess of the reported finding and is challenging the finding.

9. Qualified redevelopment bonds	_____
10. Exempt facility bonds	_____
a. Mass commuting facilities (Section 142(a))	_____
b. Water furnishing facilities (Section 142(a)(4))	_____
c. Sewage facilities (Section 142(a)(5))	_____
d. Solid waste disposal facilities (Section 142(a)(6))	\$ 56,000,000
e. Qualified residential rental projects (Section 142(a))	_____
f. Facilities for the local furnishing of electric energy or gas (Section 142(a)(8))	_____
g. Local district heating or cooling facilities (Section 142(a))	_____
h. Qualified hazardous waste facilities (Section 142(a))	_____
i. 25% of bonds for privately owned high-speed intercity rail facilities (Section 142(a)(11))	_____
j. Qualified enterprise zone facility bonds (Section 1394)	_____
11. Total carryforward amount (add lines 7 through 10)	_____

Under penalty of perjury, I declare that I have examined this form including accompanying schedules and statements and to the best of my knowledge and belief it is true, correct and complete.

<u>Walter K. Knorr</u>	<u>February 13, 1996</u>	<u>Walter K. Knorr,</u> <u>Chief Financial Officer</u>
Signature of authorized public officer	Date	Type or print name and title

For Paperwork Reduction Act Notices see instructions. Cat. No. 13900J. Form 8328 (rev. 2-95).

3/20/95 Published by Tax Management, Inc., a subsidiary of the Bureau of National Affairs, Inc..

Paperwork Reduction Act Notice.

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Record keeping	5 hours, 59 minutes.
Learning about the law or the form	2 hours.
Preparing and sending the form to the I.R.S.	2 hours, 10 minutes.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Attention: Tax Forms Committee, PC:FP, Washington, DC 20224. Do Not send the form to this address. Instead, see Where To File below.

General Instructions.

Section references are to the Internal Revenue Code unless otherwise noted.

Items To Note.

The Revenue Reconciliation Act of 1993 created a new category of exempt facility private activity bonds -- qualified enterprise zone facility bonds for use in empowerment zones. Nine (9) empowerment zones and ninety-five (95) enterprise communities have been designated (by the Secretaries of H.U.D. and Agriculture) from areas nominated by state and local governments. Qualified enterprise zone facility bonds may only be issued while a zone designation is in effect, which generally will be for a period of ten (10) years. These bonds will be fully subject to the state private activity bond limitations.

Beginning January 1, 1994, no volume cap applies to a high-speed intercity rail facility bond if all the bond-financed property is governmentally owned (Section 146(g)).

Purpose Of Form.

Form 8328 is filed by the issuing authority of private activity bonds to elect to carryforward its unused volume cap for one (1) or more carryforward purposes (see Section 146(g)). If the election is made, bonds issued with respect to a specified carryforward purpose are not subject to the volume cap under Section 146(a) during the three (3) calendar years following the calendar year in which the carryforward arose but only to the extent that the amount of such bonds does not exceed the amount of the carryforward elected for that purpose.

When To File.

Form 8328 must be filed by the earlier of: (1) February 15 of the calendar year following the year in which the excess amount arises, or (2) the date of issue of bonds issued pursuant to the carryforward election.

Once Form 8328 is filed, the issuer may not revoke the carryforward election or amend the carryforward amounts shown on this form.

Where To File.

File Form 8328 with the Internal Revenue Service Center, Philadelphia, PA 19255.

Bonds Taken Into Account Under Section 146.

All private activity bonds issued during a calendar year are taken into account under Section 146 except:

1. Qualified 501(c)(3) bonds.
2. Exempt facility bonds for governmentally owned airports, docks and wharves, environmental enhancements of hydroelectric generating facilities, and solid waste disposal facilities.
3. Seventy-five percent (75%) of any exempt facility bonds for privately-owned high-speed intercity rail facilities; one hundred percent (100%) if governmentally owned.

4. Qualified veterans' mortgage bonds.
5. Bonds issued pursuant to a carryforward election. See Section 146(f)(3)(A).
6. Certain current refundings. See Section 146(l).
7. Certain bonds issued by Indian tribal governments for tribal manufacturing facilities. See Section 7871(c)(3).

In addition, the private activity portion of governmental bonds is taken into account to the extent that the nonqualified amounts exceeds Fifteen Million Dollars (\$15,000,000). See Sections 141(b)(5) and 146(m).

Bonds Eligible For Election.

An election under Section 146(f) may be made by the issuing authority for only the following types of tax-exempt bonds:

1. Qualified student loan bonds.
2. Qualified mortgage bonds (or mortgage credit certificates).
3. Qualified redevelopment bonds.
4. Exempt facility bonds taken into account under Section 146.

Specific Instructions.

All parts of this form must be completed to properly elect the carryforward provisions of Section 146(f).

Line 1 -- Enter the issuing authority's volume cap under Section 146 for the current calendar year. Take into account any reduction in the amount of the volume cap under Section 25(f) (relating to reduction where certain requirements are not met). See Section 146(nx2).

Line 2 -- Enter the total amount of private activity bonds issued by the issuing authority during the current calendar year that are taken into account under Section 1456. See Bonds Taken Into Account User Section 146.

Line 3 -- Enter the total amount of qualified mortgage bonds the issuing authority has elected not to issue under Section 25(c)(2)(A)(ii) during the calendar year. See Section 146(n)(1).

Line 4 -- Enter the total amount of volume cap allocated by the issuer to the private activity portion of governmental bonds. See Sections 141(b)(5) and 146(M).

Part III.

Purpose And Amount Of Each Carryforward.

Enter the amount of unused volume cap the issuer elects to carryforward for each carryforward purpose and the total carryforward amount. The total may not exceed the unused volume cap (line 6).

Signature.

Form 8328 must be signed by an authorized public official responsible for making allocations of the issuing authority's private activity bond limit.

(Sub)Exhibit "B".
(To Mortgage Credit Certificate Election)

Affidavit Of City's Chief Financial Officer.

The undersigned Walter K. Knorr hereby certifies that he is the duly qualified and acting Chief Financial Officer of the City of Chicago (the "City") and further certifies as follows:

1. The undersigned, along with other officials of the City, is charged with the responsibility of issuing bonds and mortgage credit certificates.

2. The City has not issued any issues of qualified mortgage bonds during the calendar year 1995 pursuant to Section 143 of the Internal Revenue Code of 1986, as amended (the "Code"). On February 21, 1996, the City issued its Collateralized Single-Family Mortgage Revenue Bonds, Series 1996-A and Series 1996-B (the "Mortgage Bonds"). The principal amount of the Mortgage Bonds together with the premium thereof required an allocation of Forty-nine Million Nine Hundred Ninety-eight

Thousand Forty Dollars (\$49,998,040) of the City's Carryforward of Unused Private Activity Bond Volume Cap for calendar year 1995 (the "1995 Unused Cap"). The amount of the City's 1995 Unused Cap which remains available for qualified mortgage bonds and qualified mortgage credit certificates after issuance of the Mortgage Bonds under the Code is Twenty-five Million Eight Hundred Thirteen Thousand Seven Hundred Fifty-eight Dollars (\$25,813,758).

3. The City has not heretofore elected not to issue qualified mortgage bonds using the 1995 Unused Cap during the calendar years 1995 or 1996.

Date: _____

Walter K. Knorr,
Chief Financial Officer
City of Chicago

State of Illinois
County of Cook

The foregoing instrument was acknowledged before me this _____ day of _____ by Walter K. Knorr, as Chief Financial Officer of the City of Chicago.

Notary Public in and for
Cook County, Illinois

[Seal]

My commission expires _____.

Exhibit "B".

City Of Chicago

Single-Family Mortgage Credit Certificate Program,

Series 1996

Lender Participation Agreement.

This Lender Participation Agreement (this "Agreement") made and entered into on this _____ day of _____, 199__, by and between the City of Chicago (the "City") acting through its Department of Housing ("D.O.H.") and

(the "Lender")

having its principal place of business at

Witnesseth:

Whereas, The Internal Revenue Code of 1986, as amended (the "Code"), provides for the creation of a mortgage credit certificate program to assist qualified individuals to acquire new and existing single-family housing (comprised of one to four living units) by providing qualified homebuyers with a Mortgage Credit Certificate ("M.C.C."); and

Whereas, By ordinance adopted _____, 1996 (the "Ordinance"), the City has established its Single-Family Mortgage Credit Certificate Program, Series 1996 (the "M.C.C. Program"); and

Whereas, The Lender wishes to participate in the M.C.C. Program;

Now, Therefore, In consideration of the foregoing, the parties hereto agree as follows:

1. The Lender acknowledges that it has received from D.O.H. a copy of the M.C.C. Program Administration Procedures attached

hereto (the "Program Description") and has reviewed the Program Description.

2. The Lender has been presented with and has reviewed the requirements under the Code for a potential homebuyer to qualify for the M.C.C. Program. The Lender certifies its policies and procedures for underwriting a mortgage loan for owner-occupied single-family residences (containing one to four living units) are not in conflict with the requirements of the M.C.C. Program, the Code or the Treasury Regulations promulgated thereunder (the "Regulations").
3. The Lender is duly organized and validly existing and in good standing under the laws of the state of its organization, is in good standing and authorized to do business in the State of Illinois and has the power and authority to execute, deliver and perform its duties under this Agreement. The Lender agrees that, so long as this Agreement is in effect, it will continuously maintain its existence and remain in good standing and qualified to do business under the laws of the state of its organization and qualified to do business in the State of Illinois.
4. The Lender has obtained all approvals necessary to execute, deliver and perform its duties under this Agreement. The execution and delivery hereof and performance by the Lender hereunder does not and shall not result in a breach of any terms, conditions or provisions of any legal restriction, agreement or instrument to which the Lender is a party.
5. The Lender will not take any action or permit to be taken any action which is within its control which would impair the M.C.C. Program or any M.C.C..
6. The Lender shall make available to potential homebuyers information about the M.C.C. Program in conjunction with information concerning the Lender's mortgage loan programs.
7. The Lender agrees to receive and process applications from potential homebuyers for M.C.C.s under the M.C.C. Program (the "Applicants"). The Lender will process each application and determine the Applicant's eligibility for the M.C.C. Program. The Lender will not refuse to review any completed application and will not reject an application for reasons other than those permitted herein. All applications shall be reviewed and either approved or rejected by the Lender on a "first come, first served" basis unless otherwise directed by D.O.H. pursuant to Section 17 of this Agreement.

8. The Lender agrees to obtain from the Applicant an Applicant Affidavit (the "Applicant Affidavit") evidencing compliance with the Code and Regulations. The Lender agrees to conduct such investigation(s) as necessary to certify that the Applicant has satisfied all requirements of the M.C.C. Program, the Code and the Regulations. Any misrepresentation contained in an Applicant Affidavit shall be grounds for the rejection of an M.C.C..
9. The Lender acknowledges that certain information is required to be provided to the Internal Revenue Service (the "I.R.S.") pursuant to Section 1.25-4T and Section 1.25-8T of the Regulations. Information necessary to comply with these reporting requirements is determined, in part, from the Applicant and records maintained by the Lender. The Lender agrees to file with the Internal Revenue Service on or before January 31 of each year (or such other date as may be set forth in the Regulations) a report in compliance with Section 1.25-8T of the Regulations. In addition, the Lender hereby agrees to collect and deliver to D.O.H., not later than the fifteenth (15th) day of each April, July, October and January while this Agreement is in effect, all information within the control of the Lender which is required to comply with the reporting requirements of the Regulations. The Lender hereby agrees, further, to comply with all data and record retention and all reporting requirements applicable to the M.C.C. Program which are required by the Code, the Regulations and the Program Description. The Lender shall keep all such records during the period the M.C.C. is in effect and for a period of two (2) years thereafter.
10. The Lender hereby agrees to provide the City with each original Application Affidavit and a copy of the mortgage loan application.
11. The Lender agrees that the City and the City's representatives have the right to examine and inspect, during normal business hours, all books and records in Lender's possession relating to any M.C.C. and the M.C.C. Program.
12. The Lender may charge an Applicant a reasonable and customary fee as would be charged to a potential borrower applying for mortgages other than in connection with an M.C.C.. The Lender shall also charge an Applicant a fee (the "Program Fee") of not less than Two Hundred Dollars (\$200) and not more than Three Hundred Dollars (\$300) for processing each application of an M.C.C.. Of the Program Fee, not more than One Hundred Dollars (\$100) is due at the time of application and shall be retained by the Lender. All or part of the Lender's

portion of the Program Fee may be waived by the Lender. The Two Hundred Dollar (\$200) balance shall be remitted to D.O.H. prior to the issuance of an M.C.C. in the form of a Lender's check, title company check, money order or cashier's check payable to the "City of Chicago Department of Housing". The Lender represents that, taking into account all the facts and circumstances, the portion of the Program Fee payable to the Lender is reasonably necessary to cover the administrative costs, including profit, of the Lender in connection with its acting as a party hereunder.

13. The Lender hereby agrees that it will immediately forward to D.O.H. all information which the Lender receives during the term of each M.C.C. which information indicates that a misrepresentation was made in applying for an M.C.C. or which may affect the continued eligibility of an Applicant for an M.C.C.. Any misrepresentation in the Application or in the Applicant Affidavit shall result in revocation of an M.C.C..
14. In the case of each Applicant, the Lender will comply with all applicable federal, state and local laws, ordinances and regulations with respect to equal opportunity and nondiscrimination and, in so doing, will not arbitrarily vary the terms of an M.C.C. or the application procedures therefor or refuse to review or approve an M.C.C. because of race, color, religion, national origin, disability, ancestry, age (provided the applicant has legal capacity to enter into a contract), sex, sexual orientation or marital status, parental status, military discharge or source of income or the fact that all or part of the Applicant's income derives from any public assistance program or the fact that the Applicant has in good faith exercised any right under the Federal Consumer Protection Act.
15. The Lender covenants to comply in all respects with provisions of Section 25 of the Code, the Regulations, the Ordinance and the Program Description.
16. The Lender agrees that in connection with the issuance of M.C.C.s, the Lender shall use all documents provided by D.O.H. as necessary to evidence compliance with the Code, the Regulations, the Ordinance and the Program Description. The Lender agrees it will execute and deliver to D.O.H. a certificate in a form satisfactory to the City evidencing the Lender's compliance with the Code, the Regulations, the Ordinance and the Program Description.
17. The Lender acknowledges that D.O.H. may, in its discretion, amend certain provisions of the Program Description, including, but not limited to, a) modifying the Certificate Credit Rate (as

defined in the Code) and b) restricting all or a portion of the mortgage loans to "targeted areas" of the City (within the meaning of the Code), in accordance with the goals of the Program. The Lender will abide by such changes upon receipt of notice from D.O.H..

18. The Lender agrees that it shall be an "event of default" hereunder if any of the following occurs: a) failure by the Lender to observe or perform in any material respect any covenant, condition or agreement contained herein; b) the filing or acquiescence by the Lender in the filing of any bankruptcy proceedings in a court of competent jurisdiction; c) failure by the Lender to pay the City, when due, the portion of the Program Fee to be paid by the Lender; or d) a determination that any representation or warranty by the Lender in this Agreement shall have been false in any material respect when made.
19. Upon an event of default, the City may immediately terminate any rights, duties and obligations of the Lender hereunder and/or take whatever other action at law or in equity which the City deems necessary to enforce performance and observance of any duties, obligations, agreements or covenants of the Lender hereunder.
20. This Agreement shall remain in full force and effect until the earlier of termination by the City or December 31, 1998 unless extended in writing by the parties. In addition to the remedies set forth in the preceding paragraph, the Lender or the City may terminate this Agreement, without cause, upon sixty (60) days written notice to the other party. Notwithstanding any such termination, the Lender shall continue to file any and all reports required to be filed by it with the City or the I.R.S. and to maintain all records required to be maintained by it pursuant to Section 25 of the Code and the Regulations for such time as an M.C.C. remains in effect with respect to any mortgage loan made by the Lender. No amendment to this Agreement shall be effective unless in writing and signed by both parties hereto.
21. This Agreement shall be governed by the internal laws of the State of Illinois without regards to its conflict of law principles.

This Agreement is entered into as of the day and year written above.

Lender: _____

City of Chicago, acting through its
Department of Housing

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Contact: _____

Telephone: _____

AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT
WITH VISION HOUSE, INC. FOR ACQUISITION AND
DEVELOPMENT OF PROPERTY AT 514
EAST 50TH PLACE.

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute a loan agreement with Vision House, Inc. for the property located at 514 East 50th Place, in an amount not to exceed \$1,898,454, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low- and moderate-income; and

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

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

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

WHEREAS, The City may have available certain funds in Corporate Fund No. 100 (the "Corporate Funds") to be used as the local match of HOME Funds as required under the HOME Program; and

WHEREAS, The City may have available to it certain funds (the "Program Income") derived from repayments to the City of HOME Funds and/or other returns on the investment of HOME Funds; and

WHEREAS, The City has received a notice of award of Six Million Three Hundred Thousand Dollars (\$6,300,000) (the "S.H.P. Funds") under the Supportive Housing Program (the "S.H.P. Program") of H.U.D. pursuant to an award letter dated July 10, 1995 from H.U.D., pursuant to which the City shall, inter alia, make loans for the acquisition and/or rehabilitation of permanent supportive housing for homeless persons with disabilities, and the S.H.P. Funds shall be administered by D.O.H.; and

WHEREAS, The City has been awarded One Million Dollars (\$1,000,000) (the "S.P.G. Funds") as a special purpose grant (the "S.P.G.") pursuant to a grant agreement dated as of April 25, 1995 between the City and H.U.D., for support of the development of affordable housing for persons living with the human immunodeficiency virus ("HIV") and/or acquired immune deficiency syndrome ("AIDS"), and the S.P.G. Funds shall be administered by D.O.H.; and

WHEREAS, The City has programmed Eight Million Seven Hundred Thirty-three Thousand Seven Hundred Seven Dollars (\$8,733,707) (the "Multi-Program Funds") for its Multi-Family Loan Program (the "Multi-Program") under the Community Development Block Grant Program, Year XXI, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five (5) or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by D.O.H.; and

WHEREAS, The City has received an allocation of Three Million One Hundred Twenty-two Thousand Dollars (\$3,122,000) (the "H.O.P.W.A. Funds") from H.U.D. under that certain Housing Opportunities for Persons with AIDS Grant Agreement dated November 14, 1994 between the City and H.U.D., and the H.O.P.W.A. Funds are administered by the City's Department of Health ("C.D.O.H."); and

WHEREAS, Pursuant to a grant agreement dated as of September 1, 1995 between the City and The Interfaith Housing Development Corporation of Chicago, an Illinois not-for-profit corporation ("Interfaith"), C.D.O.H. made a grant of Two Hundred Fifty Thousand Dollars (\$250,000) (the "H.O.P.W.A. Grant") from the H.O.P.W.A. Funds to Interfaith in connection with the acquisition by Interfaith of the Property (as defined in Exhibit A attached hereto and made a part hereof); and

WHEREAS, The H.O.P.W.A. Grant was secured by a first mortgage lien on the Property in favor of the City (the "H.O.P.W.A. Mortgage"); and

WHEREAS, Interfaith executed certain other documents which evidenced certain continuing obligations of Interfaith with respect to the Property

pursuant to the H.O.P.W.A. Grant (collectively, the "H.O.P.W.A. Documents"); and

WHEREAS, Interfaith has proposed that (a) title to the Property be transferred to an Illinois not-for-profit corporation (the "Borrower"), to be formed by Interfaith and Bethlehem Vision, Inc., an Illinois not-for-profit corporation; and (b) the Borrower assume the obligations of Interfaith under the H.O.P.W.A. Mortgage and the H.O.P.W.A. Documents; and C.D.O.H. has agreed to such proposals; and

WHEREAS, The City has received an allocation of Four Million Seven Hundred Twenty Thousand Five Hundred Dollars (\$4,720,500) (the "Shelter Plus Care Program Fund") from H.U.D. pursuant to that certain 1995 Shelter Plus Care Agreement by which the City, through its Department of Human Services ("D.H.S."), provides project-based rental assistance to "eligible persons", as defined in 24 C.F.R. Part 582; and

WHEREAS, Pursuant to an agreement dated as of January 1, 1996 between the City and Interfaith (the "Shelter Plus Care Agreement"), D.H.S. has agreed to provide One Hundred Seventy-four Thousand Four Hundred Eighty-seven Dollars (\$174,487) from the Shelter Plus Care Program Funds to Interfaith for project-based rental assistance in connection with the Property; and

WHEREAS, Interfaith has proposed that (a) the Borrower be permitted to assume the obligations of Interfaith under the Shelter Plus Care Agreement, (b) the Shelter Plus Care Agreement be amended as necessary to provide eligible rental assistance in connection with the Property, and (c) the Shelter Plus Care Agreement be renewed on an annual basis subject to funding availability; and D.H.S. has agreed to such proposals; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed One Million Eight Hundred Ninety-eight Thousand Four Hundred Fifty-four Dollars (\$1,898,454) (the "Loan"), to be funded from HOME Funds, Corporate Funds, Program Income, S.H.P. Funds, S.P.G. Funds and/or Multi-Program funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and to be secured by a mortgage on the Property (the "D.O.H. Mortgage"); and

WHEREAS, C.D.O.H. and D.O.H. have agreed that the lien of the H.O.P.W.A. Mortgage shall be subordinated in favor of the lien of the D.O.H. Mortgage; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O. H. (the "D.O.H. Commissioner") and a designee of the D.O.H. Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the HOME Program, the S.H.P Program, the S.P.G. and/or the Multi-Program. The D.O.H. Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the D.O.H. Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. The Commissioner of C.D.O.H. (the "C.D.O.H. Commissioner") and a designee of the C.D.O.H. Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such consents, amendments, releases, agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the transfer of title to the Property to the Borrower, the assumption by the Borrower of the obligations of Interfaith under the H.O.P.W.A. Mortgage and the H.O.P.W.A. Documents, and the subordination of the lien of the H.O.P.W.A. Mortgage to the lien of the D.O.H. Mortgage.

SECTION 4. The Commissioner of D.H.S. (the "D.H.S. Commissioner") and a designee of the D.H.S. Commissioner are each hereby authorized, subject to approval by Corporation Counsel, to enter into and execute such consents, amendments, releases, agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the assumption by the Borrower of the obligations of Interfaith under the Shelter Plus Care Agreement, the amendment of the Shelter Plus Care Agreement in connection with the provision of eligible rental assistance in connection with the Property and the renewal thereof during the term of the Loan. Upon the execution and receipt of proper documentation, the D.H.S. Commissioner is hereby authorized to disburse the funds for use as rental assistance under the Shelter Plus Care Agreement, as the same may be amended or renewed pursuant hereto, to the Borrower.

SECTION 5. In connection with the loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and made a part hereof.

SECTION 6. 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 7. This ordinance shall be effective as of the date of this passage.

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

Exhibit "A".

Borrower: An Illinois not-for-profit corporation to be formed by The Interfaith Housing Development Corporation of Chicago, an Illinois not-for-profit corporation, and Bethlehem Vision, Inc., an Illinois not-for-profit corporation.

Project: Rehabilitation of a building located at 514 East 50th Place, Chicago, Illinois, 60615 (the "Property") and of twenty-five (25) dwelling units contained therein as studio, one-, two- and three-bedroom units for low-income homeless families of whom at least one (1) family member is living with HIV and/or AIDS.

Loan: Source: HOME Program/Corporate Funds/
Program Income/Multi-Program Year
XXI/S.H.P. Funds/S.P.G. Funds.

Amount: Not to exceed \$1,898,454.

Term: Not to exceed 42 years.

Interest: 0% per annum.

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

Additional
Financing: 1. Amount: \$333,333.
Term: 40 years.

- Source: Illinois Housing Development Authority, or a financial institution acceptable to the D.O.H. Commissioner.
- Interest: 0% per annum.
- Security: Third mortgage on the Property.
2. Amount: \$200,000.
- Term: Seaway National Bank, through its participation in the Federal Home Loan Bank of Chicago's Affordable Housing Program, or an entity acceptable to the D.O.H. Commissioner.
3. Amount: \$32,000.
- Source: Illinois Department of Commerce and Community Affairs, or an entity acceptable to the D.O.H. Commissioner.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C..

Water for Construction.

Smoke Abatement.

- B. Electrical Permit: Service and Wiring.
- C. Elevator Permit (if applicable).
- D. Wrecking Permit (if applicable).
- E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

Termination Fees for Existing Water Taps.

(Fees to purchase B-boxes, meters and remote readouts are not waived)

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO PARK DISTRICT AND
FOREST PRESERVE DISTRICT OF COOK
COUNTY FOR ESTABLISHMENT OF
"NEIGHBORSPLACE"

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority for the City of Chicago to participate in the establishment of NeighborSpace, a not-for-profit 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, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There is a lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, There is a need and desire to develop typically small, open spaces as pocket parks, gardens and natural areas for public use for the benefit of the citizens of the City; and

WHEREAS, It is in the interest of the City for the development and maintenance of such open spaces to be undertaken by private parties who reside in the neighborhoods in which such spaces are located; and

WHEREAS, Neighborhood community groups are often unable to develop and maintain such spaces for public use because of concerns over liability and/or lack of adequate funds; and

WHEREAS, The Department of Planning and Development ("Department") has recommended the formation of a not-for-profit corporation to be known as "NeighborSpace" to own, lease, manage, or hold easements to typically small, open spaces in the City for development and maintenance by neighborhood community and business groups since such open space projects can be more efficiently managed by local groups than by governmental agencies; and

WHEREAS, NeighborSpace would be formed as a collaboration among the City, the Chicago Park District ("Park District") and the Forest Preserve District of Cook County ("Forest Preserve District"); and

WHEREAS, The Mayor of the City, the President of the Park District Board of Commissioners and the President of the Forest Preserve District Board of Commissioners would each appoint a representative to serve as an incorporator of NeighborSpace; and

WHEREAS, The Mayor would appoint one Department Head and one City Council member to serve on the NeighborSpace Board of Directors; and

WHEREAS, The President of the Park District Board of Commissioners would appoint one Board member and the General Superintendent would appoint one Department Head to serve on the NeighborSpace Board of Directors; and

WHEREAS, The President of the Forest Preserve District Board of Commissioners would appoint one Commissioner who represents part of the City of Chicago and the General Superintendent would appoint one Department Head to serve on the NeighborSpace Board of Directors; and

WHEREAS, The Mayor, the President of the Park District Board of Commissioners and the President of the Forest Preserve District Board of Commissioners would jointly appoint one (1) member to the NeighborSpace Board of Directors; and

WHEREAS, A three (3) member nominating committee of the appointed board members would recommend three (3) non-governmental representatives to the NeighborSpace Board of Directors; and

WHEREAS, The three (3) non-governmental representatives must have a significant amount of experience in open space and/or parks management, maintenance, planning or development; and

WHEREAS, The City, the Park District and the Forest Preserve District would enter into an intergovernmental agreement to define the commitment of each governmental entity to NeighborSpace; and

WHEREAS, The City, the Park District and the Forest Preserve District, subject to annual appropriation, would each donate Ninety-three Thousand Seven Hundred Fifty and no/100 Dollars (\$93,750.00) per year for three (3) years to NeighborSpace; and

WHEREAS, The Department has already allocated Ninety-three Thousand Seven Hundred Fifty and no/100 Dollars (\$93,750.00) in its 1996 budget for NeighborSpace; and

WHEREAS, NeighborSpace will have the powers to buy, accept donations of, own, lease, hold easements to, and sell real property; and

WHEREAS, The City would donate, sell or lease typically small parcels to NeighborSpace for use as open space benefitting the Citizens of the City, subject to the approval of the City Council for each parcel for the purpose of creating open public spaces; and

WHEREAS, NeighborSpace will have the power to acquire tax delinquent parcels including applying therefor through the City's Tax Reactivation Program where appropriate and applicable, and easements, or title to river edges dedicated for open space purposes as part of planned developments; and

WHEREAS, NeighborSpace would enter into agreements with local groups for the use and maintenance of open spaces; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The establishment of NeighborSpace is a valid exercise of the home rule powers of the City and will facilitate the development of open spaces for the use and benefit of the citizens of the City of Chicago.

SECTION 3. The establishment of NeighborSpace, an Illinois not-for-profit corporation is approved.

SECTION 4. The Mayor, on behalf of the City of Chicago, is authorized to:

- a) appoint a representative to serve as an incorporator of NeighborSpace;
- b) enter into an intergovernmental agreement with the Park District and Forest Preserve District consistent with the above findings of the City Council and upon the approval of the Corporation Counsel as to form and legality;
- c) appoint one Department Head and one (1) City Council member to the NeighborSpace Board of Directors; and
- d) jointly with the President of the Park District Board of Commissioners and the President of the Forest Preserve District Board of Commissioners, appoint one (1) member to the NeighborSpace Board of Directors.

SECTION 5. This ordinance shall become effective immediately upon its passage.

Intergovernmental Agreement referred to in this ordinance reads as follows:

Intergovernmental Agreement.

This Intergovernmental Agreement ("Agreement") is entered into this _____ day of _____, 1996, by and among the City of Chicago ("City"), an Illinois municipal corporation, the Chicago Park District ("Park District"), an Illinois municipal corporation, and the Forest Preserve District of Cook County ("Forest Preserve District"), an Illinois special district and pertains to the formation of a not-for-profit corporation to be known as "NeighborSpace."

Witnesseth:

Whereas, There is a lack of open space in the City for recreational and aesthetic uses; and

Whereas, The City, the Park District, and the Forest Preserve District wish to develop typically small open spaces as public pocket parks and gardens and to preserve river edges and natural areas for public use; and

Whereas, It is in the interest of the City, the Park District, and the Forest Preserve District, for the development and maintenance of such spaces to be undertaken by private parties who reside in the neighborhoods in which such places are located; and

Whereas, Neighborhood community groups are often unable to develop and maintain such spaces for public use because of concerns over liability and/or lack of adequate funds; and

Whereas, The City, the Park District, and the Forest Preserve District wish to support the formation of a not-for-profit corporation to be known as "NeighborSpace"; and

Whereas, NeighborSpace would own, lease, manage, or hold easements to typically small, open spaces, in the City for development and maintenance by neighborhood community groups since such open space projects can be more efficiently managed by local groups than by governmental agencies; and

Whereas, NeighborSpace will have the power to buy, accept donations of, own, lease, hold easements to, and sell real property; and

Whereas, NeighborSpace will also have the power to acquire tax delinquent parcels including applying therefor through the City's Tax Reactivation Program where appropriate and applicable, and to acquire easements, or title to river edges dedicated for open space purposes as part of planned developments; and

Whereas, NeighborSpace would enter into agreements with local groups for the use and maintenance of open spaces; and

Whereas, The City, the Park District and the Forest Preserve District are entering into this Agreement to facilitate the formation of NeighborSpace;

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

Section 1.

Incorporation Of Recitals.

The foregoing recitals are expressly incorporated in and made a part of this Agreement as if fully set forth therein.

Section 2.

Obligations Of The City And The Park District.

The City and the Park District each agree to donate, sell or lease typically small parcels to NeighborSpace subject, respectively, to the approval of the City Council and the Park District Board of Commissioners for each parcel for the purpose of creating open public spaces.

Section 3.

*Obligations Of The City, The Park District And
The Forest Preserve District.*

The City, the Park District and the Forest Preserve District each agrees to do the following:

- A. Appoint one representative to serve as an incorporator of NeighborSpace.
- B. Subject to annual appropriations, each provide Ninety-three Thousand Seven Hundred Fifty and no/100 Dollars (\$93,750.00) per year to NeighborSpace in fiscal years 1996, 1997 and 1998. Funds for fiscal year 1996 shall be provided upon the signing of this Agreement. Subsequent funds shall be provided by February 1, 1997, and February 1, 1998.
- C. Make appointments to the NeighborSpace Board of Directors as follows:
 - 1) The City, acting through its Mayor, agrees to appoint one Department Head and one City Council member.

- 2) The Park District, acting through the President of its Board of Commissioners, agrees to appoint one member of the Board of Commissioners, and acting through its General Superintendent, agrees to appoint one Department Head.
- 3) The Forest Preserve District, acting through the President of its Board of Commissioners, agrees to appoint one member of the Board of Commissioners who represents part of the City, and acting through its General Superintendent, agrees to appoint one Department Head.
- 4) The Mayor, the President of the Park District Board of Commissioners, and the President of the Forest Preserve District Board of Commissioners agree to jointly appoint one (1) member to the NeighborSpace Board of Directors.

Section 4.

*Composition Of The NeighborSpace
Board Of Directors.*

In addition to the members of the Board of Directors provided for in Section 3(C) of this Agreement, the Board shall also include three (3) non-governmental representatives who shall serve upon approval of the full Board. The non-governmental representatives shall have a significant amount of experience in open space and/or parks management, maintenance, planning or development.

Section 5.

Headings.

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

*Section 6.**Governing Law.*

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

*Section 7.**Entire Agreement.*

This Agreement shall constitute the entire agreement between the parties. This Agreement may not be modified or amended in any manner other than by written agreement executed by the parties.

*Section 8.**Severability.*

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

*Section 9.**Personal Liability.*

No officer, director, employee, representative or agent of any party shall have any personal obligation or liability arising hereunder or relating hereto, including but not limited to any liability for breach of the terms of this Agreement or any action taken by or on behalf of NeighborSpace.

*Section 10.**Corporate Liability.*

The parties hereto shall not be liable in their corporate capacities for any actions taken by or on behalf of NeighborSpace.

*Section 11.**Counterparts.*

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement.

*Section 12.**Failure To Meet Obligations.*

If any party fails to meet its obligations under this Agreement, this Agreement shall remain binding upon the other parties.

*Section 13.**Binding Effect.*

This Agreement shall be binding upon the parties hereto, their successors and assigns.

*Section 14.**Required Approval.*

This Agreement shall become effective only after its approval by the parties as evidenced by their signatures to this Agreement.

*Section 15.**Term Of Agreement.*

The term of this Agreement shall commence on the date of its execution by all the parties, and shall terminate three years from the date of its execution. However, the term of this Agreement may be amended by written agreement of the parties.

*Section 16.**Subsequent Agreements.*

Nothing contained herein shall be construed as prohibiting the parties from entering into subsequent agreements upon the termination of this Agreement.

In Witness Whereof, The parties hereto have caused this Agreement to be duly executed in their names and on their behalves on or as of the date first written above.

City of Chicago,
an Illinois municipal corporation

By: Richard M. Daley, Mayor

Attest:

James J. Laski, City Clerk

Chicago Park District,
an Illinois municipal corporation

By: _____
Forrest Claypool,
General Superintendent

Forest Preserve District of Cook County,
an Illinois special district

By: _____
Joseph N. Nevius,
General Superintendent

AUTHORIZATION FOR COMMUNITY DEVELOPMENT BLOCK
GRANT FLOAT LOAN TO UNIVERSAL SCRAP METALS,
INC. FOR ACQUISITION AND REHABILITATION OF
PROPERTY AT 2434 WEST FULTON STREET.

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute a Community Development Block Grant Float Loan to Universal Scrap Metals, Inc. to be located at 2434 West Fulton Street, in the amount of \$2,200,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

Alderman Allen 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 (the "City Council") enacted an ordinance on November 15, 1995, published in the Journal of Proceedings of the City Council of such date at pages 11868 through 11966, authorizing funding for the Community Development Block Grant ("C.D.B.G.") Float Loan Program (the "Program") for C.D.B.G. Year XXII (1996); and

WHEREAS, Universal Scrap Metals, Inc., an Illinois corporation (the "Borrower"), made an application of 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 forty-four (44) new, permanent, full-time equivalent 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 Two Million Two Hundred Thousand Dollars (\$2,200,000)(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: Universal Scrap Metals, Inc.,
an Illinois corporation.

Present
Address: 2201 West Fulton Street
Chicago, Illinois 60612.

Loan Program: C.D.B.G. Float Loan.

Amount: Not to exceed \$2,200,000.

Term: Not to exceed 24 months.

Interest Rate: 3½% per annum.

Collateral: Letter of Credit to be issued by Comerica Bank-Illinois,
Franklin Park, 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 (i) acquisition and renovation of an existing 121,000 square foot facility located at 2434 West Fulton Street, Chicago, Illinois; and (ii) purchase of certain equipment, with such facilities and equipment to be used for the processing and recycling of scrap metal.

AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH AND SALE OF PROPERTY AT 159
NORTH DEARBORN STREET IN NORTH LOOP
BLIGHTED COMMERCIAL DISTRICT
TO LIVENT, INC.

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to execute a sale of the property at 159 North Dearborn Street in the North Loop Blighted Commercial District to Livent, Inc. and to allocate tax increment funds and execute a redevelopment agreement with Livent, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago ("City") on June 20, 1984 (Council Journal of Proceedings, pages 7573 -- 7714), a certain redevelopment plan and project ("Plan") for the North Loop Tax Increment Redevelopment Project Area ("Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) ("Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 20, 1984 (Council Journal of Proceedings, pages 7573 -- 7714), the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance ("T.I.F. Ordinance") adopted by the City Council on June 20, 1984 (Council Journal of Proceedings, pages 7715 -- 7717), tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Livent Realty (Chicago), Inc., a Delaware corporation ("Company"), shall acquire certain real estate (and related equipment, fixtures and chattels) located within Block 36 of the Area, which is part of and be legally severed in ownership from improved real estate known as the 32 West Randolph Street Building situated at 32 West Randolph Street, Chicago, and shall consist of the land and area comprising the now vacant historic Oriental Theater ("32 West Randolph Property"); and

WHEREAS, The Company shall additionally acquire from the City that certain parcel of real estate also located within Block 36 of the Area, which is

presently improved with a four-story office building commonly referred to as the "Oliver Building" situated at 159 North Dearborn Street, Chicago; and

WHEREAS, The Oliver Building is designated a Chicago landmark by ordinance adopted by the City Council on May 9, 1984 (Council Journal of Proceedings, pages 6511 -- 6512), as corrected by that certain ordinance adopted on July 9, 1984 (Council Journal of Proceedings, page 8172); and

WHEREAS, The 32 West Randolph Property and the Oliver Property shall be collectively referred to as the "Site"; and

WHEREAS, The Company, subsequent to its acquisition of the Site, shall redevelop the Site as the "new" Oriental Theater, with quality retail facilities adjacent to its entrance on West Randolph Street. The improvements shall consist of a theater having approximately two thousand one hundred eighty (2,180) seats, together with box office, lobbies, reception suite, concession and merchandising areas, rehearsal hall, administrative offices, dressing rooms, wardrobe maintenance and laundry facilities, and other support facilities compatible with the operation of a first class live theater, and approximately seven thousand (7,000) square feet of retail space and shall provide for the historic renovation and/or rehabilitation, as needed, of the facade of the Oliver Building (the above-described improvements are collectively referred to as the "Project"); and

WHEREAS, The Company has proposed to undertake the redevelopment of the Site in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Company and the City, including but not limited to the acquisition of the Site by the Company, the construction of the Project, and the operation of the Oriental Theater for the presentation of live theatrical performances until the expiration of the term of the Plan; and

WHEREAS, The acquisition of the 32 West Randolph Property and the construction of the Project by the Company shall be financed in part by incremental taxes allocated to the City in accordance with the T.I.F. Ordinance in an aggregate amount not to exceed the sum of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000), and additionally, the City shall finance by utilizing said incremental taxes those sums needed for the acquisition of the Oliver Building and the relocation of tenants as may be required; and

WHEREAS, Pursuant to Resolution 96-CDC-4 adopted by the Community Development Commission of the City of Chicago ("Commission") on January 29, 1996, the Commission authorized the City's Department of Planning and Development ("D.P.D.") to publish notice pursuant to Section 5/11-74.4(c) of the Act of its intention to negotiate a redevelopment agreement with the Company for the Project and to request alternative proposals for redevelopment of the Area or a portion thereof; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Area or a portion thereof and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Area or a portion thereof by March 1, 1996 at 2:00 P.M., pursuant to Resolution 96-CDC-4., the Commission has recommended that the Company be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Company for the Project; now, therefore,

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

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

SECTION 2. The Company or an affiliate of the Company meeting the prior approval of the Commissioner of D.P.D. ("Commissioner") which is a wholly-owned subsidiary of Livent, Inc., a corporation organized under the laws of the Province of Ontario, is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Company and the City substantially in the form attached hereto as Exhibit A and made a part hereof ("Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

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

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

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

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

Exhibit "A".

*Block 36, North Loop Project Development Agreement
Oriental Theater.*

This Redevelopment Agreement ("Agreement"), dated as of _____, 1996, is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City") and Livent Realty (Chicago) Inc., a Delaware corporation, having its principal office at 165 Avenue Road, Suite 600, Toronto, Ontario, Canada M5R 3S4 ("Developer").

Recitals.

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

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

C. On March 20, 1979, the Commission designated an area within the corporate boundaries of the City as a blighted commercial area to be known as "Blighted Commercial Area North Loop" ("Redevelopment Area"), and on March 20, 1979, approved a redevelopment plan ("Redevelopment Plan") for the Redevelopment Area. The blighted commercial area designation was approved by the City Council of the City of Chicago ("City Council"), pursuant to an ordinance duly adopted on March 28, 1979. The Redevelopment Plan was approved by the City Council pursuant to an ordinance duly adopted on March 28, 1979 and, as revised, was approved by an ordinance adopted on October 27, 1982. The North Loop Guidelines for Conservation and Redevelopment ("Guidelines") pertaining to the Redevelopment Area, were approved by the Commission on March 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981, and, as so revised, were approved by the City Council on October 22, 1981, as further revised by the Commission on October 12, 1982, and, as so further revised, approved by the Chicago Plan Commission on October 14, 1982, and, with additional revisions, were further approved by the City Council on October 27, 1982; and as further revised and approved by the Chicago Plan Commission on September 2, 1987, were further approved by the City

Council on September 23, 1987; and as further revised by the Commission on January 24, 1989, were finally approved by the City Council on March 29, 1989.

D. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 656 ILCS 5/11-74.4-1, et seq. (1994 State Bar Edition), as amended from time to time (the "T.I.F. Act"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects.

E. To induce redevelopment pursuant to the T.I.F. Act, the City Council adopted the following ordinances on June 20, 1984: (1) An ordinance regarding "Authority Granted for Approval of Tax Increment Redevelopment Plan and Redevelopment Project for North Loop Redevelopment Project" ("T.I.F. Plan"); (2) An ordinance regarding "Authority Granted for Designation of North Loop Tax Increment Redevelopment Project Area"; and (3) An ordinance regarding "Authority Granted for Adoption of Tax Increment Financing for North Loop Tax Increment Redevelopment Project Area" (the "T.I.F. Adoption Ordinance") (sometimes collectively referred to herein as the "T.I.F. Ordinances"). The designated redevelopment project area is included within the Redevelopment Area.

F. As more specifically defined hereinafter, the "Redevelopment Documents" are comprised of the Redevelopment Plan, the Guidelines and the T.I.F. Plan. The Redevelopment Documents set forth: (i) the City's general objectives for the Redevelopment Area; and (ii) certain specific planning and design criteria for the Redevelopment Area.

G. As contemplated in the Agreement, Developer seeks and intends to acquire, pursuant to the Option Agreement (as hereinafter defined), certain real estate (and related equipment, fixtures and chattels) located within Block 36 (hereinafter defined) of the Redevelopment Area, which is part of and is to be legally severed in ownership from the improved real estate known as the 32 West Randolph Street Building situated at 32 West Randolph Street, Chicago, Illinois and shall consist of the land and area thereof comprising the now vacant historic Oriental Theater, retail property containing approximately seven thousand (7,000) square feet of retail space on three (3) levels (basement, first (1st) floor and second (2nd) floor) on West Randolph Street adjacent to the Oriental's main entrance and other appurtenances, all as will be determined by survey and the so-called Reciprocal Rights Agreement pursuant to the Option Agreement. For purposes of the Agreement such real estate shall be referred to as the "Oriental Property" and is legally described on (Sub)Exhibit A attached hereto (as the same may be revised from time to time).

H. In accordance with the terms of the Agreement, the City shall take the steps provided for herein to acquire that certain parcel of real estate located within Block 36 of the Redevelopment Area, which is presently improved

with a four (4) story office building commonly referred to as the "Oliver Building" located at 159 North Dearborn Street, Chicago, Illinois, and to terminate the tenant occupancies thereof so that Developer may gain vacant possession thereof. For purposes of the Agreement, such real estate shall be referred to as the "Oliver Property" and is also legally described on (Sub)Exhibit A attached hereto and the building thereon shall be referred to as the "Oliver Building".

I. The Oliver Building has been designated as a Chicago landmark pursuant to the terms of that certain ordinance ("Landmarks Ordinance") adopted by the City Council on May 9, 1984 (Council Journal of Proceedings, pages 6511 -- 6512), as corrected by that certain ordinance dated July 9, 1984 (Council Journal of Proceedings, page 8172). The Oliver Building is also subject to the terms and conditions described in that certain preservation easement ("Preservation Easement") between the City and Chicago Title and Trust Co., Trust Number 53891, which easement is dated as of December 14, 1983 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") as Document Number 26910729. In particular, the Preservation Easement provides for the historic preservation of the exterior facade of the Oliver Building facing North Dearborn Street.

J. Pursuant and subject to the terms of the Agreement, the City, subsequent to acquisition, will convey fee simple title to the Oliver Property to Developer. Acquisition of the nearby Oliver Building is an essential component because its interior will be reconstructed to accommodate the expansion of theater stage, which is vital to being able to accommodate the demands of large scale contemporary musical theater productions. Developer shall redevelop the Oliver Property and the Oriental Property as the "new" Oriental Theater, with retail facilities compatible with the operation of the Oriental Theater adjacent to its entrance on West Randolph Street. The improvements shall include a theater with approximately two thousand one hundred eighty (2,180) seats (reduced from the former estimated seating capacity of three thousand two hundred (3,200)) and a rehearsal hall, together with ancillary facilities, including, without limitation, a box office, lobbies, reception suite, concession and merchandising areas, administrative offices, dressing rooms, wardrobe, maintenance and laundry facilities, and other support facilities compatible with the operation of a first class live theater, and approximately seven thousand (7,000) square feet of retail space and shall provide for the historic renovation and/or rehabilitation, as needed, of the facade of the Oliver Building (the "Project" as more fully described below).

K. The City (as further described in the Agreement) has agreed to pay or reimburse Developer for certain activities in conjunction with the assemblage of the Site (as hereinafter defined) and the construction of the Project utilizing Incremental Taxes (as hereinafter defined) collected as a result of the T.I.F. Adoption Ordinance.

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

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

Definitions.

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

Affidavits: Those certain affidavits and certifications executed and delivered by Developer as required by the City and consisting of an Economic Disclosure Statement, Anti-Scofflaw Affidavit, Certification Regarding Lobbying and any other customary affidavit or certification required by the City in connection with the Agreement and its undertaking to provide the City's financial contribution (as hereinafter defined).

Affiliate: Any person or entity directly or indirectly controlling, controlled by or under the common control with Developer.

Agreement to Provide Assistance to the School Reform Board of Trustees: That certain agreement to be entered into between the City and Developer in connection with the Agreement substantially in the form attached hereto as (Sub)Exhibit M.

Architect: One or both of the co-architects designing the Project, namely Daniel P. Coffey & Associates and Kofman Engineering Limited.

Block 36: That certain block located in the City's Loop bounded on the east by North State Street, on the west by North Dearborn Street, on the south by West Randolph Street and on the north by West Lake Street. The block is commonly referred to as "Block 36" of the City's North Loop Redevelopment Area.

Certificate: The certificate of completion to be issued by the City once the construction of the Project has been completed, in accordance with subsection 4.13 below.

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

City Fee: The fee described in subsection 8.4 of the Agreement.

City's Financial Contribution: The funds to be spent by the City from incremental taxes described and defined as such in subsection 4.8(b) below.

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

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

Completion: The substantial completion of the Project. The Project shall be considered substantially complete when improvements and all common or public areas of the Project are substantially finished and ready for use and occupancy for the purpose intended.

Completion Guaranty: That certain Completion Guaranty to be provided by Livent to the City substantially in the form attached hereto as (Sub)Exhibit Q in order to induce the City to enter into the Agreement.

Component: Those certain drawings, sketches, charts, details and specifications that correspond to each of the demolition, construction or renovation activities constituting the Project, and which collectively shall comprise the working drawings and specifications for the project.

Component Contract: Any construction contract (approved by the D.P.D.) between the construction manager and a contractor to undertake the various component work of the project.

Component Work: The work associated with a particular Component and undertaken pursuant to an executed Component Contract and defined as such in subsection 4.5(b).

Construction Manager: The entity hired by developer and approved by the D.P.D. to hire a Contractor or Contractors and to coordinate the construction of a Component or various Components.

Contractor: A general or prime contractor meeting the prior approval of the D.P.D. hired by the Construction Manager to undertake the completion of the various Component Work constituting the project, as further described in subsection 4.7(c) below.

Covenant of Performance: The covenant of performance to be provided by Developer to the City in connection with the mortgage and defined as such in subsection 4.8(b) below.

Demolition Contractor: That certain Contractor meeting the prior approval of the City hired by developer or the Construction Manager as the demolition contractor to undertake the demolition component work, as further described in (sub)section 4.7(b) below.

Developer: Livent Realty (Chicago) Inc., a Delaware corporation.

Developer's Financial Contribution: The funds for the project to be provided by Developer described and defined as such in subsection 4.8(a) below.

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

Equity: The cash funds or direct-pay letter of credit comprising part of Developer's Financial Contribution to be delivered to the City in accordance with the provisions of subsection 4.8(a) below.

Environmental Laws: Any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago.

Escrow: That certain construction escrow to be created by the parties pursuant to the provisions described in Subsection 4.8(c) below.

Hazardous Materials: Any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any applicable environmental law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

Incremental Taxes: Ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the T.I.F. Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into a special tax allocation fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

Inspector: The independent inspector selected by the City and Developer pursuant to subsection 4.8(c)(6) below.

Landmarks Commission: The Commission on Chicago Landmarks of the City.

Livent: Livent, Inc., an Ontario, Canada, corporation.

Mortgage: The mortgage in favor of the City described and defined as such in subsection 4.8(b) below.

Oliver Building: That certain building in Block 36 and defined as such in Recital H.

Oliver Property: That certain real estate in Block 36 and defined as such in Recital H presently owned or to be acquired by the City and conveyed to Developer as contemplated in the Agreement.

Option Agreement: That certain option agreement, Oriental Theater, Chicago, made as of June 6, 1995 by and among 32 West Randolph Street Limited Partnership, as Vendor, Developer, as Purchaser, and American National Bank and Trust Company of Illinois Trust No. 10-5522-06, as Land Trustee, relating to the sale of the oriental property, as the same may be amended from time to time.

Oriental Property: That certain real estate in Block 36 and defined as such in Recital G.

Oriental Theater: The theater consisting of approximately two thousand one hundred eighty (2,180) seats and a rehearsal hall, to be constructed and redeveloped by Developer at the site, together with ancillary facilities including, without limitation, the following: the box office, lobbies, reception suite, concession and merchandising areas and various backstage facilities including dressing rooms, wardrobe, maintenance and laundry facilities, administrative offices and other support facilities.

Project: The historic renovation and/or rehabilitation, as needed, of the facade of the Oliver Building and the construction and development of the Oriental Theater and related improvements by Developer at the Site, including the development of approximately seven thousand (7,000) square feet of adjacent retail space compatible with the operation of a first class live theater (all as further described in Recital J and subsections 4.2 and 4.3 of the Agreement), in accordance with Working Drawings and Specifications approved by the City pursuant to subsection 4.5 below.

Property: The Oliver Property and the Oriental Property as assembled for the Project as contemplated in the Agreement and also sometimes referred to as the Site.

Public Benefits Agreement: That certain agreement to be entered into between the City and Developer in connection with the Agreement substantially in the form attached hereto as (Sub)Exhibit L.

Redevelopment Documents: The Redevelopment Plan, the Guidelines and the T.I.F. Plan. The Redevelopment Documents shall include any revision made from time to time by the City, provided that no such revision shall: (i) alter the use of the Site for the purposes contemplated by the Agreement; (ii) substantially alter the schedule for Completion of the Project; or (iii) expressly require Developer to take any action that results in a material increase in the overall development costs of the Project or Developer's share thereof.

Redevelopment Project Costs: Redevelopment project costs as defined in Section 5/11-74.4-3(q) of the T.I.F. Act, as amended from time to time.

Related Agreements: The Agreement to provide Assistance to the Chicago School Reform Board of Trustees, the Mortgage and the Public Benefits Agreement.

Schedule: The schedule for the dates of completion of the various Project activities, described on (Sub)Exhibit R attached hereto, as the same may be revised and updated from time to time pursuant to the provisions of the Agreement.

Site: That certain real property described in (Sub)Exhibit A attached hereto. The site shall consist of the Oliver Property and the Oriental Property.

Specialty Contracts: Those certain contracts, other than Component Contracts, approved by the D.P.D. which are entered into by the Developer or the Architect to undertake certain of the activities constituting the Project.

Specialty Work: The work associated with a particular Component and undertaken pursuant to an executed Specialty Contract, and defined as such in subsection 4.5(b).

Subsequent Developer: That certain entity which shall acquire the Site from the City in the event of a breach by the Developer as more specifically described in subsections 5.3(d) and (e) below.

Title Company: Chicago Title Insurance Company, or such other title company mutually selected by the parties in accordance with the terms and conditions of the Agreement.

Term Of The Agreement: The period for which the Agreement is in effect pursuant to the T.I.F. Ordinances (through and including March 1, 2007).

Working Drawings and Specifications: Collectively, the final working drawings and specifications for the various Components of the Project, which have been approved by the D.P.D..

Section I.

Incorporation Of Recitals And Definitions.

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

Section II.

Covenants, Representations And Warranties.

2.1 Covenants, Representations And Warranties Of Developer.

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

- (a) Developer is a duly organized and existing Delaware corporation in good standing under the laws of the State of Illinois, and is a wholly-owned subsidiary of Livent.
- (b) No litigation or proceedings are pending or, to the best of Developer's knowledge, are threatened against Developer or any Affiliate of Developer which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement, the Redevelopment Documents and the Related Agreements; or (ii) materially affect the operation or financial condition of Developer.
- (c) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any Affiliate of Developer is a party or may be bound or affected, or a violation of any law or court order which may affect the Site, any part thereof, any interest therein or the use thereof.

- (d) The parties executing the Agreement and the Related Agreements on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and the Related Agreements and perform the terms and obligations contained therein.
- (e) To the best of its knowledge, the intended use of the Site by Developer does and shall not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Site or any part thereof.
- (f) Except as otherwise provided in the Agreement, and specifically as described in subsection 4.15 below, prior to the issuance of the Certificate the Developer shall not, without the prior written consent of the D.P.D. which the D.P.D. may withhold in its reasonable discretion: (i) be a party to any merger, liquidation or consolidation; (ii) sell, transfer, convey, lease (excepting the retail portion of the Project, the merchandising activities associated with the box office and the food and beverage facilities serving patrons of the Oriental Theater) or otherwise dispose of all or substantially all of its assets or any portion of the Oliver Property or Oriental Property except in the ordinary course of business; (iii) grant, suffer or permit any lien, claim or encumbrance upon the Site or any portion thereof; (iv) permit or suffer any levy, attachment, claim or restraint to be made affecting the Site or any portion thereof; or (v) enter into any transaction not in the ordinary course of business of Developer, which materially or adversely affects Developer's ability to pay its debts as such may then exist or mature.
- (g) Developer shall utilize the Project solely for those uses permitted by the terms of the Agreement, the Redevelopment Documents and Related Agreement.
- (h) Developer shall comply with the terms of: (1) the Affidavits; (2) the Employment Opportunity Obligations described in Section VI of the Agreement; (3) the Public Policy Covenants described in subsection 7.1 below; (4) the Covenant of Performance; (5) the Public Benefits Agreement; (6) the Agreement to Provide Assistance to the Chicago School Reform Board of Trustees; and (7) the job creation, retention and other requirements described in subsection 7.3 below.
- (i) Developer shall renovate, rehabilitate and preserve the facade of the Oliver Building as needed from time to time to complete the

Project and to preserve its historic and architecturally significant features in accordance with the Landmarks Ordinance and Preservation Easement, and, as applicable, in accordance with the Working Drawings and Specifications (as defined in subsection 4.5 below) approved by the D.P.D. and Landmarks Commission.

- (j) Developer shall use the Site for presentation of live theatrical, cultural and entertainment activities and other uses not incompatible therewith, including, without limiting the generality of the foregoing, public and private conferences, seminars, corporate and other business meetings, convocations, retail, restaurants, commercial services, rehearsals and ancillary uses.
- (k) Developer shall operate the Oriental Theater to be located at the Site in accordance with the standards of a first class, live theatrical organization, provided that Developer shall possess full artistic freedom in the presentation of theatrical, cultural and entertainment activities at the Oriental Theater.
- (l) Developer shall fully keep, observe and perform its obligations and duties under the Option Agreement and keep the same in full force and effect in order to acquire the Oriental Property for the purposes provided in the Agreement.

2.2 Representations And Warranties Of The City.

To induce Developer to execute the Agreement and perform the obligations of Developer hereunder, the City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute, deliver and accept, as the case may be, the Agreement and Related Agreements, and to perform any and all of its obligations thereunder.

2.3 Survival Of Representations And Warranties.

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

*Section III.**Conveyance Of The Oliver Property.***3.1 Acquisition Of Oliver Property By The City.**

The City, subject to any Permitted Delays as provided in subsection 5.2, shall use its best efforts to acquire (by eminent domain proceedings if necessary) fee simple title to the Oliver Property and to terminate all tenant occupancies, including the relocation of the existing tenants in accordance with its customary policies and procedures for acquisitions in the North Loop. The parties acknowledge, however, that the leasehold of the State of Illinois ("State") may not be acquired as a result of the eminent domain proceeding without the consent of the State. The City intends to utilize "quick-take eminent domain proceedings" if necessary to acquire the Oliver Property free of all ownership and possessory rights of others, and to obtain the consent of the State to the termination of any possessory rights it may have, and to afford tenants a reasonable time to vacate. In the event that the City is unsuccessful in acquiring the Oliver Property as described in this subsection 3.1 by May 20, 1996, the parties agree to be bound by the terms and conditions described in Section 4.1 below.

3.2 Form Of Deed.

The City shall convey to Developer fee simple title to the Oliver Property by quitclaim deed substantially in the form attached hereto as (Sub)Exhibit B ("Deed"). The conveyance and title shall, in addition to the provisions of the Agreement, be subject to:

1. Covenants and restrictions set forth in the Deed.
2. The Redevelopment Documents affecting the Property for the Term of the Agreement.
3. The permitted exceptions described in (Sub)Exhibit C attached hereto as disclosed by an A.L.T.A. owner's title insurance commitment or policy.
4. Taxes for the current year not then due and owing.
5. Title objections caused by Developer.

In addition, the Oliver Property shall be conveyed to Developer "As Is" and "Where Is", and with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults, or to the physical and environmental condition of any improvements located thereon. It shall be the sole responsibility of Developer to

investigate and determine the soil and environmental condition of the Oliver Property. If the soil and environmental conditions of the Oliver Property are not in all respects entirely suitable for the use or uses to which the Oliver Property are to be utilized in conjunction with the Project, then it shall be the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil and environmental condition of the Oliver Property in a condition entirely suitable for the intended Project.

3.3 Conveyance Of The Oliver Property.

Subject to all the terms, covenants and conditions of the Agreement, at closing on the Oliver Property Closing Date (as hereinafter defined) the City shall convey to Developer the Deed to the Oliver Property subject to the occurrence of all of the following in accordance with the applicable provisions of the Agreement:

- (a) approval by the D.P.D. and the Landmarks Commission of Developer's Schematics and Design Plans (as defined in subsection 4.5(a) below, unless the City agrees that such approval may occur at a later time in accordance with the approval provisions of said subsection 4.5(a)); and
- (b) approval by the D.P.D. of the Schedule for the Project, as more fully described in subsection 4.7(a) below; and
- (c) approval by the D.P.D. of Developer's Budget as defined in subsection 4.8(a) (2) below and the deposit of Developer's Equity and satisfactory demonstration by Developer to the City of the availability of Developer's Financial Contribution for deposit in the Escrow as described in subsection 4.8(c) below; and
- (d) receipt by the D.P.D. of the Completion Guaranty from Livent, substantially in the form attached hereto as (Sub)Exhibit Q; and
- (e) approval by the D.P.D. of the Loan Agreement, if any, as more fully described in subsection 4.8(a) below in furtherance of satisfying Developer's Financial Contribution; and
- (f) the obtaining by Developer of insurance policies insuring the Site as more fully described in subsection 4.14 below; and
- (g) unless otherwise provided for in subsection 4.1 below, the acquisition by Developer of the Oriental Property.

The "Oliver Building Closing Date" shall be the date designated for closing of the conveyance of the Oliver Property by the City to Developer in written notice from the City to the Developer that shall not be less than ten

(10) nor more than thirty (30) days from the giving of such notice after the City has acquired the Oliver Property.

3.4 Closing Documents.

At the closing for the Oliver Property, the parties shall deliver to each other the following:

(i) Developer's documents:

- (a) A certificate of good standing and a certificate of incumbency for Developer.
- (b) A corporate resolution from Developer authorizing the acceptance of the conveyance.
- (c) An A.L.T.A. statement.

(ii) City's documents:

- (a) The Deed.
- (b) A Bill of Sale, if applicable.
- (c) A certified copy of the ordinance adopted by the City Council of the City authorizing the City to enter into and perform the Agreement and to execute the Agreement and all other documents necessary to carry out the transactions provided for in the Agreement.
- (d) An A.L.T.A. statement.

3.5 Title Insurance And Survey.

In connection with the conveyance of the Oliver Property by the City to Developer, the City, at Developer's sole expense, shall provide to Developer (i) a policy of title insurance from the Chicago Title Insurance Company or other title company mutually agreeable to the parties ("Title Company"), consisting of an Owner's Policy A.L.T.A. Form B (1987), dated as of the date of recording with the Recorder's Office of the Deed conveying the Oliver Property to Developer, insuring the title of Developer with regard to the Oliver Property, subject only to the reservations and exceptions provided in this Section III, and (ii) a survey of the Oliver Property meeting joint A.L.T.A./A.S.C.M. requirements certified to the Title Company, Developer and the City and containing a flood plain certification. Developer, at

Developer's sole expense, may obtain such endorsements as it may require. The City agrees to use reasonable efforts to assist Developer in the obtaining of said endorsements.

3.6 Real Estate Taxes.

Developer shall be responsible for real estate taxes accruing after the conveyance of said Deed.

3.7 Recordation Of Deed.

Developer shall promptly file the Deed for recordation with the Recorder's Office. Developer shall bear all such recording costs as Developer's sole expense.

Section IV.

The Construction Of The Project.

4.1 Assembling The Site.

The parties acknowledge and agree that both the Oliver Property and the Oriental Property are to be acquired for the Project. As of the execution date of the Agreement, the City will have commenced steps to acquire the Oliver Property in accordance with the terms and conditions of subsection 3.1 above.

Developer presently possesses the right to acquire fee simple title to the Oriental Property pursuant to the terms and conditions of the Option Agreement (a true, correct and complete certified copy of which has been furnished by Developer to the City) under circumstances that will permit Developer, upon acquisition of the Oriental Property and conveyance of the Oliver Property by the City to Developer, to proceed with the Project in the manner provided for in the Agreement. In that regard, Developer represents and warrants to the City that the Oriental Property can be legally severed from the larger 32 West Randolph Street Building (the "32 Building") by vertical subdivision or other acceptable means, the owner of the 32 Building has informed Developer that it has obtained from the lender having a mortgage on the 32 Building the Consent to Sell and Approval to Discharge as it relates to the Oriental Property and the parties have agreed to the terms and conditions of the Reciprocal Rights Agreement, all as contemplated in and required under the Option Agreement. Developer has provided to the City written evidence regarding the matters set forth in the preceding sentence, all of which are acknowledged as being satisfactory to

the City. Notwithstanding anything to the contrary contained in the Agreement, in no event is the City obligated to advance or reimburse Developer for the option price for the Oriental Property (being the total of Three Million Eight Hundred Thousand Dollars (\$3,800,000)), unless the City has approved said acquisition in writing as being in compliance with the Option Agreement and consistent with the Agreement.

If, by May 20, 1996, the City has acquired title to the Oliver Property and has obtained the requisite consent of the State to terminate its possessory interest therein, Developer shall exercise its right under the Option Agreement to acquire the Oriental Property prior to the expiration of the term of the Option Agreement, being June 6, 1996, unless subsequently extended with the consent of the City, and schedule a closing in accordance with the applicable provisions of the Option Agreement.

If, however, by May 20, 1996, the City has not acquired title to the Oliver Property, but has filed an eminent domain suit to do so and is diligently proceeding to prosecute said suit as previously described and its authority therefore has been affirmed, and there has been no ruling made or order entered by the court, and the State has indicated to the City its willingness to surrender its leasehold interest in the Oliver Building in a time frame acceptable to the City and Developer, then the City shall deliver written notice of such to Developer. Developer shall thereupon proceed to acquire title to the Oriental Property through the exercise of its right under the Option Agreement, unless at Developer's sole expense, Developer timely obtains (or shall have obtained) an extension of the term of the Option Agreement. In such event, the parties shall mutually agree on a revised Project schedule; provided, however, if the City after proceeding diligently remains unsuccessful in acquiring title to the Oliver Property by June 30, 1996, where the term of the Option Agreement has been extended to at least cover such period, then the Agreement, by written notice from either party delivered to the other, may be terminated, and the parties shall be under no further obligation to each other.

If, however, by May 20, 1996, the City has not required the exercise of the option under the Option Agreement as provided above, but the City is proceeding diligently with regard to any pending eminent domain proceedings, then the City shall deliver written notice of such to Developer. In such event, Developer, at its sole expense, shall be obligated to use its best efforts (not involving the expenditure of additional money) to negotiate an extension of the term of the Option Agreement. In the event such an extension is not obtained and the Option Agreement expires, the Agreement shall terminate and the parties shall be under no further obligation to the other. In the event that such an extension is obtained, the parties shall thereafter mutually agree on a revised Project schedule; provided, however, if the City after proceeding diligently remains unsuccessful in acquiring the Oliver Property by June 30, 1996 where the term of the Option Agreement has been extended to at least cover such period, then the Agreement, by

written notice from either party delivered to the other, may be terminated, and the parties shall be under no further obligation to each other.

At the closing for the conveyance of the Oriental Property to Developer pursuant to the Option Agreement (the "Oriental Property Closing Date"), Developer shall deposit with the escrowee (as defined below) under suitable escrow instructions a warranty deed ("Oriental Deed") from Developer to the City for the Oriental Property, together with all necessary transfer declarations, title company affidavits and consents and approvals of third parties, which Oriental Deed shall be recorded, at the election of the City, in the event of a default as described in subsection 5.3 below. Subject to the terms of the Agreement, to the extent possible and practicable, the parties shall try to coordinate the Oliver Property Closing Date and the Oriental Property Closing Date.

4.2 The Project.

The Project that shall be constructed by Developer at the Site shall consist of the Oriental Theater and approximately seven thousand (7,000) square feet of retail space compatible with the operation of a first class theater. The Project shall also include the renovation and/or rehabilitation, as needed, of the facade of the Oliver Building to preserve its historic and architecturally significant features in accordance with the Preservation Easement and the status of the Oliver Building as a designated City landmark and, as applicable, in accordance with the Working Drawings and Specifications approved by the D.P.D. and the Landmarks Commission in accordance with the procedures described in subsection 4.5 below.

The use of the Project shall be limited to those activities which are more fully described in subsection 2.1(j) above, and shall be operated by Developer in accordance with the standard of a first class live theatrical organization. This restriction on use provision shall also be contained in the Deed and, subject to the provisions contained in subsections 5.3(d) and (e) below, shall be considered to be a covenant running with the land during the Term of the Agreement to the full extent allowable under Illinois law.

4.3 The Project's Development Parameters.

The Project shall be constructed substantially in accordance with the Working Drawings and Specifications (as defined in subsection 4.5 below), and shall be subject to the following development parameters:

- (a) Developer's schematics as setting forth the intended scope of the Project, and narrative description of the Project have been approved by the D.P.D. attached hereto as (Sub)Exhibit E.

- (b) The facade of the Oliver Building shall be preserved by Developer in accordance with the terms of the Agreement, including, without limitation, subsection 4.2 above and (Sub)Exhibit P attached hereto. The area between the rear wall of the Oriental Theater and the facade shall be utilized as plenum, mechanical and shaft space, stairs and structure and may contain pipes, conduit, stairs and building services.
- (c) The facade of the Project along the Randolph Street right-of-way shall be consistent with the schematics and be active and pedestrian-oriented in character to the extent agreed upon by the parties. The Randolph Street facade shall include the re-creation of the Oriental Theater marquee. Emergency exit doors for the Oriental Theater shall be provided via the Couch Place public alley located north of the Site. Emergency exit doors shall not be through the retail portions of the Project.
- (d) The exterior canopy and signage utilized by Developer (including the Oriental Theater marquee described in subparagraph (c) above) located at the Project shall be consistent with the Design Plans and shall meet the prior written approval of the D.P.D..
- (e) Loading access to the Project (other than retail) shall occur solely from Couch Place. Deliveries may be made to the retail facilities from Randolph Street.
- (f) Any streetscaping, including any paving of sidewalks, landscaping and lighting, provided by Developer as part of the Project shall meet the prior written approval of the D.P.D. and be attractive and compatible with the streetscaping of Block 36.

4.4 Right Of Entry.

If necessary, and if and when the City has the right and authority to do so, the City shall grant to Developer a right of entry to the Oliver Property for the purpose of allowing Developer's architects and engineers to inspect the Oliver Property and to investigate the soil and the environmental condition existing in the Oliver Property at Developer's sole risk; provided that Developer provides to the City such insurance protection in connection therewith as deemed appropriate by the City's Risk Manager and that Developer shall be deemed to indemnify and hold harmless the City regarding any such activities. From such inspections, Developer shall utilize the information obtained when preparing its Design Plans and the Working Drawings and Specifications (as such are defined in subsection 4.5 below) as well as the Budget described in subsection 4.8(a) below for the Project.

4.5 Submission Of Construction Documents; Environmental Review.

(a) Design Plans. Developer's preliminary schematic drawings ("Schematics"), describing any proposed renovation and/or rehabilitation, as needed, of the facade of the Oliver Building and the development of the other Project improvements to be constructed at the Site, have been approved by the Landmarks Commission and the D.P.D. and are attached hereto as (Sub)Exhibit D. Within sixty (60) days of the acquisition by Developer of the Oriental Property or the Oliver Property, whichever is later, Developer shall prepare and submit to the Landmarks Commission and the D.P.D. for their respective approval proposed design plans for the Project based upon and consistent with the Schematics. The design plans shall also conform to the terms of the Agreement, the Redevelopment Documents, as amended from time to time, the Landmarks Ordinance and the Preservation Easement (when applicable), and all applicable state and local laws, ordinances and regulations.

The Landmarks Commission and the D.P.D. shall have fifteen (15) days in which to approve or reject the design plans. If the Landmarks Commission or the D.P.D., or both, reject the design plans, the Landmarks Commission or the D.P.D., as the case may be, shall deliver written notice of such to Developer. Developer shall thereafter have fifteen (15) days in order to revise them consistent with the requirements of the Landmarks Commission or the D.P.D., as the case may be, and resubmit them to the Landmarks Commission and the D.P.D. for approval. The City shall thereafter have ten (10) days upon receipt from which to review or reject the resubmitted documents.

Developer's final design development drawings and specifications which have been approved by the D.P.D. and the Landmarks Commission, as applicable, shall be considered the "Design Plans" for purposes of the Agreement.

Any material change to the Design Plans must be submitted to the Landmarks Commission and the D.P.D. for their approval, which approval shall not be unreasonably withheld or delayed.

(b) Development of Working Drawings and Specifications. The parties acknowledge that the Project is intended to be constructed on a "fast track" basis, but in a high quality, timely and efficient manner interrelated on a logical basis to achieve the completion of the Project in accordance with the Schedule, as the same may have been amended and modified by Developer in light of the Design Plans or as a result of any other applicable provisions of the Agreement, any such amended Schedule to be approved by the D.P.D. in accordance with subsection 4.7(a) below.

Each of the Project activities described on (Sub)Exhibit S attached hereto (whether referred to as Component Work or Specialty Work, as such terms are defined below) shall be constructed based on final Working Drawings and Specifications for such work which have been produced by or on behalf of Developer in accordance with the Design Plans, the terms of the Agreement, the Redevelopment Documents, as amended from time to time, the Landmarks Ordinance and the Preservation Easement (when applicable), and all applicable state and local laws, ordinances and regulations, and meet with the approval of the D.P.D. and the Landmarks Commission. For purposes of the Agreement, the Working Drawings and Specifications corresponding to each such Project activity shall be individually referred to as a "Component" and collectively as "Components". The work, labor and materials corresponding to a particular Component undertaken by a Contractor which is coordinated and supervised by a Construction Manager in accordance with subsection 4.7 below shall be referred to as "Component Work", while the work, labor and materials corresponding to a particular Component which is undertaken by a Contractor pursuant to a Specialty Contract which is coordinated and supervised by Developer or the Architect shall be referred to as "Specialty Work".

The Components shall be completed in sufficient detail by Developer and delivered to the D.P.D. and the Landmarks Commission for review and approval and in a sequence sufficiently coordinated to allow for their submittal to the City's Department of Buildings and Landmarks Commission for the issuance of building permits. Each Component shall be accompanied by a written narration from the Architect describing any material difference between the particular Component and the Design Plans. Upon receipt, the D.P.D. shall have fifteen (15) days in which to approve or reject the Component in question based on whether it is consistent with, or materially varies from, the Design Plans with regard thereto. If the D.P.D. rejects the Component in question that varies materially in a manner that it finds unsatisfactory, the Developer shall cause such unsatisfactory Component to be timely revised for delivery and approval by the D.P.D.. The City shall thereafter have ten (10) days upon receipt from which to review or reject the resubmitted documents. A final set of each of the various Components (which has been approved by the D.P.D.) shall be maintained at the Site by Developer, shall be identified to the Agreement in an amendment to (Sub)Exhibit D attached hereto, and shall collectively constitute the final Working Drawings and Specifications for purposes of the Agreement.

Any material change to any of the Working Drawings and Specifications for any Component must be submitted to the D.P.D. for its approval, which approval shall not be unreasonably withheld or delayed.

(c) Environmental Review. Not less than thirty (30) days prior to the commencement of construction of the Project, Developer shall have provided the D.P.D. with copies of a suitable Phase I environmental audit of the Site. Based on the City's review thereof, the City may, in its sole discretion,

require the completion of a Phase II environmental audit with respect to the Site prior to the commencement of construction. If any such audit discloses Hazardous Materials at the Site, then it shall be Developer's sole responsibility to undertake such environmental remediation or corrective work as necessary to place the environmental condition of the Site in a condition entirely suitable for the intended Project and in compliance with Environmental Laws.

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

Any approvals of the Schematics and the Working Drawings and Specifications made by the D.P.D. are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinances of the City, nor does any approval by the D.P.D. pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the improvements constituting the Project. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits affecting the Project. Developer agrees to notify the D.P.D. within five (5) days of the issuance of any building permit by the City's Department of Buildings.

4.7 Construction Schedule; Hiring Of Contractors; Performance Bond; Purchase Of Materials.

(a) Developer's Construction Schedule. Developer's preliminary schedule ("Schedule") for the commencement and completion of the Component Work and Specialty Work constituting the Project has been approved by the D.P.D. and is attached hereto as (Sub)Exhibit R. In conjunction and with respect to the production by Developer of the Design Plans (as described in subsection 4.5 above), Developer shall prepare and submit to the D.P.D. for its approval a revised Schedule describing in more accurate detail from the preliminary Schedule a timetable for the commencement and completion of the Component Work and the Specialty Work constituting the Project. The Schedule shall be subsequently revised by Developer and submitted to the D.P.D. on a quarterly basis during the construction of the Project.

(b) Demolition Contractor. In preparation for the redevelopment of the Site in conjunction with the terms of the Agreement, Developer or the Construction Manager, as the case may be, shall hire a qualified demolition contractor ("Demolition Contractor") meeting the prior approval of the D.P.D. to undertake the Component Work corresponding with the selective demolition of portions of the Oliver Building and the Oriental Property, the providing of temporary and ongoing structural support and shoring made necessary by such demolition and any necessary environmental remediation of the Site (collectively, the "Demolition Component Work") in accordance with the approved Component(s). With regard to the selection of the Demolition Contractor, Developer or the Construction Manager, as

applicable, shall solicit bids from at least three (3) qualified contractors from a list of contractors which has been submitted by Developer and pre-approved by the City. Developer or the Construction Manager shall seek to hire a Demolition Contractor at the lowest cost practicable in light of the objectives for the construction of the Project as expressed in the Agreement. The demolition contract ("Demolition Contract") shall include provisions that the Demolition Contractor shall be bound by the rules, laws, regulations and provisions described in subsection 4.7(c) below.

The Demolition Component Work shall not commence until the D.P.D. has approved the terms of the Demolition Contract and any other Contracts with respect to the Demolition Component Work. The Demolition Component Work shall proceed in accordance with the construction schedule for the Project as approved from time to time. The Demolition Contract must specifically require in its terms for the delivery by the Demolition Contractor to the D.P.D. and Developer of the dump ticket issued at the disposal site, prior to the receipt by the Demolition Contractor of any final payment due and owing under said Demolition Contract, and shall further provide for the retention of ten percent (10%) of funds until the final completion of the Demolition Component Work to the satisfaction of Developer and D.P.D.. In addition, the Demolition Contractor and any other Contractor performing Demolition Component Work may be required (at the option of the D.P.D.) to deliver to the D.P.D. payment and performance bonds designating the City as an additional beneficiary in the amount of the Demolition Contract and any such other Contracts. The bonds shall be issued by a reputable company satisfactory to the D.P.D. in its reasonable discretion and shall otherwise meet the requirements of subsection 4.7(d).

(c) Hiring of Construction Manager Subsequent to Completion of Demolition Component. As the various Components relating to the Component Work (other than the Demolition Component Work) are completed by Developer and approved by the D.P.D., Developer shall revise the Schedule accordingly, and hire a Construction Manager to undertake the construction of the various Component Work, when ready to do so and in accordance with the Schedule, constituting the Project. The Construction Manager may be the same entity, or a different entity from that, employed with regard to the completion of the Demolition Component Work.

With regard to the selection of the Contractor or Contractors hired to undertake the completion of the various Component Work or Specialty Work, Developer or the Construction Manager shall solicit bids from at least three (3) qualified contractors per Component, from a list of contractors previously submitted by the Developer and approved by the D.P.D.. Developer shall seek to hire a contractor at the lowest cost practicable in light of the objectives for the construction of the Project as expressed in the Agreement.

With regard to the hiring of subcontractors by a Contractor to undertake the construction of the pertinent Component Work or Specialty Work, such

Contractor shall solicit bids from at least three (3) qualified subcontractors to undertake the pertinent work. The subcontractors may be selected from a list of subcontractors submitted by Developer and approved by the D.P.D..

All solicitations of bids by Developer or its Construction Manager shall require that all Contractors (and the subcontractors thereof) comply with: (i) the Equal Employment Opportunity provisions described in subsection 6.1 below; (ii) the Chicago Resident Employment Ordinance provisions described in subsection 6.2 below; (iii) the Veteran Preference Act, 330 ILCS 55/11, et seq. (1993); (iv) the terms and provisions of the Chicago Human Rights Ordinance, Section 2-160-010, et seq., Municipal Code of Chicago; and (v) the Prevailing Wage Act of Illinois, 820 ILCS 130/1, et seq. (1993).

Notwithstanding the foregoing provisions of this subsection 4.7(c), Developer may enter into a negotiated contract with a particular Contractor regarding certain of the Specialty Work. Such Contractor shall be selected from a list submitted by Developer and approved by D.P.D.. Appropriate factors to be considered in the letting of the Specialty Contract, but without limitation as to other appropriate factors, are peculiar or particular qualifications of the Contractor or subcontractor considering the nature of the subject work, time constraints or the specialized nature of certain work to be performed.

The D.P.D. shall evaluate the prospective bids within seven (7) days of their submission by Developer. Developer or its Construction Manager shall thereafter select the pertinent Contractor submitting the lowest responsible bid in light of the objectives of the Agreement, in connection with the execution of the contract between Developer and the Contractor in question ("Component Contract") (or in the case of Specialty Work, a "Specialty Contract"). True, correct and complete copies of all executed Component Contracts, Specialty Contracts and all subcontracts entered into by a pertinent Contractor with its subcontractor ("Subcontracts") shall be delivered to the D.P.D.. Each Component Contract, Specialty Contract and Subcontract shall comply with the requirements of the Agreement.

Each Component Contract, Specialty Contract, and Subcontract, must contain provisions: (i) regarding compliance with the laws and regulations described in this subsection and in the Agreement; (ii) naming the City as a third party beneficiary and an assignee; and (iii) obligating the Contractor, Specialty Contractor or any Subcontractor, to furnish such reports and information as requested by the Chicago Commission on Human Relations to determine compliance with the Chicago Human Rights Ordinance.

Generally, Project Work shall not commence with regard to any Component Work or Specialty Work until the pertinent Component Contract or Specialty Contract is let, and an appropriate payment and performance bond, if required by the City in accordance with subsection (d) below, is obtained. Each Component Contract and Specialty Contract shall utilize the form contract previously approved by D.P.D., and which contains

a general reference to the Agreement and specific references to the City's requirements described in this subsection 4.7.

Notwithstanding the foregoing, work may commence with regard to a particular Component Work or Specialty Work prior to the execution of the pertinent Component Contract or Specialty Contract, but only in the event that: (1) such work has been obtained from a Contractor pursuant to a Memorandum of Understanding ("M.O.U."), which M.O.U. shall be in the form of the M.O.U. previously approved by the D.P.D. and referencing the particular Component approved by the D.P.D., including the form of contract which has also been previously approved by D.P.D.; (2) the M.O.U. should specifically alert Contractor of the City's requirements described in this subsection 4.7; (3) a suitable payment and performance bond is obtained to the satisfaction of the D.P.D., if so required of the particular Component Work or Specialty Work pursuant to the Agreement, either from the pertinent Contractor, the Construction Manager or Developer; and (4) the D.P.D. and the Inspector are notified in writing prior to the commencement of such work. In no event, however, shall the provisions contained in this paragraph relieve the Developer of its obligations to provide copies of all contracts to the D.P.D. for its prior approval or to otherwise relieve Developer, its Construction Manager, Demolition Contractor, Component Contractor, or Specialty Contractor, as the case may be, to comply with the bonding requirements described in subsection 4.7(d) below.

Except as provided below, any modifications, change orders or amendments to any Component Contract or Specialty Contract shall be described in a written report provided by Developer to the City on a monthly basis in conjunction with a Request for Advance (as defined in subsection 4.8(c)(3)(d)) pursuant to the Escrow. The monthly report shall describe any resulting increase in costs (real or estimated) on a line item basis resulting from such change order, modification or amendment. The scope of review and approval of said modifications, change orders, or amendments by the D.P.D. shall be based solely on how they affect: (i) the amounts available as contingency in the Budget; (ii) any transfers between line items of the Budget; (iii) an analysis of the overall Budget for the Project and the amount of undisbursed financial resources available to complete the Project in accordance with the Agreement; and (iv) a material change in scope from the approved Component. In the event that the City, in its reasonable discretion, believes that the amount of remaining contingency is insufficient, given the uncompleted portion of the Project as of the date of the written report, or that the amount of funds available to Developer to complete the Project are insufficient, then Developer, within ten (10) days of written notice, shall be required by the City to deposit such required sums in Escrow or otherwise to identify to the City other Funds available to be made available as contingency or otherwise to complete the Project. Notwithstanding the above language, any approved modification, change order or amendment shall not be deemed to imply any obligation on the part of the City to increase the amount of the City's Financial Contribution.

Within fifteen (15) months of the commencement of the construction of the Project as evidenced by the issuance of the first building permit for the completion of the Demolition Component Work, Developer shall enter into an agreement with its Construction Manager that shall be inclusive of and wraparound all Component Contracts for Component Work (as opposed to Specialty Work) theretofore and thereafter to be entered into through such Construction Manager that establishes a "guaranteed maximum price" therefor necessary to complete the Project (the "G.M.P. Contract"). The G.M.P. Contract shall be subject to the prior approval of the D.P.D..

(d) Bonds. In addition, unless otherwise agreed to by the D.P.D., each Contractor or Specialty Contractor shall be required to deliver to the City payment and performance bonds designating the City as a beneficiary in an amount not less than the amount of construction costs as reflected in the particular Component Contract or Specialty Contract, as the case may be, insuring the undertaking of the construction of the particular work in accordance with the particular Component and consistent with the provisions of the Agreement. Said payment and performance bonds shall be issued by a reputable company satisfactory to the D.P.D. in its reasonable discretion having an AA rating or better using American Institute of Architects' Form No. 311 or its equivalent.

(e) Purchase of Materials. All materials utilized with regard to the construction and completion of the Project, whether purchased directly by Developer, or by any Contractor, Specialty Contractor or Subcontractor, shall be new (unless otherwise provided in the approved Component), high quality materials acquired at the lowest practicable cost. Developer intends to use or re-use, when practical, certain materials or historic fabric found at the Site.

4.8 Financing The Project.

(a) Budget and Developer's Financial Contribution; Establishment of Construction Schedule.

(1) Developer's Financial Contribution. As of the execution date of the Agreement, the total Project costs including the cost of acquisition in the amount of Three Million Eight Hundred Thousand Dollars (\$3,800,000) to be provided as part of the City's Financial Contribution for the Oriental Property and the Seven Hundred Thousand Dollars (\$700,000) to be provided as part of the City's Financial Contribution for the Demolition Component Work ("City's Pre-Development Contribution") and excluding the acquisition and relocation costs to be undertaken by the City in connection with the Oliver Property (the "Oliver Acquisition Contribution") are estimated to be Twenty-eight Million Five Hundred Thousand Dollars (\$28,500,000) plus the Oliver Acquisition Contribution. Of this aggregate sum, Developer shall provide funds to pay for certain costs associated with the Project (such funds to be described as

"Developer's Financial Contribution"), estimated to be Fifteen Million Dollars (\$15,000,000); provided, however, that Developer shall be solely responsible for all Project cost overruns beyond the City's Financial Contribution for certain Redevelopment Project Costs in accordance with the Budget.

No later than April 10, 1996, Developer shall deposit with or deliver to the City for subsequent delivery to the Escrowee once the Escrow is created by the parties pursuant to subsection 4.8(c) below, as part of Developer's Financial Contribution, the sum of Five Million Dollars (\$5,000,000) as equity ("Equity"), either in the form of cash or a direct-pay letter of credit, the terms of which shall meet the prior approval of the City and such Escrowee. Such sum may be offset and reduced for approved prior expenditures based on documentary evidence satisfactory to the D.P.D., in its reasonable discretion, that Developer has previously expended monies to satisfy certain Project costs as are reflected in the approved Budget. The D.P.D. reserves the right, in its reasonable discretion, to disallow any such expenditure as a prior expenditure. In addition, Developer shall provide satisfactory evidence to the City no later than the Oliver Closing Date that it has obtained irrevocably committed funds or financing for the balance of Developer's Financial Contribution, including, without limitation, the allocation of funds in the estimated amount of \$_____ derived from the proceeds of that certain stock issue by Livent, Inc. recently concluded.

With regard to accumulating the Developer's Financial Contribution, Developer also shall be permitted to obtain a loan secured by the Property ("Lender Financing") from a reputable financial institution or other lender which is in good standing with the State of Illinois, or in the alternative, for those financial institutions not licensed to do business in the State, in compliance with applicable law, and satisfactory to the D.P.D. in its reasonable discretion ("Lender"). In connection with any Lender Financing, Developer shall deliver to the D.P.D. evidence of a commitment for adequate financing ("Commitment"), specifying the amount of Lender Financing, length of the term and the applicable interest rate. The terms of the Commitment shall be subject to the approval of the D.P.D. for the purpose of confirming that it is consistent with the requirements under the Redevelopment Agreement and the Mortgage. Once the Commitment has been approved by the D.P.D. and executed by the parties, the D.P.D. shall also review and approve the terms of the loan agreement ("Loan Agreement") regarding the Lender Financing to be executed by Developer and Lender. The existence of an approved executed Loan Agreement with respect to Lender Financing which will make Lender Financing available for disbursement conditioned only on normal and customary requirements for disbursement of funds from time to time, as opposed to those affecting the Lender's commitment to lend, shall be a requirement to any obligation of the City to disburse any of the City's Financial Contribution. The Lender shall be permitted to secure its loan by a mortgage ("First Mortgage"), or, if needed

and obtained, a subsequent mortgage that replaces the First Mortgage, encumbering the Site and evidenced by a mortgage note ("First Mortgage Note"). The First Mortgage shall be superior to any mortgage lien created in favor of the City with respect to Developer's obligation to return the City's Financial Contribution under certain circumstances as described in subsection 4.5(b) below so long as the Lender, at the time of default, agrees to perform, and does perform or causes to be performed the Covenants of Developer herein if Developer defaults thereunder or under the Agreement (all as more particularly provided in the Mortgage); subject, however, to the provisions described in subsections 4.16 and 5.3 below. The D.P.D. at its discretion, however, may make modifications to the terms and provisions of the Agreement at the request of Lender; provided, however, that nothing contained in this section shall permit the parties to alter the lien position of the respective parties as described in the Agreement. If Developer does not obtain such Lender Financing to satisfy initially its Developer's Financial Contribution, it may nonetheless later obtain such Lender Financing as a part of refinancing all or any part of Developer's Financial Contribution, subject, however, to the terms and provisions of the Agreement relating to Lender Financing.

Notwithstanding the provisions contained in this paragraph or in the Agreement, Developer shall be permitted to obtain a First Mortgage in an amount not to exceed total Project costs minus the City's Financial Contribution and Equity, it being the obligation of Developer to fund as part of the Developer's Financial Contribution any excess costs of the Project beyond the City's Financial Contribution (whether through Lender Financing, or Equity) and Developer shall hold the City harmless with respect thereto.

In such regard, Developer's ability to fulfill its obligation to provide the funds necessary with regard to the undertaking and Completion of the Project (including the obligation and responsibility for obtaining necessary funds covering all Project cost overruns beyond the City's Financial Contribution for certain Redevelopment Project Costs in accordance with the Budget) shall be supported and guaranteed by that certain Completion Guaranty provided by Livent in favor of the City. The Completion Guaranty shall be executed by Livent in substantial conformity with the form of Guaranty attached hereto as (Sub)Exhibit Q, and shall be dated as of the execution date of the Agreement and delivered to the City by Developer.

(2) Budget. Developer's preliminary Budget, setting forth the projected and anticipated development costs with regard to the Project, has been approved by the D.P.D. and is attached hereto as (Sub)Exhibit E ("Budget"), as the same shall be subject to revision as hereinafter provided. Within thirty (30) days after the D.P.D. approves the Design Plans, Developer shall deliver to the D.P.D. for its approval a revised written Budget for the Project, based upon the preliminary Budget, the Design Plans and any architectural and engineering studies undertaken

by Developer with regard to the Project and the Site. The Budget shall also contain a description disclosing in sufficient detail any revised information concerning the sources of Developer's Financial Contribution, if any. As the Components are prepared with regard to the undertaking of the Component Work and the Specialty Work, and as the Component Contracts and Specialty Contracts are let, Developer shall be obligated to periodically revise the Budget (on a quarterly basis) and deliver same to the D.P.D. for its approval.

(b) City's Financial Contribution. The City shall make a financial contribution to assist Developer with the completion of the Project in the aggregate amount of Nine Million Dollars (\$9,000,000) for Project Renovation ("City's Project Renovation Contribution") plus the Three Million Eight Hundred Thousand Dollars (\$3,800,000) for the cost of acquiring the Oriental Property, plus the City's Pre-Development Contribution of Seven Hundred Thousand Dollars (\$700,000) and plus the Oliver Acquisition Contribution (collectively, "City's Financial Contribution"). The parties agree that the City's Financial Contribution for eligible Project costs (other than those allocated for the Oliver Acquisition Contribution) shall in no manner exceed the aggregate amount described hereinabove in this paragraph. The parties further acknowledge that the City has reserved funds for the City's Financial Contribution from Incremental Taxes allocated to the City in accordance with the T.I.F. Adoption Ordinance, and that any proposed use of the City's Financial Contribution must be in accordance with any laws, regulations and ordinances governing the use of such funds, including, without limitation, the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1994) ("T.I.F. Act") and, accordingly, must be eligible Redevelopment Project Costs as are defined in Section 5/11-74.4-3 of the T.I.F. Act.

As stated above, the City's Financial Contribution shall be allocated in the following manner: (a) to pay for all Oliver Acquisition Contribution; (b) to pay or reimburse Developer for eligible costs associated with Developer's acquisition of the Oriental Property up to Three Million Eight Hundred Thousand Dollars (\$3,800,000) at the Oriental Closing Date; (c) to pay the City's Pre-Development Contribution of Seven Hundred Thousand Dollars (\$700,000) for the Demolition Component Work; and (d) to pay the City's Renovation Contribution of Nine Million Dollars (\$9,000,000) for costs associated with the construction and renovation of Project improvements, including any restoration and/or rehabilitation work, as needed, involving the facade of the Oliver Building. Notwithstanding the above, any costs for such activities in excess of the amount allocated above (except for the Oliver Acquisition Contribution which is to be borne fully by the City) shall be paid for exclusively by Developer. The Redevelopment Project Costs to be paid for by the City or reimbursed to Developer by the City are described more fully on a line item basis in (Sub)Exhibit F attached hereto. The City's Financial Contribution for the City's Project Renovation Contribution shall be

deposited from time to time by the City in a subaccount of the Escrow as needed to cover the Redevelopment Project Costs to be funded therefrom (in such amount as determined on a pro rata basis in accordance with the Budget) with the Lender Financing proceeds or other Developer private funds or financing after the disbursement in full of all of Developer's Equity (any Budget savings with respect thereto also to be shared pro rata by the City and Developer). In making such determination, no portion of the Project costs shall go to pay a development fee to Developer or its Affiliates or for other unsubstantiated Project Costs.

The City's Financial Contribution is being made conditioned upon the faithful performance by Developer of the Covenant of Performance, and Use and Performance Covenants provided for in subsection 7.2, which if breached (as described in subsection 5.3(b) below) may result in the obligation of Developer to repay to the City the City's Financial Contribution, all of which obligations shall be secured by that certain mortgage from Developer in favor of the City ("Mortgage"). The Mortgage shall be dated and delivered as of the earlier of the Oriental Property Closing Date and the Oliver Property Closing Date when the Oliver Property is conveyed by the City to Developer. The terms of the Mortgage and corresponding covenant of performance ("Covenant of Performance") shall be in substantial conformity with (Sub)Exhibits G and H, respectively, attached hereto. The Covenant of Performance shall be dated as of the date of its delivery to the City in connection with the delivery by Developer of the Mortgage.

In accordance with the terms of the Covenant of Performance and the Mortgage security same, in the event of default and a failure to cure after the expiration of any applicable cure period, Developer shall be obligated to repay to the City any of the sums of the City's Financial Contribution described in said Mortgage.

Developer agrees that the Mortgage shall be a direct lien and security interest upon the Site. Other than Permitted Exceptions, Developer shall not create or suffer any lien prior to or in parity with the lien of the Mortgage other than the lien created by the First Mortgage (or a replacement First Mortgage) described in subsection 4.8(a) above, all as and to the extent permitted by the Mortgage.

(c) Construction Escrow. The Developer's Financial Contribution and the City's Financial Contribution shall be deposited and disbursed through an escrow account ("Escrow") held by Chicago Title and Trust Company or such other institutional escrowee ("Escrowee") mutually acceptable to the parties, under the terms and conditions of a customary joint escrow agreement. The respective rights, liabilities and duties of the Escrowee, as well as the purposes for which disbursements may be made from the Escrow and the terms and conditions upon which the same can be made, are contained in the Agreement. The parties agree that as between them if any

conflict exists between the terms of the Agreement and any escrow instructions or other documents affecting the Escrow, the terms and provisions of the Agreement shall govern.

1. Permitted Disbursements. At the request of and on behalf of Developer, the Escrowee, pursuant to the terms of the Agreement, shall through disbursements from the Escrow pay directly to the contractor or vendor of Developer or any payee designated by Developer (except to Developer itself with respect to its development fee that is not part of the Budget because no such development fee is allowed to be paid to Developer or any of its Affiliates from the City's Financial Contribution or the Developer's Financial Contribution), including, the Construction Manager, and Contractor, Specialty Contractor or the Demolition Contractor, as the case may be, for eligible Project costs as further described in the Budget. The City's Financial Contribution, however, shall be solely utilized to pay for Redevelopment Project Costs as are more fully described in (Sub)Exhibit F attached hereto. The City's Financial Contribution and Developer's Financial Contribution shall be deposited with the Escrowee from time to time on an as needed basis to fund permitted disbursements pursuant to the Agreement.

2. Conditions Precedent to Disbursement. Prior to the initial disbursement of funds from the Escrow by the Escrowee (unless a later time is hereinafter contemplated or permitted), Developer shall deliver to the Escrowee the following documents:

- (a) a certificate of good standing from the State of Illinois and the State of Delaware from Developer and from the Province of Ontario, Canada from Livent, along with a corporate resolution of Developer authorizing the execution of the Agreement and the performance of Developer's obligations under the Agreement and a corporate resolution from Livent authorizing it to execute and deliver the Completion Guaranty, together with accompanying certificate of incumbency from Developer and Livent;
- (b) a mortgage title commitment or policy showing: (i) the Mortgage as constituting a lien on the Site subordinate only to any First Mortgage and subject to the Agreement, (ii) the Reciprocal Rights Agreement (as described in Section 4.1 above), and (iii) those permitted exceptions as approved by the D.P.D.;
- (c) a Class A plat of survey (in the most recently revised form of A.L.T.A./A.C.S.M. land title survey) of the Site dated within thirty (30) days prior to the commencement of construction of the Project or such earlier date as might be acceptable to the Title Company, prepared and certified by a surveyor licensed

in the State of Illinois showing all easements, encroachments and containing a legal description of the Site, and certified to the City and the Title Company;

- (d) copies of the Demolition Contract, and each Component Contract and Specialty Contract and any Contract with the Construction Manager, if then available and thereafter when obtained, certified by Developer as being a true and complete copy;
- (e) a true copy of the demolition permit and building permits when issued by the City;
- (f) Internal Revenue taxpayer identification numbers of Developer;
- (g) originals of the First Mortgage, if any, when entered into, and the Mortgage;
- (h) copies of payment and performance bonds as required by the provisions of subsection 4.5(d) above;
- (i) the original Oriental Deed; and
- (j) such other documents as are reasonably required of Developer to effectuate the transaction.

Developer shall simultaneously deliver copies of documents (c) -- (e) to the Inspector (as hereinafter defined), as well as one set of the Working Drawings and Specifications as prepared and available from time to time and the Budget. In addition, Developer shall deliver to the City copies of documents (a) -- (g), the original payment and performance bonds affecting the Demolition Contractor, and any Contractor or Specialty Contractor as required by subsection 4.5(d), and (to the extent not previously delivered) original certificates of insurance as are required by the City pursuant to subsection 4.14 below. Developer shall also provide to the City with an opinion of counsel, substantially in the form attached hereto as (Sub)Exhibit I, with such changes as may be required by or acceptable to the Corporation Counsel of the City acting reasonably. In addition, Developer shall deliver to the City current searches under Developer's name and Livent as follows:

Secretary of State	U.C.C. Search
Secretary of State	Federal Tax Search
Cook County Recorder	U.C.C. Search

Cook County Recorder	Fixtures Search
Cook County Recorder	Federal Tax Search
Cook County Recorder	State Tax Search
Cook County Recorder	Memoranda of Judgments Search
United States District Court	Pending suits and judgments
Clerk of Circuit Court (Cook County)	Pending suits and judgments

and such other searches from such other offices as the City may require in its reasonable discretion.

Escrowee shall also have received from the City: (a) one (1) copy of the Agreement; and (b) a certified copy of the ordinance authorizing the City to enter into this transaction.

3. Disbursements. Disbursements from the Escrow covering the Project Costs described in paragraph 1 of this subsection 4.8(c) shall be made by the Escrowee, upon receipt of certification for payment by the Architect on AIA Form __ and the receipt of the prior approval of the Inspector, the Lender, and the City, in the following manner:

(a) Method. Subject to the provisions of the Agreement, the Escrowee shall disburse directly to Developer or to the Construction Manager, the Demolition Contractor, the pertinent Contractor or Specialty Contractor, as the case may be, or if so directed, to such Subcontractor, vendor and any other persons as have actually supplied labor, materials or services in connection with the Demolition Component Work, the renovation and/or rehabilitation of the facade of the Oliver Building, or the construction of the Project.

(b) Holdback Provision. The City and/or Developer shall be permitted to hold back for later deposit with Escrowee, or direct the Escrowee to hold back, on each request for advance for payment covering the costs described in paragraph (1) above of this subsection 4.8(c) an amount equal to ten percent (10%) of the requested sum until the Architect certifies the substantial completion of the Project on AIA Form 6704 and the City issues its Certificate with regard to completion of the Project; except that the Developer's Equity shall be fully deposited with the City no later than April 10, 1996 and subsequently deposited with the Escrowee upon execution of the Escrow Agreement by the parties.

(c) Final Disbursement. Subject to the provisions of the Agreement, and as long as Developer is not in default in the due, prompt and

complete performance or observance of any of its covenants or obligations contained in the Agreement, the Covenant of Performance and the Mortgage, the final disbursement of funds constituting the holdback portion referred to above shall be made through the deposit of funds that have been retained if not previously deposited in the Escrow and disbursed by the Escrowee when Developer has completed the Project to the satisfaction of the Architect as evidenced by the issuance of a Final Certificate of Payment on AIA Form 6702, and by the Inspector as evidenced by the issuance of the Inspector's Certificate regarding substantial Completion of the Project, and provided that Developer has submitted to the Escrowee, the D.P.D., the Lender and the Inspector, affirmative proof that no materialmen's liens or claims or liens exist affecting the Site or could result due to the undertaking of the Project. Any sums thereafter remaining in the Escrow shall be disbursed pursuant to applicable provisions of the Agreement.

(d) Request for Advances. Concurrently with the request for any disbursement from the Escrow ("Request for Advance"), Developer shall furnish to the Escrowee, the D.P.D., the Lender and the Inspector, separately with respect to each disbursement request, a Request for Advance upon the form attached hereto as (Sub)Exhibit J duly signed with all blanks appropriately filled in setting forth such details concerning the costs contained therein as said parties shall require, including: (a) a detailed breakdown of percentages and costs of the completion of various phases of the Demolition Component Work, the renovation and/or rehabilitation of the facade of the Oliver Building and the renovation and construction of the other Project improvements, showing the amounts expended to date for such demolition, renovation, rehabilitation or construction, as the case may be, and the amounts then due and unpaid, an itemized estimate of the amount necessary to complete the work in its entirety and also containing certification by Developer and the certification for payment by the Architect on AIA Form ____ that the demolition, renovation, rehabilitation or the construction of the Project to date of such certificate complies with the pertinent Component; (b) if requested by the Escrowee, the Inspector, the City, or the Lender, a list of the names and addresses of all material dealers, laborers and Subcontractors with whom agreements have been made by Developer, the Construction Manager, any Component Contractor, Specialty Contractor, or Demolition Contractor, as the case may be; (c) if requested by the Escrowee, the Inspector, the City or the Lender, receipted invoices, and/or releases or waivers of lien on forms approved by the Escrowee and the Inspector from each material dealer, Contractor and Subcontractor who has done work or has furnished materials for the Project, including but without limitation, those covered by each such Request for Advance. If work on the Site has begun prior to the initial disbursement, then Developer shall provide the Escrowee, the City and the Inspector with all such items as aforesaid, and/or acknowledgement of receipt of payment for work or materials previously provided, and any additional items as the

Escrowee, the City and the Inspector may reasonably require prior to such initial disbursement.

Also included with a Request for Advance shall be Developer's written report describing any modifications, change orders or amendments to any Component Contract or Specialty Contract, all as described further in subsection 4.7(c) below.

4. Compliance with Conditions Precedent. Each request for disbursement from the Escrow submitted by Developer shall be subject to compliance to the satisfaction of the Escrowee, the City, the Lender and the Inspector, in both form and substance, with the applicable conditions precedent for disbursements as set forth in the Agreement.

5. Time for Payment of Requisitions. Upon receipt of a Request for Advance by the Escrowee, the Escrowee shall have fifteen (15) business days in order to effect such Advance.

6. Inspection. During the undertaking of the Project, the Lender shall employ, for the benefit of the City, the Lender and Developer (or in the event no Lender exists, then the City shall employ) an inspector or architect ("Inspector") other than the Architect who prepared the Schematics or the Working Drawings and Specifications. The fees and expenses to be paid the Inspector shall be provided by the City exclusive of the City's Financial Contribution. The Inspector shall be selected by the Lender and acceptable to the City and Developer, or if no Lender exists, by the City and acceptable to Developer. The Inspector shall review for the parties all activities associated with the completion of the Project, which Inspector shall certify or otherwise indicate to the Escrowee on the form attached hereto as (Sub)Exhibit K that the completion of such work of the Project to the date of each Request for Advance and as certified by the Architect is as set forth in said Request for Advance and certificate, and that such demolition, renovation, rehabilitation or construction, as the case may be, complies with the pertinent Component, such indication from the Inspector to be a condition precedent to the approval by the Escrowee of any submitted Request for Advance of Developer. A representative of the D.P.D. shall have the right, but not the obligation, to accompany the Inspector during his inspection of the Project. In such event, the D.P.D. representative shall be accompanied by a representative of Developer and shall not possess the authority to issue instructions to any personnel at the Site other than through the representative of Developer.

Prior to the final completion of the Project, the Developer, the Architect, the Inspector and the City shall conduct a preliminary inspection of the Site, and thereafter the Inspector (in consultation with the Developer, the City and the Architect) shall prepare a list of punch list items to be undertaken by Developer. Once such work is completed, the Inspector and the City shall reinspect the Site, and if satisfied, the Inspector shall issue a

certificate ("Final Inspector's Certificate") that the construction of the Project is completed in accordance with the Components collectively constituting the Working Drawings and Specifications, the Agreement, the Redevelopment Documents and if applicable, the Landmarks Ordinance and the Preservation Easement. The determination of the Inspector with regard to Developer's compliance with the construction of the Project in accordance with the pertinent Component and the Working Drawings and Specifications collectively as described in this section shall be binding on the parties.

7. Disbursements; Deficiencies. The Escrowee shall pay any and all such disbursements directly to the Construction Manager, the pertinent Contractor, Specialty Contractor, or the Demolition Contractor, as the case may be, or such persons as have actually supplied labor, materials, property or services in connection with the undertaking of the pertinent Component Work or Specialty Work. In no event shall the Escrowee be required to disburse any Advance which, in the Lender's or the City's reasonable opinion, shall reduce the remaining amounts available to pay for the balance of the work, labor and materials necessary to fully complete the Project. If at any time it shall appear to the Lender or the City that the undisbursed portion of the Escrow (taking in account the holdbacks) is insufficient to pay remaining renovation or rehabilitation costs as aforesaid plus a reasonable contingency reserve, then in such event, Developer shall forthwith, upon ten (10) days written notice, deposit with the Escrowee the amount that the Lender and the City deem to be such deficit. It is expressly understood and agreed that, absent an express waiver by the Lender and the City, no Advance shall be made by the Escrowee while there is a deficiency. In the event that at any time the Escrowee (at the written request of the Lender or the City) demands that Developer remedy any such deficiency and Developer shall fail to do so as aforesaid, then the Escrowee shall have no further obligation to make further disbursement until said deficiency is remedied. In the event the Lender or the City shall require and Developer shall provide any sums to remedy deficiencies as aforesaid, the Escrowee shall hold said sums in a separate account established for such purpose, and such funds shall not be commingled with the proceeds of the Escrow or, at the sole option of the Escrowee, the Escrowee may apply all or any portion of such deposit to payment of the submitted Request for Advance. Developer's failure to remedy any deficit as aforesaid shall constitute a default of the terms of the Agreement.

8. Investment of Escrow Funds. The City's Financial Contribution, upon its deposit from time to time by the City in the Escrow, shall be invested or reinvested by the Escrowee at the written direction of the City to the extent permitted by law. Any interest received upon said investment of Escrow Funds shall be paid to the City.

4.9 Relocation Of Utilities.

In the event Developer requests the relocation, repair or replacement of any existing City utility lines in and under the Site, the public streets or private property adjacent to the Site, Developer agrees to cause such utilities to be relocated. The D.P.D. shall use its best efforts to assist Developer in obtaining the cooperation of any City agency with regard to the relocation, repair or replacement of existing utility lines. Except to the extent any portion of the City's Financial Contribution is to be used therefore pursuant to the Agreement, under no circumstances shall the City be financially responsible for the relocation, repair or replacement of any utility lines as a result of the Agreement.

4.10 Commencement And Completion Of The Project.

Developer shall commence with the construction of the Project within thirty (30) days from the issuance of the first building permit affecting the Project. Except as otherwise provided in the Agreement, Developer shall complete the Project (as evidenced by the issuance of the Inspector's Certificate regarding the substantial completion of the Project and the subsequent completion of any "punch list" items), subject to such Permitted Delays as are described in subsection 5.2 below, by the earlier of: (a) twenty-one (21) months from the earlier of (i) issuance of the first building permit, and (ii) the later of the date by which vacant possession of the Oliver Building is delivered to Developer and the Oriental Property is acquired by Developer; or (b) June 30, 1998. Developer agrees for itself, its successors and assigns, that Developer, its successors and assigns, shall promptly begin and diligently complete the Project within the time periods specified in this subsection 4.10.

4.11 Barricades.

Prior to the commencement of any construction activity requiring barricades, Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

4.12 Signs And Public Relations.

Developer shall erect a sign of size and style approved by the D.P.D. in a conspicuous location at the Site during the construction of the Project, indicating that financing for the Project has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Project and the Site in the City's promotional literature and communications.

4.13 Certificates Of Completion.

As the construction of the Project is completed in accordance with the approved Working Drawings and Specifications, the Agreement, the Redevelopment Documents and, if applicable, the Landmarks Ordinance and the Preservation Easement (as evidenced by the issuance of the Final Inspector's Certificate, as described above), the City, upon written request by Developer, shall furnish Developer with an appropriate Certificate. The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement with respect to the obligations of Developer and its successors and assigns to complete the Project. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Project, nor shall it serve as any "guaranty" of the structural soundness or quality of the construction of the Project, nor shall it serve to release Developer, or its successors and assigns, from its obligations as described in Section VII of the Agreement.

The Certification shall be in recordable form. Upon written request by Developer for the Certificate, the City, within twenty (20) days after receipt of the same, shall undertake an inspection of the Site accompanied by a representative of Developer and thereafter provide Developer either with the Certificate or a written statement indicating in adequate detail how Developer has failed to complete the Project in conformity with the Redevelopment Documents, the Agreement and the Working Drawings and Specifications or is otherwise in default, and what measures or acts will be necessary in the reasonable opinion of the City, for Developer to perform in order to obtain the Certificate. Developer shall promptly, but in all events within sixty (60) days, correct any such nonconformity or default. Upon compliance with the City's requirements, Developer shall resubmit a written request for a Certificate from the City.

4.14 Insurance.

The Developer shall provide and maintain at Developer's own expense, during the term of the Agreement and during the time period following final completion if Developer is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

Insurance To Be Provided.

(a) Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation and Employers' Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers'

Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

- (b) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following Project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City, 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 work.

- (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 Developer shall provide Comprehensive Automobile Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

- (d) All Risk Builders Risk Insurance.

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer shall provide or cause to be provided All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but not be limited to the following: right to partial occupancy, material stored off-site and in-transit, boiler and machinery, earth movement, flood including surface water backup, sewer backup and seepage, collapse, water damage, debris removal, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City shall be named as loss payee.

(e) Contractors Pollution Liability Insurance.

When any construction or related work is undertaken by the Contractor, which may cause an environmental exposure, Contractors Pollution Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000) insuring bodily injury, property damage and environmental clean-up costs. The City is to be named as an additional insured on a primary, non-contributory basis.

(f) All Risk Property Insurance.

Upon completion of the renovation, Developer shall provide All Risk Property Insurance in the amount of full replacement value of the Property including improvements and betterments to protect against loss or damage to or destruction of the facility. Coverage extensions shall include boiler and machinery, collapse, sewer back-up, sprinkler leakage and flood. The City shall be named as loss payee as its interests may appear.

(g) Professional Liability Insurance.

When any architects, engineers, construction managers or other professional consultants perform work in connection with the Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(h) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

Additional Requirements.

- (aa) The Developer will furnish the City, in care of the Department of Purchases, Contracts and Supplies, City Hall, Room 403, 121

North LaSalle Street, 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 the Agreement. The Developer shall submit evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent prior to award of Agreement.

- (bb) The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer shall not be deemed to be a waiver by the City. Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work or terminate Agreement until proper evidence of insurance is provided.
- (cc) 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.
- (dd) Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Developer.
- (ee) The Developer agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives, and limits furnished by Developer shall in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.
- (ff) The Developer expressly understands and agrees that any coverage
- (gg) The Developer 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 Developer under the Agreement.

- (hh) 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.
- (ii) The Developer shall require all subcontractors to provide the insurance required herein or Developer may provide the coverage for subcontractors. All subcontractors shall be subject to the same insurance requirements of Developer.
- (jj) If Developer or subcontractor desires additional coverage, the Developer and each subcontractor shall be responsible for the acquisition and cost of such additional protection.
- (kk) The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

4.15 Prohibition Against Unpermitted Encumbrances.

Prior to the completion of the Project as certified by the City, neither Developer nor any successor in interest to the Site shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon the Site; provided, however, that Developer, subject to compliance with the Agreement and after receiving the prior written consent of the City, shall be permitted to obtain financing solely to obtain the first Mortgage as described in subsection 4.8(a) above to the extent necessary for completing the Project.

4.16 Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of the Agreement, the holder of any Mortgage or its affiliates authorized by the Agreement (including any holder who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or by deed transfer in lieu thereof) shall not be obligated by the provisions of the Agreement to construct or complete the construction of the Project or to guarantee such construction or completion; provided, however, nothing in this subsection 4.16 or any section of the Agreement shall be deemed or construed to permit or authorize any such holder or its affiliate to devote the Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or permitted in the Redevelopment Documents and the Agreement, including, without limitation, subsections 5.3(d) and (e) of the Agreement. In the event, however, that Developer has obtained Lender Financing, if the Lender, due to the occurrence of a breach by Developer of its obligations under the First Mortgage (or its replacement) or the Agreement, obtains possession or title to the Site by foreclosure or deed in lieu of foreclosure, the

Lender may be entitled, upon receipt of written approval by the D.P.D., to utilize any unspent funds from the City's Financial Contribution to complete the Project as described in the Agreement, so long as Lender complies with the terms and conditions of the Agreement.

Whenever the City shall deliver a notice or demand with respect to any breach or default by Developer of its obligations under the Agreement, the City shall at the same time forward a copy of such notice or demand to any mortgagee whose address has been given in writing to the City. After any such default by Developer, each mortgagee shall (insofar as the City is concerned) have the right, at the mortgagee's option, to remedy such default.

Whenever the mortgagee shall deliver a notice or demand to Developer with respect to any breach or default by Developer of its obligations under the First Mortgage, the mortgagee shall at the same time forward a copy of such notice or demand to the City at the addresses listed in subsection 8.10 below. After any such default by Developer, the City and each mortgagee shall have the right to remedy such default to the extent such default is susceptible to being cured.

Section V.

Performance.

5.1 Time Of The Essence.

Time is of the essence of the Agreement.

5.2 Permitted Delays.

Neither the City, Developer, nor any successor in interest to Developer, shall be considered in breach of its obligations with respect to property acquisition needed for, and the commencement and completion of, the Project in the event of delay in the performance of such obligations due to causes, whether foreseeable or unforeseeable, beyond such party's control and without such party's fault or negligence, including but not limited to, any delays in eminent domain proceedings regarding the Oliver Property due to recognized legislative and judicial constraints, any delays or halts in the construction of the Project which are compelled by court order, any delays caused by the City failing to respond to Developer within applicable time periods (as further described in the Agreement), acts of God, acts of the public enemy, acts of the United States, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, industry-wide lockouts, inability to obtain materials, work stoppages, embargoes and unusually severe weather or delays of contractors or subcontractors due to any such cause

(collectively, "Permitted Delays"). The time for the performance of the obligations shall be extended only for the period of the Permitted Delays if, except in the case of any eminent domain proceedings that relate to the Oliver Property, the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such Permitted Delays.

5.3 Breach.

(a) Generally. Except as otherwise provided in the Agreement, in the event of default by any party or its successor in interest in the performance of its obligations under the Agreement, such party or successor, upon written notice from the other, shall proceed to immediately cure or remedy such default but, in any event, not later than sixty (60) days after receipt of such notice. In the event such action is not diligently pursued or the default not cured within a reasonable time, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

(b) Event of Default. For purposes of the Agreement, the occurrence of any one or more of the following, which remains uncured during the cure period afforded by subsection 5.3(a) above unless a different cure period is specifically provided with respect to any item set forth in this subsection 5.3(b) below, shall constitute an "Event of Default":

- (1) if, during the Term of the Agreement, any covenant, warranty, representation or statement made or furnished by Developer under the Agreement (including the covenants, representations and warranties of Developer described in subsection 2.1 above) has been breached or is not true and correct in any material respect and remains uncured after the cure period afforded by subsection 5.3(a); or
- (2) if any petition is filed by or against Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within sixty (60) days after filing); or
- (3) failure of Developer to develop the construction documents in accordance with subsection 4.5 above; or
- (4) if, unless otherwise governed by the terms and conditions set forth in subsection 5.2 concerning Permitted Delays, Developer defaults in fulfilling its obligations with respect to the completion of the Project (including the nature of and the dates

of the beginning and completion thereof) or abandons or substantially suspends renovation or construction work, and such default, violation, abandonment or suspension shall not be cured, ended or remedied within thirty (30) days of the date Developer receives written demand by the City to cure such default; or

- (5) failure of Developer, consistent with the terms of this Agreement, to devote and use the Oriental Theater as set forth in subsections 2.1(j) above and 7.2(c) below; or
- (6) failure of Developer to pay real estate taxes or assessments affecting the Site or any part thereof when due, or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Site or any part thereof, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within sixty (60) days after written demand by the City to remove such lien or encumbrance, or security is posted with the City or the Title Company sufficient to satisfy such liens and costs; or
- (7) after delivery of notice, failure to comply with the real estate tax covenants described in subsection 7.7 below; or
- (8) default by Developer in the payment of any sums required to be paid by Developer pursuant to the Agreement or the First Mortgage Note, at the times specified therein or as a consequence of redemption or acceleration; or
- (9) the occurrence of an Event of Default within the context of the First Mortgage, Covenant of Performance or the Mortgage; or
- (10) failure to comply with the public policy covenants and other provisions as described further in Sections VI and VII below, and such default continues for a period of sixty (60) days after delivery of notice; or
- (11) any assignment, pledge, encumbrance, transfer, hypothecation or other disposition is made in violation of subsection 8.2 below or elsewhere in the Agreement; or
- (12) failure to comply with Developer's Employment Opportunity Obligation provisions of Section VI and the various subsections thereof.

(c) Prior to Conveyance of the Oliver Property. If, from the execution date of the Agreement and before the City conveys to Developer the Deed to the Oliver Property or funds the acquisition of the Oriental Property in accordance with the applicable provisions of the Agreement, whichever occurs earlier, Developer defaults in any specific manner as described in paragraph (b) of this subsection 5.3, and fails to timely cure such default after the delivery of notice of default pursuant to subsection 5.3(a) or (b), as applicable, the City may, upon delivery of written notice to Developer and Lender, if any, immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer.

(d) After Conveyance of the Oliver Property Until Issuance of Certificate. If, subsequent to the conveyance of the Oliver Property to Developer by the City or funding by the City of the acquisition of the Oriental Property in accordance with the applicable provisions of the Agreement, whichever occurs earlier, and until the City issues its Certificate, Developer defaults in any specific manner as described in paragraph (b) of this subsection 5.3, then the City, after written notice to Developer and opportunity to cure pursuant to subsection 5.3(a) or (b), whichever is applicable, may declare any amounts due and owing under the Covenant of Performance to be due and payable immediately upon any such declaration. In addition, the City shall have the right to re-enter and take possession of the Oliver Property, to terminate the estate conveyed by the Deed to said Oliver Property to Developer as well as Developer's right of title and all other rights and interests in and to the Oliver Property, conveyed by the Deed to Developer, and revert title in said Oliver Property with the City, and the City shall further have the right to direct the Escrowee to record the Oriental Deed and vest title in the Oriental Property with the City; provided, however, that the acquisition of the Site by the City as described in this paragraph shall always be limited by, and shall not defeat, render invalid, or limit in any way (other than that which has been limited by the terms of the First Mortgage), the lien of the First Mortgage authorized by the Agreement for the protection of the holders of the First Mortgage.

Upon the acquisition by the City of title to the Site as described in this subsection 5.3(d), the City may elect to complete the Project by utilizing the City's Financial Contribution and such other funds as are necessary to complete the Project, including, without limitation, funds to be provided by Livent pursuant to the Completion Guaranty, and by, if necessary, the hiring of an alternative Construction Manager and/or Contractors to complete the Project. Upon Completion of the Project, the City shall employ its best efforts to convey the Site through the issuance of a request for proposals ("R.F.P.") to a Subsequent Developer who is a qualified and financially responsible party or parties as determined by the City, and which shall assume the obligation of operating the Oriental Theater and the other Project improvements to the satisfaction of the City and in accordance with the uses specified for the Site in the Redevelopment Documents and the Agreement. The proceeds from the sale of the Site by the City to the

Subsequent Developer shall be utilized and distributed to the holder of the First Mortgage, as is necessary to satisfy the same, and thereafter in accordance with the provisions described in subsection 5.3(f) below.

In the alternative, upon the acquisition by the City of title to the Site as described in this subsection 5.3(d), the City may elect to issue the R.F.P. to choose a Subsequent Developer willing to acquire and thereafter redevelop the Site. The Subsequent Developer shall be selected based on the following criteria (listed in terms of priority):

- First: The ability to complete the specific Project in accordance with the terms and conditions of the Redevelopment Documents and the Agreement and, upon the issuance of the Certificate by the City, to operate the Oriental Theater and the other Project improvements to the satisfaction of the City and in accordance with the uses specified for the Site in the Redevelopment Documents and the Agreement.
- Second: The ability to redevelop the Site in accordance with the uses specified for the Site in the Redevelopment Documents and the Agreement, and upon the issuance of the Certificate by the City, to operate the Project improvements to the satisfaction of the City and in accordance with the uses specified for the Site in the Redevelopment Documents and the Agreement.
- Third: The ability to redevelop the Site for purposes consistent with the uses described in the Guidelines and the objectives of the City.

The sale and conveyance of the Site to the Subsequent Developer shall be undertaken in accordance with all applicable federal, state and local laws, ordinances and regulations and consistent with the objectives of the Redevelopment Documents and the Agreement.

(e) After Issuance of Certificate. If, subsequent to the issuance of the Certificate until the expiration of the Term of the Agreement, Developer seeks to abandon the Site due to its inability or unwillingness to utilize the Site for uses consistent with the Redevelopment Documents and the Agreement for whatever reason except bankruptcy, the fee title to the Site shall automatically be transferred to the City upon receipt by the City of written notice of the intention of Developer to discontinue use of the Site, accompanied by a properly executed deed of conveyance. The fee title to the Site shall also transfer to the City upon the receipt of written notice by Developer from the City (and after the expiration of any applicable cure period) that Developer has failed to utilize the Site for uses consistent with the Redevelopment Documents and the Agreement. In conjunction with such notice to Developer, the City may declare any amounts due and owing

under the Covenant of Performance to be due and payable immediately upon any such declaration.

Any transfer of title of the Site to the City as described in this subparagraph 5.3(e) shall be subject to and shall be limited by the lien of the First Mortgage or the mortgage from a permanent lender ("Permanent Mortgage") (other than those rights which have been limited by the terms of the First Mortgage or the Permanent Mortgage) authorized by the Agreement for the protection of the holders of the First Mortgage or Permanent Mortgage; provided, however, that the City has the option (commencing with the date that the City acquires title to the Site for the duration of the nine (9) month period described in the following paragraph) to cause to be extinguished the lien of the First Mortgage or Permanent Mortgage by paying any and all sums remaining to be paid thereunder.

For a period of nine (9) months commencing with the date that the City re-acquires title to the Site, the D.P.D. may issue an R.F.P. concerning the future disposition of the Site and the selection of a Subsequent Developer to own the Site and operate the improvements located thereon. The Subsequent Developer shall be a qualified and financially responsible party selected by the City based on the following criteria (listed in terms of priority):

- First: The ability to operate the Project as constructed by Developer consistent with the terms of the Agreement and the Redevelopment Documents, whenever possible, and in light of applicable law, including, without limitation, the Landmarks Ordinance and the City's Zoning Ordinance.
- Second: The ability to redevelop the Site for purposes consistent with the uses described in the Guidelines and the objectives of the City.

During the nine (9) month period described above, the City shall consult with the holders of the First Mortgage or the Permanent Mortgage concerning the selection of the Subsequent Developer.

Once the Subsequent Developer has been selected by the City in accordance with the R.F.P. and takes title to the Site from the City, the proceeds from said sale and conveyance shall be utilized to pay any and all sums remaining to be paid under the First Mortgage or Permanent Mortgage thereunder, and thereafter distributed in accordance with the provisions described in subsection 5.3(f) below.

If the Subsequent Developer selected and approved by the City shall assume ownership of the Site based on the criteria established as "Third" in subsection 5.3(d) or as "Second" in this subsection 5.3(e) as described above, the City shall:

(1) prior to the conveyance of the Site by the City to the Subsequent Developer, execute a redevelopment agreement with said Subsequent Developer governing the future use of the Site, the terms of which to be negotiated between the parties, or (2) concurrent with the conveyance of the Site to said Subsequent Developer, execute a release in recordable form with regard to those covenants and restrictions contained in the Agreement governing the use of the Site.

If the City is unable for whatever reason to identify a Subsequent Developer or is unwilling to itself assume the terms of the First Mortgage or the Permanent Mortgage or pay any and all sums remaining to be paid thereunder to the holder of the First Mortgage or Permanent Mortgage (all as described in this subsection 5.3(e)), the City shall convey the Site to the holder of the First Mortgage or Permanent Mortgage by deed in lieu of foreclosure, and shall execute a release in recordable form with regard to those covenants and restrictions contained in the Agreement governing the use of the Site.

(f) Distribution of Sale Proceeds. Upon the selection of the Subsequent Developer pursuant to the provisions contained in subsection 5.3(d) or 5.3(e), and the conveyance of the fee title to the Site from the City to the Subsequent Developer, the proceeds from said conveyance shall be utilized first to reimburse the City for:

- (a) costs and expenses incurred by the City with regard to the reconveyance of the Site from Developer, and the management and subsequent conveyance of the Site to the Subsequent Developer;
- (b) all taxes, assessments, and water and sewer charges with respect to the Site;
- (c) any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees;
- (d) any expenditures made or obligations incurred with respect to construction and maintenance of any Project improvements constructed on the Site; and
- (e) any other amounts owed to the City by Developer, its successors or transferees.

Any remaining sums shall be distributed to the Developer.

5.4 Waiver And Estoppel.

Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

5.5 Indemnity.

Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with and to the extent of: (i) the failure of Developer to perform its obligations under the Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with construction of the Project; (iii) a material misrepresentation or omission in the Redevelopment Documents or the Agreement (or other documents relating thereto) which is the result of information supplied or omitted by Developer or by agents, employees, contractors or persons acting under the control or at the request of Developer; (iv) any activity undertaken by Developer at the Site; and (v) any claim or cost relating to the soil and environmental condition of the Site.

5.6 Access To The Site.

Subsequent to the acquisition of the Site by Developer until the expiration of the Term of the Agreement, any duly authorized representative of the D.P.D. shall, at all reasonable times and upon reasonable notice to Developer (except in the event of an emergency), have access to the Site for the purpose of confirming Developer's compliance with the Agreement, the Redevelopment Documents, or both. Subsequent to the date of the opening performance at the Oriental Theater, however, the City's access to the Site shall be generally limited (except in the event of an emergency) to the time period from 9:00 A.M. until 5:00 P.M. weekdays, except during any performance in the auditorium and for one hour prior to and after conclusion of any performance.

5.7 City's Right To Inspect Records.

Developer agrees that the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating to the Project, including, without limitation, Developer's loan statements, general contractor's sworn statements, general contracts, subcontracts,

purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City.

Section VI.

Developer's Employment Opportunity Obligation.

6.1 Employment Opportunity.

Developer agrees for itself and its successors and assigns, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Site (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that during the Term of the Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Site:

- A. No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code of Chicago, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual

orientation, military discharge status, marital status, parental status or source of income.

- B. Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
- C. Developer, in order to demonstrate compliance with the terms of this subsection, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- D. Developer and each Employer shall include the foregoing provisions of subparagraphs A through C in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Site, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.
- E. Failure to comply with the employment obligations described in this subsection 6.1 shall be a basis for the City to pursue remedies under the provisions of Section V hereof.

6.2 City Resident Employment Requirement.

Developer agrees for itself and its successors and assigns, and shall contractually obligate the other Employers, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the construction for the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

Developer and the other Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer and the other Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Project. Developer and the other Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of the D.P.D., the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. Developer and the other Employers shall maintain relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project as evidenced by the Certificate.

At the direction of the D.P.D., affidavits and other supporting documentation will be required of Developer and the other Employers to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Developer and the other Employers to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this subsection concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Developer and the other Employers failed to ensure the fulfillment of the requirement of this subsection concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this subsection. Therefore, in such a case of non-compliance it is agreed that one twentieth of one percent (.05%), 0.0005, of the aggregate hard construction costs set forth in the Budget (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer and/or the other Employers to the City in

payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer and/or the other Employers or employee to prosecution. Any retainage to cover contract performance that may become due to Developer and the other Employers pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination whether Developer and the other Employers must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of the Agreement.

Developer shall cause or require the provisions of this subsection 6.2 to be included in all construction contracts and subcontracts related to the Project.

6.3 Developer's M.B.E./W.B.E. Commitment.

Developer agrees for itself and its successors and assigns, and shall contractually obligate the Employers to agree, that during the construction of the Project:

- A. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (M.B.E./W.B.E. Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this subsection 6.3, during the course of construction of the Project, at least the following percentages of the aggregate construction hard costs (as set forth in the Budget), but specifically excluding acquisition costs to be paid by the City with respect to the Site and the areas of construction costs noted in the Budget as being the subject of special waiver, shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses (W.B.E.s):
 - a. At least 25% by M.B.E.s
 - b. At least 5% by W.B.E.s

- B. For purposes of this subsection 6.3 only, Developer (and any party to whom a contract is let by Developer pursuant to this Agreement) shall be deemed a "Contractor" and this Agreement (and any contract let pursuant thereto) shall be deemed a "Contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago. In addition, the term "minority-owned business" or M.B.E. shall mean a business enterprise identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term "women-owned business" or W.B.E. shall mean a business enterprise identified in the Directory of Certified Women Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.
- C. Consistent with Section 2-92-440, Municipal Code of Chicago, Developer's M.B.E./W.B.E. commitment may be achieved in part by Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual construction work performed by the Developer), or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual construction work performed by the M.B.E. or W.B.E.), by Developer utilizing an M.B.E. or a W.B.E. as a contractor (but only to the extent of any actual construction work performed by such contractor), by subcontracting or causing a contractor to subcontract a portion of the work to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both an M.B.E. and a W.B.E. shall not be credited more than once with regard to Developer's M.B.E./W.B.E. commitment as described in this subsection 6.3.
- D. Developer shall deliver quarterly reports to the D.P.D. describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include inter alia the name and business address of each M.B.E. and W.B.E. solicited by Developer or a contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the D.P.D. in determining Developer's compliance with this M.B.E./W.B.E. commitment. The D.P.D. shall have access to Developer's books and records, including, without limitation, payroll records and

tax returns, and records and books of account in accordance with subsection 5.7 of the Agreement on five (5) business days notice, to allow the City to review Developer's compliance with its commitment to M.B.E./W.B.E. participation.

- E. The City shall have the right to terminate the Agreement upon the disqualification of a contractor as an M.B.E. or W.B.E., if the contractor's status as an M.B.E. or W.B.E. was a factor in the approval of Developer for this Project, and such status was misrepresented by the contractor or Developer. In addition, the City shall have the right to terminate this Agreement upon the disqualification of any M.B.E. or W.B.E. subcontractor or supplier of goods or services if the subcontractor's status as an M.B.E. or W.B.E. was a factor in the approval of Developer to participate in this Project, and such status was misrepresented by the contractor or Developer. In the event that Developer is determined not to have been involved in any misrepresentation of the status of the disqualified contractor, subcontractor or supplier, the City, at its option, may choose to not terminate the Agreement; provided, however, Developer shall be obligated to discharge or cause to be discharged the disqualified contractor or subcontractor or to terminate any contract or business with the disqualified supplier, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this paragraph E, the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.
- F. Any reduction or waiver of Developer's M.B.E./W.B.E. commitment as described in this subsection 6.3 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

6.4 Pre-Construction Meeting; Monitoring Requirements.

Prior to the commencement of construction of the Project and Component Work or Specialty Work pursuant to any Component, Developer shall be required to meet with the monitoring staff of the D.P.D. with regard to Developer's compliance with its employment obligations described in this Section VI. Developer's Construction Manager, and Contractors and major Subcontractors shall be required to attend such pre-construction meetings. During said meeting, Developer shall demonstrate to D.P.D. its plan to achieve its employment obligations, the sufficiency of which must be approved by the D.P.D.. During the construction of the Project, Developer shall submit documentation (as required in subsections 6.1 -- 6.3 above) to the monitoring staff of the D.P.D.. Failure to submit such documentation on a timely basis or, a determination by the D.P.D. upon analysis of the documentation that Developer is not complying with its employment obligations described in this Section VI, shall, upon the delivery of written

notice to Developer and elapse of the applicable grace period, be deemed an Event of Default. In such event, in addition to any remedies described in this subsection 6.4, the City may, as allowed in subsection 5.3(a), until such default is cured: (1) issue a written demand to Developer to halt construction of the Project; (2) withhold certain pertinent sums from payment to Developer or to the Construction Manager, Contractors and Subcontractors; or (3) seek any other remedies against Developer available at law or in equity.

Section VII.

Public Policy Covenants And Post-Certificate Requirements.

7.1 Developer's Public Policy Covenants.

Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the use or occupancy of the Project or any improvements located or to be erected on the Site or any part thereof. In addition, Developer agrees that it shall comply with any and all federal, state and local laws, rules and regulations with regard to accessibility standards for the physically disabled, including, without limitation, the Fair Housing Act, 42 U.S.C. 3601, et seq. (1990), the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. (1990) and 47 U.S.C. 152, 221, 225 and 611 (1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1, et seq. (1992) and the Illinois Accessibility Code, 71 Ill. Admin. Code Ch. 1, subch. B, Sec. 400.100, et seq. (1988). The undertakings of the Developer in this subsection 7.1 are sometimes referred to herein as "Public Covenants".

7.2 Use And Performance Requirements.

From the period commencing with the issuance of the Certificate by the D.P.D. and for the entire Term of the Agreement, Developer shall be obligated to comply with the following requirements and obligations with regard to the operation of the Oriental Theater and its ownership of the Site (collectively, the "Use and Performance Covenants"):

- (a) **Maintenance of the Facade of the Oliver Building.** Developer shall maintain the facade of the Oliver Building in accordance with the terms and conditions of the Landmarks Ordinance, the Preservation Easement and the Agreement.

- (b) Use of "Oriental Theater". During the Term of the Agreement, Developer covenants to the City that it shall use on a continuous basis the name "Oriental Theater" in any business, advertisement, promotional event or any other reference whatsoever with respect to the theater; provided, however, Developer, with the prior written approval of the D.P.D., may obtain a corporate or other sponsor(s) of the Oriental Theater, whose name(s) may appear in conjunction with the "Oriental Theater".
- (c) First Performance. Developer shall stage the first live theatrical performance at the Oriental Theater within ninety (90) days of the issuance of the Certificate.
- (d) Continuous Operation. Developer covenants to the City that it shall utilize the Oriental Theater for the presentation of live theatrical, cultural and entertainment events on a continual basis. In such regard, Developer covenants to the City that in no event shall the Oriental Theater be "dark" and not utilized more than an average of twelve (12) weeks per year in any "rolling" three (3) year period; provided, further, that in no event shall the Oriental Theater be "dark" and not utilized for a period in excess of eighteen (18) weeks during any single twelve (12) month period.
- (e) Percentage of Proceeds. Developer agrees to pay to the City an amount equal to seven percent (7%) of all gross proceeds from ticket sales for performances at the Oriental Theater, by way of a ticket surcharge, less any amusement tax or other tax in lieu thereof (if any), paid to the City by Developer from such ticket sales, which shall be payable on the same monthly schedule as amusement taxes are currently payable. These sums shall be calculated in accordance with the manner in which such taxes are collected (as of the execution date of the Agreement) pursuant to the City's Amusement Tax Ordinance, Section 4-156-020, Municipal Code of Chicago.
- (f) Lease of the Chicago Theater. During the five (5) year period commencing with the execution date of the Agreement, if requested by the City to do so, Developer shall utilize its best efforts to negotiate in good faith with the owner thereof for a lease of the Chicago Theater (which is located at 175 North State Street, Chicago) on terms satisfactory to both Developer and the City.

7.3 Employment Creation And Retention; Covenant To Remain In The City.

Upon the issuance of the Certificate by the D.P.D. and the commencement of the operation of the Oriental Theater by Developer, until the expiration of the Term of the Agreement, Developer shall be obligated to create and maintain approximately ten (10) fulltime permanent jobs and thirty-six (36) part time jobs, either directly related to the operation of the Oriental Theater or generally at the Site.

7.4 Public Benefits Program.

Developer has entered into that certain Public Benefits Agreement with the City dated as of _____, 1996, substantially in the form attached hereto as (Sub)Exhibit L, to cause the development and implementation of a public benefits program ("Public Benefits Program") affecting the operation of the Oriental Theater.

7.5 Agreement To Provide Assistance To The Chicago School Reform Board Of Trustees.

Developer has entered into that certain agreement to Provide Assistance to the Chicago School Reform Board of Trustees with the City dated _____, 1996, substantially in the form attached hereto as (Sub)Exhibit M, whereby Developer shall, inter alia, make its theatrical resources available to the Chicago School Reform Board of Trustees. Said efforts must be contributed by Developer from the execution date of the Agreement until the expiration of the Term of the Agreement.

7.6 Status Reports.

Developer shall provide the D.P.D. with quarterly status reports (due on the first (1st) business day of each calendar quarter commencing with July 1, 1996) describing in sufficient detail Developer's compliance with Developer's Public Policy Covenants, Use and Performance Covenants, the Public Benefits Program and the Agreement to Provide Assistance to the Chicago School Reform Board of Trustees.

7.7 Real Estate Taxes And Other Governmental Charges.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all governmental charges (as defined below) which are assessed or imposed upon Developer, the Site or the Project, or

become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Site or the Project. "Governmental Charge" shall mean all federal, state, county, City or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to Developer, the Site or the Project, including but not limited to, real estate taxes.

(ii) Right to Contest. Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Site. Developer's right to challenge real estate taxes applicable to the Site is limited as provided for below; provided, however, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in the Agreement unless Developer has given prior written notice to the D.P.D. of Developer's intent to contest or object to a Governmental Charge and, unless, at the D.P.D.'s sole option: (i) Developer shall demonstrate to the D.P.D.'s satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Site to satisfy such Governmental Charge prior to final determination of such proceedings; and/or (ii) Developer shall furnish a good and sufficient bond or other security satisfactory to the D.P.D. in such form and amounts as the D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Site during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure to Pay or Discharge Lien. If Developer fails to pay any Governmental Charge which may create a lien against the Site or any part thereof or to obtain discharge of the same, Developer shall advise the D.P.D. thereof in writing, at which time the D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under the Agreement, in the D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which the D.P.D. deems advisable. All sums so paid by the D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to the D.P.D. by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be

construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any such Governmental Charge, the City, in its reasonable discretion, may require Developer to submit to the City audited financial statements or other evidence of its financial condition at the Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgement of Real Estate Taxes. Developer agrees that (A) for the purpose of the Agreement, the total projected minimum assessed value of the Site ("Minimum Assessed Value") is shown on (Sub)Exhibit N attached hereto and incorporated herein by reference for the years noted on (Sub)Exhibit N; (B) (Sub)Exhibit N sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Site and the Project for the years shown are fairly and accurately indicated in (Sub)Exhibit O.

(ii) Real Estate Tax Exemption. With respect to the Site or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of the Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the T.I.F. Plan is in effect.

(iii) No Reduction in Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of the Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Site or the Project below the amount of the Minimum Assessed Value as shown in (Sub)Exhibit N for the applicable year.

(iv) No Objections. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in the Agreement shall mean any complaint seeking to increase the assessed value of the Site up to (but not above) the Minimum Assessed Value as shown in (Sub)Exhibit N.

If Developer, despite the language of this subsection 7.7, has filed for and received a lower tax assessment than permitted in this subsection,

Developer, after notice, shall agree to promptly file such notice to have the tax assessment re-assessed to the level permitted in this section.

7.8 Covenants Running With The Land.

The parties agree that the restrictions contained in this Section VII are covenants running with the land and shall be binding upon Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof; provided, however, that the covenants shall be released when the T.I.F. Plan and Redevelopment Area for the purposes of the T.I.F. Plan are no longer in effect. Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Site from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in subsection 7.7 and this subsection 7.8 to the contrary, the City in its sole discretion and by its sole action, without the joinder or concurrence of Developer, its successors or assigns, may waive and terminate the covenants and agreements set forth in said subsections.

Section VIII.

Miscellaneous Provisions.

8.1 Entire Agreement.

Except as otherwise provided herein, the Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. Notwithstanding the foregoing, it is agreed that no material amendment or change shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council of the City (and approved by the Lender, if any). The term "material" for the purpose of this subsection 8.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or materially changes the Site or character of the Project or any activities undertaken by Developer affecting the Site, the Project, or both, or increases any time agreed for performance by either party by more than ninety (90) days.

8.2 Assignability And Transfer.

Unless permitted by the provisions contained in subsections 4.8(a), 5.3(c), 5.3(d) and 5.3(e) above, Developer, until the City issues the Certificate with regard to the completion of the Project, shall not assign, transfer or convey any right, title or interest in the Project, the Site, or both, or any of its duties or obligations under the Agreement as they relate to the Project, the Site, or both.

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

No member of the Commission, the D.P.D., or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement, the Site or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

8.4 City Fee.

The City may allocate the sum of Two Hundred Seventeen Thousand Five Hundred and no/100 Dollars (\$217,500.00) for payment of costs incurred by the City for the administration and monitoring of the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City's Financial Contribution, nor shall Developer be required to pay such fee.

8.5 Survival.

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

8.6 Mutual Assistance.

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

8.7 Cumulative Remedies.

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

8.8 No Merger With Deed.

The provisions of the Agreement shall not be merged with the Deed from the City to Developer affecting the Oliver Property.

8.9 Disclaimer.

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

8.10 Notices.

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

If To The City:

Commissioner
Department of Planning and
Development
Room 1000, City Hall
Chicago, Illinois 60602
Fax: (Omitted for printing
purposes)

With A Copy To:

Corporation Counsel
City of Chicago
Room 511, City Hall
Chicago, Illinois 60602
Attention: Real Estate and Land
Use Division
Fax: (Omitted for printing
purposes)

If To Developer:

Livent Realty (Chicago) Inc.
Suite 600
165 Avenue Road
Toronto, Ontario
Canada M5R 3S4
Attention: President
Fax: (Omitted for printing
purposes)

With A Copy To:

Smith Lyons
Suite 5800 -- Scotia Plaza
40 King Street West
Toronto, Ontario
Canada M5H 3Z7
Attention: R. W. J. Seyffert
Fax: (Omitted for printing
purposes)

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

8.11 Headings.

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

8.12 Governing Law.

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

8.13 Recordation Of The Agreement.

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

8.14 Release.

Upon the expiration of the Term of the Agreement, within thirty (30) days of receipt of written request, the City shall execute and deliver to Developer a release of the Agreement in recordable form.

8.15 No Third Party Beneficiary.

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

8.16 Approval.

Wherever the Agreement provides for the approval or consent of the City, the D.P.D. or the Commissioner, or any matter is to be to the City's, the D.P.D.'s or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, the D.P.D. or Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor shall act for the City or the D.P.D. in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering the Agreement for the City.

8.17 Successors And Assigns.

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

8.18 Severability.

If any provision of the Agreement, or any paragraph, sentence, clause, phrase, or word, or application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

8.19 Counterparts.

The Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

3/26/96

REPORTS OF COMMITTEES

19051

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

City of Chicago,
a municipal corporation

Livent Realty (Chicago) Inc.,
a Delaware corporation

By: _____
Richard M. Daley,
Mayor

By: _____
Myron I. Gottlieb,
President

Attest: _____
James J. Laski,
City Clerk

Attest: _____
Jerald M. Banks,
Secretary

Approved As To Form
And Legality:

City of Chicago Office of Corporation Counsel

Susan S. Sher,
Corporation Counsel

Approved, City of Chicago
Department of Planning and Development

J. F. Boyle, Jr.,
Commissioner

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James J. Laski, personally known to me to be the City Clerk of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such City Clerk, he signed and delivered said instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 1996.

Notary Public

[Seal]

My commission expires _____.

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Myron I. Gottlieb, personally known to me to be the President of Livent Realty (Chicago) Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such President, he signed and delivered said instrument, pursuant to authority given by Livent Realty (Chicago) Inc., as his free and voluntary act and as

the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 1996.

Notary Public

[Seal]

My commission expires _____.

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerald M. Brooks, personally known to me to be the Secretary of Livent Realty (Chicago) Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Secretary, he signed and delivered the said instrument, pursuant to authority given by Livent Realty (Chicago) Inc., as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 1996.

Notary Public

[Seal]

My commission expires _____.

[(Sub)Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K",
"L", "M", "N", "O", "P", "Q", "R" and "S" referred to in
this Redevelopment Agreement unavailable at
time of printing.]

AMENDMENT OF ENTERPRISE ZONE 5 DESIGNATION
ORDINANCE BY EXPANSION OF BOUNDARIES.

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the expansion of the boundaries of Enterprise Zone 5, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on December 16, 1983 passed an ordinance establishing Proposed Enterprise Zone 5, appearing in the Journal of Council Proceedings, pages 3992, 3994 and 3995; and amended and appearing in the May 13, 1987 Journal of Council Proceedings on pages 266 to 268; and amended and appearing in the February 6, 1991 Journal of Council Proceedings on pages 29400 to 29403; and amended and appearing in the September 11, 1991 Journal of Council Proceedings on pages 4628 to 4634; and amended and appearing in the March 25, 1992 Journal of Council Proceedings on pages 13707 to 13711; and amended and appearing in the September 15, 1993 Journal of Council Proceedings on pages 37372 to 37375; and amended and appearing in the September 14, 1994 Journal of Council Proceedings on pages 55998 to 56005; and amended and appearing in the October 2, 1995 Journal of Council Proceedings, pages 7581 and 7582; and amended on January 10, 1996 by City Council Ordinance (collectively, the "Designating Ordinance"); and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, 20 ILCS 655/1, et seq. ("Illinois Enterprise Zone Act") to amend or modify the boundaries of Enterprise Zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone 5 will increase the development and rehabilitation of the depressed areas on the west and northwest sides of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone 5 as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 16-12 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the Designating Ordinance is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

"The following area, hereafter referred to as "Zone 5" is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone 5:

starting at the corner of Cicero and Chicago Avenues; thence running north on Cicero Avenue to a line 268.0 feet south of and parallel with the south line of LeMoyne Street; thence west along said parallel line to the centerline of Lamon Avenue; thence north along the centerline of Lamon Avenue to the centerline of LeMoyne Street; thence west along the centerline of LeMoyne Street to a line 125.0 feet east of and parallel with the east line of Lavergne Avenue; thence north along said parallel line to a line 437.0 feet north of the north line of LeMoyne Street; thence west along said parallel line to the centerline of Lavergne Avenue; thence north along the centerline of Lavergne Avenue to the centerline of North Avenue; thence east along the centerline of North Avenue to Cicero Avenue; thence running north on Cicero Avenue to Bloomingdale Avenue; thence west on Bloomingdale Avenue to Narrangesett Avenue; thence north on Narrangesett Avenue to Fullerton Avenue; thence east on Fullerton Avenue to the west line of Cicero Avenue; thence running north on the west line of Cicero Avenue to the north line of the Chicago and Northwestern Railroad tracks; thence northeast along said tracks to *the westerly extension of the north line of Carmen Avenue*; thence west along *the westerly extension of Carmen Avenue* to the east line of the first alley east of Keating Avenue; thence north along the east line of said alley to the south line of Foster Avenue; thence east along the south line of Foster Avenue to the west line of Kenton Avenue; thence south along the west line of Kenton Avenue to Kimberly Avenue; thence southwest on Kimberly Avenue to Elston Avenue; thence north on Elston Avenue to the south line of the Chicago and Northwestern Railroad tracks; thence south along the south line of said tracks to the east line of Cicero Avenue; thence south on the east line of Cicero Avenue to Fullerton Avenue; thence east along Fullerton Avenue to Kostner Avenue; thence north on Kostner Avenue to Wellington Avenue; thence east on Wellington Avenue to the centerline of Lowell Avenue; thence running north along the centerline of Lowell Avenue to the south side of Belmont Avenue; thence running east along the south side of Belmont Avenue to the west side of Kildare Avenue extended; thence running south along the west side of Kildare Avenue extended, and Kildare Avenue to the north side of Barry Avenue; thence running west along the north side of Barry Avenue, to a point three feet east of the centerline of Lowell Avenue; thence running south along a line drawn three feet east of the centerline of Lowell Avenue to Wellington Avenue; thence east on Wellington Avenue to Pulaski Road; thence south on Pulaski Road to Belden Avenue; thence east on Belden Avenue to Springfield Avenue; thence south on Springfield Avenue to Dickens Avenue; thence east on Dickens Avenue to Central Park Avenue; thence running south on Central Park Avenue to the south side of the first alley north of Armitage

Avenue; thence east along the south side of said alley to the west line of Drake Avenue; thence south along the west line of Drake Avenue to the north line of Armitage Avenue; thence west along the north line of Armitage Avenue to Central Park Avenue; thence south on Central Park Avenue to the south side of Cortland Street; thence running west on the south side of Cortland Street to Pulaski Road; thence running south on Pulaski Road to Division Street; thence east on Division Street to Hamlin Avenue; thence south along Hamlin Avenue to the first alley south of Division Street; thence west along the first alley south of Division Street to Pulaski Road; thence south along Pulaski Road to Chicago Avenue; thence running east on Chicago Avenue to Kedzie Avenue; thence running south on Kedzie Avenue to the Eisenhower Expressway; thence running west on the Eisenhower Expressway to Cicero Avenue; thence running north on Cicero Avenue to Madison Street; thence running west on Madison Street to Central Avenue; thence running north on Central Avenue to Chicago Avenue; and thence running east on Chicago Avenue to the beginning point at Cicero Avenue. (see Attachment A)"

SECTION 2. That Section 2 of the Designating Ordinance is hereby further amended by deleting the bracketed language and inserting the language in italics, as follows:

"That Zone 5 meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that:

- 1) it is a contiguous area entirely within the City of Chicago;
- 2) it comprises [9.559] 9.574 square miles, which is within the range allowed by the Illinois Enterprise Zone Act;
- 3) it is a depressed area as shown by census tract data and other data; and
- 4) it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs."

SECTION 3. The Attachment A of the Designating Ordinance is hereby deleted and replaced with the Attachment A that is attached hereto and which will be placed on file with the City Clerk's Office.

SECTION 4. The modification of the boundaries of Enterprise Zone 5 provided herein shall not be effective unless the State approves such modification, and until such approval is given, none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Act shall apply to this expanded area.

SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

SECTION 6. The Commissioner of the Department of Planning and Development ("Commissioner"), as Zone Administrator for the City, 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 5 approved and certified by the State.

SECTION 7. This ordinance shall be effective from and after its passage.

[Attachment "A" referred to in this ordinance printed on page 19059 of this Journal.]

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS, REFUND OF FEES AND WAIVER
OF FEES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance submitted the following report:

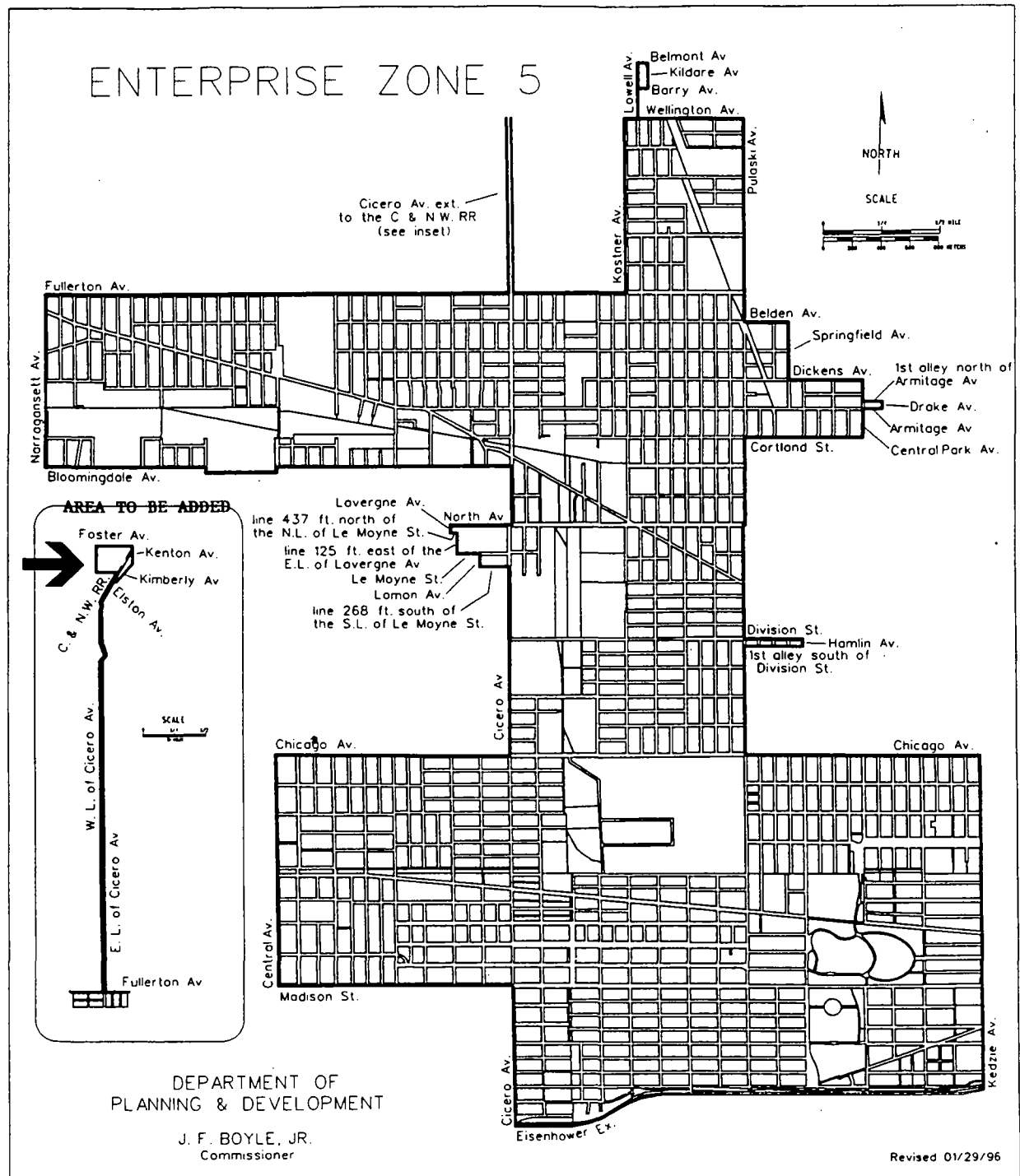
CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred November 1, December 12, 1995, January 10, February 7 and March 6, 1996, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, refund of fees and waiver of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

(Continued on page 19060)

Attachment "A".



(Continued from page 19058)

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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.

The Anti-Cruelty Society.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of

Chicago to the contrary, to The Anti-Cruelty Society for first floor renovation on the premises known as 157 West Grand Avenue.

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

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

Claretian Neighborhood Development Office, Inc.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Claretian Neighborhood Development Office, Inc., 9108 South Brandon Avenue for rehabilitation of existing structures on the premises known as 3251 -- 3253 East 91st Street.

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

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

Daley Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of

Chicago to the contrary, to the Daley Center for upgrades to all public washrooms on floors 2 through 27 on the premises known as 66 West Washington 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.

Mayfair Commons Limited Partnership.

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 Mayfair Commons Limited Partnership, 4745 North Kedzie Avenue for the construction of a new building for affordable senior housing on the premises known as 4444 West Lawrence Avenue.

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

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

Nathan Davis Elementary School Annex.

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

SECTION 1. That the Commissioner of Sewers and the Commissioner of Water are hereby directed to remove the inactive water service taps and water cutoffs, cap and seal the new water service and are hereby directed to

issue all necessary permits, all on-site inspection fees, all plan review fees, all existing water cutoff costs and all water tapping fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Nathan Davis Elementary School Annex for the construction of a new school annex building on the premises known as 3050 West 39th Place.

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.

Vietnam Veterans Arts Group.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Vietnam Veterans Arts Group for renovation on the premises known as 1801 South Indiana Avenue.

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

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

*Window To The World Communications, Inc./
WTTW Channel 11.*

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 Window to the World Communications, Inc. (on behalf of WTTW/Channel 11) for the construction of a new production studio on the premises known as 5400 North St. Louis Avenue.

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

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

LICENSE FEE EXEMPTIONS.

Food Dispenser.

Food Service Professionals.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following organization (a division of the Catholic Archdiocese of Chicago), is hereby exempted from the payment of the annual Food Dispenser License fee (Code 1323) for the period beginning February 16, 1996 and ending February 15, 1997:

Food Service Professionals
5160 North Northwest Highway.

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

Organic Theater Company, Inc.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following place of amusement which is not operated for gain but where a charge is made for entertainment, is hereby exempted from the payment of the annual Food Dispenser License fee (Code 1301) for the period of October 27, 1995 through May 15, 1996:

Organic Theater Co., Inc.
3319 North Clark Street.

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

Saint Alphonsus Church.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following church which is not operated for gain is hereby exempted from the payment of the annual Food Dispenser License fee (Code 1300) for the period beginning February 16, 1996 and ending February 15, 1997:

Saint Alphonsus Church
2936 North Southport Avenue.

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

General Business.

Athenaeum Theatre.

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 place of amusement is hereby exempted from the payment of annual Business License fee (Code 1010):

Athenaeum Theatre
2936 North Southport Avenue.

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

Augustana Center.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, Augustana Center, which is a non-profit program of Lutheran Social Services of Illinois, is hereby exempted from the payment of the Business License fees for the current license period which expires November 15, 1996:

Augustana Center
7464 North Sheridan Road.

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

Illinois Partners For Social And Economic Development.

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 not-for-profit organization is hereby exempted from the payment of the General Limited License fee for the period of February 16, 1996 to February 15, 1997 (Code 1010):

Illinois Partners for Social and
Economic Development
3209 West Devon Avenue and 2910 West Peterson Avenue.

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

Home.

*Warren Barr Pavilion Of Illinois Masonic
Medical 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 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 Home License fee for the period beginning February 16, 1996 and ending February 15, 1997:

Warren Barr Pavilion
of Illinois Masonic Medical Center
66 West Oak Street.

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

Little Sisters Of The Poor, Inc.

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, the following shelter home, 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 annual Home for the Aged License fee (Code 1362) for the period beginning February 16, 1996 and ending February 15, 1997:

Little Sisters of the Poor, Inc.
2325 North Lakewood Avenue.

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

Saint Paul's House Corporation.

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, the following nursing home, which is not operated for gain but where a charge is made for patients, is hereby exempted from the payment of the annual Nursing Home License fee (Code 1364) for the period beginning February 16, 1996 and ending February 15, 1997:

Saint Paul's House Corporation
3831 North Mozart Street.

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

Hospital.

Mount Sinai Hospital Medical Center.

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

SECTION 1. Pursuant to Section 4-84-040 of the Municipal Code of Chicago, the following institution 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 annual Hospital License fee for the period of February 16, 1996 to February 15, 1997 (Code 1375):

Mount Sinai Hospital Medical Center
2750 West 15th Place.

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

Public Place Of Amusement.

Athenaeum Theatre.

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

SECTION 1. Pursuant to Section 4-4-020 of the Municipal Code of Chicago, the following public place of amusement is hereby exempted from the payment of the annual Public Place of Amusement License fee (Code 1041):

Athenaeum Theatre
2936 North Southport Avenue.

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

Miscellaneous Licenses.

Saint Elizabeth's Hospital.

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

SECTION 1. Pursuant to Title 4 of the Municipal Code of the City of Chicago and in accordance with favorable investigation by the Department of Health, the following institution is hereby exempt from payment of the Limited Business License fee (Professional Plaza Pharmacy), Hospital License fee (Saint Elizabeth's Hospital), Food Dispenser License fee (Saint Elizabeth's Cafeteria), Food Purveyor License fee (Gift Shop), and Food Purveyor License fee (Professional Plaza Pharmacy) provided therefor in

Title 4 of the Municipal Code of Chicago for the period of November 16, 1995 to November 15, 1996:

Saint Elizabeth's Hospital
1431 North Western Avenue.

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

REFUND OF FEES.

Building Permit.

Upward Bound, Inc.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$1,679.00 for building permit fees, paid by the Upward Bound, Inc., a not-for-profit organization, Permit No. 813083.

Day Care License.

The Thresholds Day Care Center "Mother's" Project.
(1995)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$150.00 to The Thresholds Day Care Center "Mothers" Project, 1110 West Belmont Avenue, representing payments of Day Care License fees for Class I and Class II for the year 1995.

*The Thresholds Day Care Center "Mother's" Project.
(1996)*

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$150.00 to The Thresholds, 2700 North Lakeview Avenue, representing payment of The Thresholds Day Care Center "Mothers" Project, 1110 West Belmont Avenue (Code 1584, Class I and also Code 1585, Class II), for the period beginning February 16, 1995 and ending February 15, 1996.

Consumption On Premises License.

Organic Theater Company, Inc.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$1,000.00 to the Organic Theater Co., Inc., 3319 North Clark Street, representing payment of annual Consumption on Premises License fee (Code 1475) for the period of November 16, 1995 through May 15, 1996.

Food Dispensary On Premises License.

Salvation Army/Tom Seay Center.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$300.00 to the Salvation Army, Tom Seay Center, at 1025 West Sunnyside Avenue, Chicago, Illinois 60640, representing payment of the Food Dispensary on Premises License fee.

WAIVER OF FEES.

Demolition Lien.

Langley Avenue Church Of God.

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 \$12,724.00 entered against the Langley Avenue Church of God, for property located at 640 East 61st Street, Chicago, Illinois (Case Number 94M1502244).

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

Monumental Baptist Church.

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

SECTION 1. The City of Chicago hereby releases its demolition lien in the amount of \$5,500.00 and costs entered against the property located at 745 East Oakwood Boulevard, Chicago, Illinois, Permanent Index No. 20-03-208-011, legally described as:

the west 20 feet of Lot 4 (except the south 7 feet taken for alley) in County Clerk's Division of parts of Lots 1, 2, 8 and 9 in Block 4 in Clearville Addition, a resubdivision of the north half of the northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Document No. 90066130 filed February 5, 1993, pursuant to Case No. 87M1-406235 and foreclosed in Case No. 93CH-1114 for the benefit of Monumental Baptist Church. The Corporation Counsel is hereby directed to execute and issue release of this lien.

SECTION 2. The City of Chicago hereby releases its demolition lien in the amount of \$11,601.00 plus costs entered against the property located at 753 East Oakwood Boulevard, Chicago, Illinois. Document No. 92525346

filed July 17, 1992, Permanent Index No. 20-03-208-015, legally described as:

Lot 3 (except the 7 feet thereof taken for alley) in County Clerk's Division of parts of Lots 1, 2, 8 and 9 in Block 4, in Clearville Addition, being the north half of the northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of Vincennes Avenue, Cook County, Illinois,

for the benefit of Monumental Baptist Church. The Corporation Counsel is hereby directed to execute and issue release of this lien.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

Special Events Raffle License.

Chicago Symphony Orchestral Association.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Special Events Raffle License fee in connection with the Chicago Symphony Orchestral Association which took place on February 24, 1996, for the benefit of grants to educational, welfare, culture and medical agencies in the Chicagoland area, located at 220 South Michigan Avenue.

**EXEMPTION OF THE ART INSTITUTE OF CHICAGO FROM
PAYMENT OF ALL 1996 CITY PERMIT AND
LICENSE FEES.**

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance presented by Alderman Natarus (42nd Ward) exempting The Art Institute of Chicago from payment of all City permit and license fees for the year 1996, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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 Art Institute of Chicago, a not-for-profit Illinois corporation, related to the erection and maintenance of the building(s) located at 111 South Michigan Avenue, 112 South Michigan Avenue and 37 South Wabash Avenue, Chicago, Illinois.

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 Art Institute of Chicago, a not-for-profit Illinois corporation, located at 111 South Michigan Avenue, engaged in cultural, educational 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 Art Institute of Chicago shall be entitled to a refund of all 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 WARRANTS
FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schuler, M. Smith, Moore -- 43.

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
All Nations Development Venture 8435 South Stony Island Avenue	C2-503149 (Refrig.)	\$ 40.00
Bais Yaakov High School of Chicago 3333 West Peterson Avenue	P1-505173 (Fuel Burn. Equip.)	135.00

3/26/96

REPORTS OF COMMITTEES

19077

Name And Address	Warrant Number And Type Of Inspection	Amount
Bethesda Home and Retirement Center 2833 North Nordica Avenue	P1-505073 (Fuel Burn. Equip.)	\$ 605.00
Chicago Association for Retarded Citizens 1801 North Spaulding Avenue	P1-007620 (Fuel Burn. Equip.)	136.00
Chicago Child Care Society 5467 South University Avenue	P1-505223 (Fuel Burn. Equip.)	200.00
Church of Saint Paul the Redeemer 4945 South Dorchester Avenue	F5-401208 (Handicapped Ramp)	300.00
DePaul University (various locations)	A1-500490 (Elev.)	1,152.00
	A1-504253 (Elev.)	100.00
	B1-316865 (Bldg.)	47.00
	B1-318744 (Bldg.)	127.00
	B1-318977 (Bldg.)	95.00
	B1-319142 (Bldg.)	79.00
	B1-320132 (Bldg.)	173.00
	B1-408264 (Bldg.)	40.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	B1-408712 (Bldg.)	\$ 240.00
	B1-411254 (Bldg.)	100.00
	B1-411255 (Bldg.)	60.00
	B1-411800 (Bldg.)	120.00
	B1-412003 (Bldg.)	220.00
	B1-414110 (Bldg.)	80.00
	B1-414163 (Bldg.)	180.00
	B1-513213 (Bldg.)	100.00
	B1-513214 (Bldg.)	60.00
	B1-514146 (Bldg.)	220.00
	B1-514222 (Bldg.)	100.00
	B1-514265 (Bldg.)	120.00
	B1-515596 (Bldg.)	80.00
	B1-515621 (Bldg.)	100.00

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REPORTS OF COMMITTEES

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Name And Address	Warrant Number And Type Of Inspection	Amount
	B1-516129 (Bldg.)	\$ 160.00
	B1-516142 (Bldg.)	240.00
	B2-500398 (Canopy/Rev. Door)	27.00
	B2-500399 (Canopy/Rev. Door)	25.00
	B3-500743 (Pub. Place of Assemb.)	60.00
	B3-501165 (Pub. Place of Assemb.)	60.00
	B3-501328 (Pub. Place of Assemb.)	60.00
	D1-432701 (Sign)	22.00
	D1-439872 (Sign)	22.00
	D1-439873 (Sign)	22.00
	D1-439874 (Sign)	22.00
	D1-439875 (Sign)	22.00
	D1-439876 (Sign)	22.00
	F4-501231 (Mech. Vent.)	240.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	P1-304577 (Fuel Burn. Equip.)	\$ 156.00
	P1-304121 (Fuel Burn. Equip.)	302.00
	P1-406315 (Fuel Burn. Equip.)	180.00
	P1-500887 (Fuel Burn. Equip.)	575.00
	P1-502131 (Fuel Burn. Equip.)	270.00
Edgewater Hospital 5700 North Ashland Avenue	B2-503259 (Canopy/Rev. Door)	155.00
Ida Crown Jewish Academy/ Associated Talmud Torahs of Chicago 2828 West Pratt Boulevard	P1-505405 (Fuel Burn. Equip.)	355.00
Illinois Institute of Technology Research Institute 10 West 35th Street	A1-505573 (Elev.)	475.00
	A1-505651 (Elev.)	60.00
	A1-505855 (Elev.)	120.00
	A1-505858 (Elev.)	120.00
	B1-520523 (Bldg.)	300.00

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Name And Address	Warrant Number And Type Of Inspection	Amount
	B1-520526 (Bldg.)	\$ 120.00
Jewish Federation of Metropolitan Chicago (various locations)	B3-400017 (Pub. Place of Assemb.)	46.00
	B3-400603 (Pub. Place of Assemb.)	46.00
	B3-401029 (Pub. Place of Assemb.)	46.00
	B3-401497 (Pub. Place of Assemb.)	46.00
	B3-401512 (Pub. Place of Assemb.)	46.00
	B3-401792 (Pub. Place of Assemb.)	46.00
	P1-404983 (Fuel Burn. Equip.)	284.00
Lutheran School of Theology at Chicago (various locations)	B1-106417 (Bldg.)	47.00
	B1-106869 (Bldg.)	79.00
	B1-111077 (Bldg.)	47.00
	B1-212145 (Bldg.)	47.00
	B1-213917 (Bldg.)	47.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Ada S. McKinley Community Services, Inc. (various locations)	C2-502065 (Refrig.)	\$ 200.00
	C2-502803 (Refrig.)	240.00
	P1-505366 (Fuel Burn. Equip.)	45.00
	R1-401505 (Drwy.)	34.00
	R1-409493 (Drwy.)	68.00
	R1-451510 (Drwy.)	34.00
	R1-459512 (Drwy.)	68.00
Misericordia Heart of Mercy 1940 West Granville Avenue	F4-518868 (Mech. Vent.)	136.00
Saint Philip Lutheran Church Day Care Center 2434 West Bryn Mawr Avenue	B2-503250 (Canopy/Rev. Door)	25.00
South Chicago Parents and Friends, Inc. 10241 South Commercial Avenue	Invoice Number 95840003420 (Sign)	40.00
Topsy Turby Nursery and Kindergarten 723 East 75th Street	F4-515627 (Mech. Vent.)	40.00

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19083

Name And Address	Warrant Number And Type Of Inspection	Amount
Westtown Training Center 1801 North Spaulding Avenue	F4-007104 (Mech. Vent.)	\$ 26.00
	P1-505521 (Fuel Burn. Equip.)	155.00
General Robert E. Wood Club 2950 West 25th Street	P1-200998 (Fuel Burn. Equip.)	273.00
42nd Ward Regular Democratic Organization 1142 West Taylor Street	B2-503145 (Canopy/Rev. Door)	25.00

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, March 26, 1996.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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 19085 through
19090 of this Journal.]

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/26/96

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/15/96	180.00
ALCAZAR	POLICE OFFICER	RECRUIT TRAINING	12/22/95	30.00
AMMONS	POLICE OFFICER	SECOND DISTRICT	1/29/96	65.00
ANDERSON	POLICE OFFICER	ELEVENTH DISTRICT	12/27/95	382.00
ANDERSON-HELD	POLICE OFFICER	NINETEENTH DISTRICT	1/27/96	1915.00
ANDRUZZI	POLICE OFFICER	PARKING ENFORCEMENT UNIT	1/06/96	162.45
ANGARONE	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/08/95	698.00
ANKLIN	POLICE OFFICER	RECRUIT TRAINING	1/14/96	289.80
ARNOLD	POLICE OFFICER	FOURTH DISTRICT	12/21/95	56.00
ATKINSON	POLICE OFFICER	THIRD DISTRICT	1/05/96	1325.56
AYE	POLICE OFFICER	EIGHTH DISTRICT	1/29/96	246.00
BABICH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/30/96	32.00
BALTEWCIZ	POLICE OFFICER	FOURTEENTH DISTRICT	1/14/96	290.60
BARBER	POLICE OFFICER	SEVENTH DISTRICT	1/12/96	498.00
BEILKE	POLICE OFFICER	RECRUIT TRAINING	9/06/95	850.00
BENNETT	POLICE OFFICER	SEVENTH DISTRICT	12/02/95	850.00
BERNICHIO	POLICE OFFICER	SEVENTH DISTRICT	1/16/96	60.00
BERTERMANN	POLICE OFFICER	SEVENTEENTH DISTRICT	1/06/96	297.45
BEVAN	POLICE OFFICER	FIRST DISTRICT	3/25/87	1133.76
BLASZINSKI	POLICE OFFICER	RECRUIT TRAINING	12/19/95	90.00
BORKOWSKI	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/06/96	850.00
BRADEY	POLICE OFFICER	THIRD DISTRICT	12/03/95	975.00
BREIER	POLICE OFFICER	THIRD DISTRICT	6/27/95	325.00
BRIDGES	POLICE OFFICER	RECRUIT TRAINING	1/20/96	229.94
BUCZKO	POLICE OFFICER	TWELFTH DISTRICT	1/21/96	79.00
BUGGS	POLICE OFFICER	SEVENTH DISTRICT	1/12/96	336.00
BULGAJEWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	1/14/96	461.70
CAGNEY	POLICE OFFICER	EIGHTEENTH DISTRICT	5/14/94	45.00
CAPPARELLI	POLICE OFFICER	EIGHTEENTH DISTRICT	12/02/95	105.00
CARTER	POLICE OFFICER	THIRD DISTRICT	1/14/96	446.84
CASAS	POLICE OFFICER	CENTRAL DETENTION SECTION	1/27/96	80.00
CASEY	POLICE OFFICER	SEVENTH DISTRICT	12/24/95	50.00
CELLA	POLICE OFFICER	UNKNOWN	10/03/95	170.10
CHAPPEL	POLICE OFFICER	THIRD DISTRICT	2/05/95	150.00
COLLIER	POLICE OFFICER	FIFTH DISTRICT	1/30/96	21.00
COLVIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/08/95	150.00
CONWAY	POLICE OFFICER	FIFTH DISTRICT	1/27/96	454.00
COSTELLO	POLICE OFFICER	SEVENTH DISTRICT	8/09/95	468.50
CRONIN	POLICE OFFICER	SEVENTH DISTRICT	12/28/95	26.00
CRUMP-HALES	POLICE OFFICER	CENTRAL DETENTION SECTION	1/13/96	16.00
CUSIMANO	POLICE OFFICER	EIGHTH DISTRICT	1/15/96	35.00
CZERNTA	POLICE OFFICER	NINETEENTH DISTRICT	1/30/96	146.00
DALTO	POLICE OFFICER	EIGHTH DISTRICT	2/24/85	1969.00
DEAVILA	POLICE OFFICER	MOUNTED UNIT	7/10/95	943.50
DECOLA	POLICE OFFICER	SIXTEENTH DISTRICT	6/15/95	60.00
DEMARS	POLICE OFFICER	BOMB AND ARSON SECTION	8/24/95	5492.94
DESALVO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/18/95	469.00
DEYOUNG	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/24/96	1675.00
DIXIONE	POLICE OFFICER	FIRST DISTRICT	12/01/94	1075.00

CITY OF CHICAGO
CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/26/96

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DOMAGALA	POLICE OFFICER	UNKNOWN	7/14/88	81.91
DOYCE	POLICE OFFICER	FIRST DISTRICT	11/18/95	90.00
DUFFY	POLICE OFFICER	MARINE UNIT	10/03/95	673.00
FALIN	POLICE OFFICER	THIRD DISTRICT	12/09/95	330.00
FRASURE	POLICE OFFICER	THIRD DISTRICT	12/19/95	60.00
FUDA	POLICE OFFICER	SEVENTH DISTRICT	8/03/94	4100.00
GARRITY	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/26/96	600.96
GIBSON	POLICE OFFICER	UNKNOWN	1/31/96	48.78
GLOVER	POLICE OFFICER	NINETEENTH DISTRICT	1/21/96	685.00
GOODAY-STEINMEIER	POLICE OFFICER	THIRD DISTRICT	1/23/96	609.24
GORSKI	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	12/15/95	1050.00
GOULD	POLICE OFFICER	RECRUIT TRAINING	9/05/95	840.00
GUARDI	POLICE OFFICER	FIFTH DISTRICT	11/13/95	23.00
GUTIERREZ JR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/27/96	32.00
GUZIK	POLICE OFFICER	TENTH DISTRICT	1/02/96	197.40
HAARMAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/06/96	32.00
HADJUK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/30/96	554.98
HANLEY	POLICE OFFICER	EIGHTH DISTRICT	10/03/95	210.00
HANSEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/11/95	536.04
HARRIS	POLICE OFFICER	MARINE UNIT	10/12/95	890.00
HATZIS	POLICE OFFICER	ELEVENTH DISTRICT	1/12/96	527.90
HAWTHORNE	POLICE OFFICER	FIFTEENTH DISTRICT	8/14/94	1647.00
HAYNES	POLICE OFFICER	TENTH DISTRICT	1/03/96	244.65
HAYNET	POLICE OFFICER	EIGHTH DISTRICT	1/26/96	147.00
HOLBERT	POLICE OFFICER	RECRUIT TRAINING	1/26/96	135.00
HUBER-ZOCH	POLICE OFFICER	FIFTH DISTRICT	6/19/95	467.50
IVERY	POLICE OFFICER	FIFTH DISTRICT	12/27/95	890.00
IVKOVICH	POLICE OFFICER	RECRUIT TRAINING	1/25/96	400.00
JACKSON	POLICE OFFICER	TWENTIETH DISTRICT	10/02/95	60.00
JACOBS	POLICE OFFICER	ELEVENTH DISTRICT	8/20/95	148.00
JAMES-RILEY	POLICE OFFICER	EIGHTH DISTRICT	1/26/96	147.00
JANKA	POLICE OFFICER	THIRD DISTRICT	9/10/94	67.80
JONES	POLICE OFFICER	RECRUIT TRAINING	1/24/86	950.00
KARADJIAS	POLICE OFFICER	SEVENTEENTH DISTRICT	8/07/78	391.20
KHOUHABA	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/30/88	112.00
KIMBALL	POLICE OFFICER	TWENTIETH DISTRICT	1/11/96	292.40
KING	POLICE OFFICER	SIXTH DISTRICT	10/21/95	2874.45
KROFEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/28/95	78.99
LEMANDOSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/24/95	226.93
LEWIS	POLICE OFFICER	EIGHTEENTH DISTRICT	10/29/95	67.00
LIEBERMAN	POLICE OFFICER	SEVENTH DISTRICT	1/19/96	45.00
LIGHTFORD-DRAPER	POLICE OFFICER	TWENTIETH DISTRICT	6/05/93	200.00
LYNCH-GREEN	POLICE OFFICER	FOURTH DISTRICT	3/05/94	50.00
MARAVIEGLIA	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/21/94	430.00
MARCZUK	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/11/91	56.00
	POLICE OFFICER	NINETEENTH DISTRICT	12/13/95	614.00
	POLICE OFFICER	TWELFTH DISTRICT	1/07/96	149.00
	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	9/13/95	747.00
	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/09/95	50.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/26/96

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INURED	VOUCHER TOTAL
MCDERMOTT	POLICE OFFICER	UNKNOWN	3/12/96	134.30
MCCLAIN	POLICE OFFICER	THIRTEENTH DISTRICT	12/22/95	111.50
MCMAHON	POLICE OFFICER	SEVENTH DISTRICT	12/25/95	119.00
MEDRANO	POLICE OFFICER	THIRD DISTRICT	11/21/94	136.00
MERCADO	POLICE OFFICER	UNKNOWN	9/22/94	17.97
MOORE-COLEMAN	POLICE OFFICER	FIRST DISTRICT	11/07/95	30.00
MULKERIN	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/92	265.00
MULLINS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/27/95	32.00
NEGA	POLICE OFFICER	FOURTEENTH DISTRICT	10/30/94	500.00
NEVERS	POLICE OFFICER	NINETEENTH DISTRICT	8/08/95	160.00
NOMAK	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	963.39
OCONNOR	POLICE OFFICER	FOURTH DISTRICT	11/15/95	850.00
OFFETT	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	10/04/95	330.00
PARTIDA	POLICE OFFICER	TENTH DISTRICT	12/21/95	508.72
PANLAK	POLICE OFFICER	ELEVENTH DISTRICT	12/08/95	103.00
PENTIMONE	POLICE OFFICER	PARKING ENFORCEMENT UNIT	6/16/95	234.00
PET	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/06/95	58.00
PHILLIPS	POLICE OFFICER	TWENTIETH DISTRICT	10/03/92	3527.49
PIERSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/30/95	850.00
PLUTA	POLICE OFFICER	CANINE UNIT	9/16/93	8758.71
POLLACK	POLICE OFFICER	FIRST DISTRICT	6/04/93	5.00
PONTI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/03/95	129.00
PORADZISZ	POLICE OFFICER	TENTH DISTRICT	6/14/95	301.00
RAKE	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/13/94	104.50
REDD	POLICE OFFICER	THIRD DISTRICT	12/31/95	323.20
REYNOLDS	POLICE OFFICER	FIFTH DISTRICT	10/31/95	90.00
RIESS	POLICE OFFICER	THIRD DISTRICT	12/19/95	58.00
RIVERA	POLICE OFFICER	EIGHTEENTH DISTRICT	12/27/90	65.00
ROBBINS	POLICE OFFICER	FOURTEENTH DISTRICT	2/03/95	44.25
ROBINSON	POLICE OFFICER	THIRD DISTRICT	9/10/94	2035.00
ROBINSON	POLICE OFFICER	THIRD DISTRICT	12/23/95	488.99
ROMUND	POLICE OFFICER	THIRD DISTRICT	11/19/95	11.00
ROSS	POLICE OFFICER	FIFTEENTH DISTRICT	10/31/95	62.00
RUIZ	POLICE OFFICER	SECOND DISTRICT	12/17/95	138.00
RUNYAN	POLICE OFFICER	SIXTEENTH DISTRICT	9/30/92	31.67
SANDOVAL	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	340.77
SCHERGEN-OREILLY	POLICE OFFICER	PARKING ENFORCEMENT UNIT	12/09/95	263.99
SEAROVES	POLICE OFFICER	EIGHTH DISTRICT	12/21/95	63.00
SELTZER	POLICE OFFICER	PARKING ENFORCEMENT UNIT	11/12/95	81.50
SEPAKIK	POLICE OFFICER	EIGHTEENTH DISTRICT	8/19/95	242.50
SFARCOCI	POLICE OFFICER	TWELFTH DISTRICT	8/30/95	404.00
SHEEHAN	POLICE OFFICER	FIFTEENTH DISTRICT	12/19/95	408.34
SIMIK	POLICE OFFICER	FIRST DISTRICT	9/09/95	56.00
SMITH	POLICE OFFICER	TWELFTH DISTRICT	12/31/95	144.00
SMITH	POLICE OFFICER	NINTH DISTRICT	8/21/95	460.00
SMITH	POLICE OFFICER	SIXTH DISTRICT	12/23/95	275.50
SMITH	POLICE OFFICER	TENTH DISTRICT	12/12/95	138.45
SMORON	POLICE OFFICER	UNKNOWN	12/04/95	4437.00
SNELLING	POLICE OFFICER	SEVENTH DISTRICT	12/03/95	251.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/26/96

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SPEDALE	POLICE OFFICER	FIFTEENTH DISTRICT	12/27/95	342.14
STANCZYK	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	9/10/95	41.00
STEC	POLICE OFFICER	EIGHTH DISTRICT	12/13/95	63.00
SULLINS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/22/95	233.46
SULLIVAN	POLICE OFFICER	SEVENTEENTH DISTRICT	12/01/95	409.10
SWEENEY	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/22/95	1080.00
SWIDEREK	POLICE OFFICER	FOURTEENTH DISTRICT	12/02/95	60.00
TAYLOR	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/06/95	504.00
TERRAZAS	POLICE OFFICER	FIFTH DISTRICT	12/29/95	213.00
TOMASSI	POLICE OFFICER	TENTH DISTRICT	12/19/95	461.45
TORRES	POLICE OFFICER	FOURTEENTH DISTRICT	6/17/95	150.00
TRUSZ	POLICE OFFICER	TENTH DISTRICT	12/26/95	4389.92
TUDRON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/11/85	160.00
VILLALOBOS	POLICE OFFICER	EIGHTH DISTRICT	12/21/95	90.00
WAGNER	POLICE OFFICER	SIXTEENTH DISTRICT	11/13/95	60.00
WALKER JR	POLICE OFFICER	FIRST DISTRICT	12/18/93	149.40
WALTON	POLICE OFFICER	EIGHTEENTH DISTRICT	5/07/95	449.00
WARREN	POLICE OFFICER	FOURTH DISTRICT	4/26/95	69.50
WASHINGTON	POLICE OFFICER	THIRD DISTRICT	12/30/95	481.99
WATSON-WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	2/10/95	75.00
WHITSON-MARKHAM	POLICE OFFICER	RECRUIT TRAINING	12/18/95	381.60
WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	12/01/95	358.00
WILLIAMSON	POLICE OFFICER	FIFTH DISTRICT	7/15/95	334.00
WILSON	POLICE OFFICER	SEVENTEENTH DISTRICT	8/20/95	990.00
YANCEY	POLICE OFFICER	EIGHTH DISTRICT	12/22/95	1403.19
ZAGLIFA	POLICE OFFICER	SECOND DISTRICT	7/24/90	50.00
ZLOTKOWSKI	POLICE OFFICER	EIGHTH DISTRICT	9/29/95	63.00
BAILEY	FIREFIGHTER	TRUCK 60	8/29/95	804.00
BARRY	PARAMEDIC	AMBULANCE 42	11/27/95	95.00
BEZAZIAN	FIREFIGHTER	TRUCK 21	12/28/95	612.30
BOYLE	LIEUTENANT	ENGINE COMPANY 91	12/04/95	45.00
BURNS	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	9/29/95	1319.00
CAIRO	FIREFIGHTER	ENGINE COMPANY 77	9/11/95	114.00
CLAFFORD	FIREFIGHTER	TRUCK 35	12/31/94	705.00
CLARK	PARAMEDIC	UNKNOWN	9/14/95	395.00
CROWE	LIEUTENANT	TRUCK 30	5/26/95	430.90
DIPINTO	FIREFIGHTER	TRUCK 14	12/01/95	313.09
DROBITSCH	FIREFIGHTER	UNKNOWN	12/25/95	395.04
FLAHIVE	FIREFIGHTER	ENGINE COMPANY 89	12/29/95	188.64
FRAIN	FIREFIGHTER	UNKNOWN	5/31/95	1538.00
GARDLEY	PARAMEDIC	AMBULANCE 15	12/08/91	75.00
GAUGHAN	FIREFIGHTER	UNKNOWN	12/09/95	529.64
GIBSON	FIREFIGHTER	TRUCK 58	7/15/95	6163.97
GOEPFNER	FIREFIGHTER	ENGINE COMPANY 61	9/02/95	85029.31
GRIFFIN	ENGINEER	ENGINE COMPANY 38	9/29/95	160.00
GROSH	FIREFIGHTER	TRUCK 20	7/14/95	195.40
GUTIERREZ	PARAMEDIC	UNKNOWN	12/15/95	295.59
HALLORAN	FIREFIGHTER	TRUCK 29	2/11/92	5098.00
HARTSELL	CAPTAIN	DISTRICT RELIEF 1	3/21/85	66.31

3/26/96

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/26/96

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HEINRICH	PARAMEDIC	UNKNOWN	12/28/95	821.50
HINCKS	FIREFIGHTER	ENGINE COMPANY 50	12/07/95	985.00
HOEH	PARAMEDIC	UNKNOWN	10/08/94	652.61
HOLLAND	CAPTAIN	BATTALION 24	12/24/95	350.47
HORNER	PARAMEDIC	AMBULANCE 4	5/18/95	1400.00
KALLIS	PARAMEDIC	AMBULANCE 48	4/30/95	334.00
KEIPER-KNAPP	PARAMEDIC	AMBULANCE 48	12/16/95	31.00
KRASNECK	PARAMEDIC	AMBULANCE 9	2/25/95	137.70
LITTLE	FIREFIGHTER	SQUAD 5	10/29/95	944.90
MARLOW	FIREFIGHTER	TRUCK 19	12/29/95	272.50
MCCALLUM	PARAMEDIC	UNKNOWN	10/22/95	50.00
MCMAHON	FIREFIGHTER	SQUAD 5	8/28/95	93.60
MCMAHON	FIREFIGHTER	TRUCK 41	11/30/95	70.00
MENALLY	ENGINEER	UNKNOWN	6/27/95	16312.18
MENAMARA	LIEUTENANT	ENGINE COMPANY 70	12/13/95	184.50
MUELLER	FIREFIGHTER	SQUAD 3	2/19/88	311.00
MUHAMMAD	FIREFIGHTER	ENGINE COMPANY 89	12/08/95	470.10
NASADOWSKI	PARAMEDIC	AMBULANCE 45	5/04/94	320.00
NORTON	LIEUTENANT	DISTRICT RELIEF 6	12/13/95	168.57
NORWOOD	FIREFIGHTER	ENGINE COMPANY 7	11/09/95	426.00
OCALLAGHAN	FIREFIGHTER	ENGINE COMPANY 76	8/28/95	135.00
OCALLAGHAN	FIREFIGHTER	UNKNOWN	11/27/95	203.00
PHALIN	FIREFIGHTER	UNKNOWN	12/26/95	529.50
PONTECORE	PARAMEDIC	ENGINE COMPANY 11	4/29/90	194.04
RHEINWALD	LIEUTENANT	AMBULANCE 42	4/04/94	28.36
ROCCASALVA	LIEUTENANT	TRUCK 48	4/28/95	416.50
ROKOSIK	FIREFIGHTER	ENGINE COMPANY 95	11/09/95	39.00
RONSTADT	FIREFIGHTER	TRUCK 36	8/22/95	82.00
SAMPSON	PARAMEDIC	ENGINE COMPANY 113	10/01/95	1594.00
SCHLUETER	FIREFIGHTER	UNKNOWN	4/19/95	177.00
SEMERAU-MURBACH	CAPTAIN	TRUCK 21	9/27/95	4995.52
SHUKSTOR	PARAMEDIC	ENGINE COMPANY 43	9/13/94	315.00
SINOPOLI	FIREFIGHTER	AMBULANCE 35	10/06/95	50.00
SOTO	PARAMEDIC	ENGINE COMPANY 126	9/18/83	1055.13
SPURLIN	FIREFIGHTER	AMBULANCE 15	12/14/95	370.23
SULLIVAN	FIREFIGHTER	SQUAD 1	10/14/95	141.00
SUTTON	PARAMEDIC	ENGINE COMPANY 72	11/08/95	250.00
TEMPLE	PARAMEDIC	AMBULANCE 9	7/23/91	340.00
TERNES	FIREFIGHTER	AMBULANCE 35	11/30/94	10865.15
TEUFEL	FIREFIGHTER	TRUCK 32	12/20/95	30.00
VELLER	LIEUTENANT	TRUCK 52	7/26/95	513.00
WALZ	PARAMEDIC	UNKNOWN	12/06/95	170.00
WASHINGTON	FIREFIGHTER	TRUCK 36	12/12/95	100.00
WILFERT	FIREFIGHTER	ENGINE COMPANY 117	5/08/94	106.87
WILLIAMS	PARAMEDIC	ENGINE COMPANY 35	11/27/95	45.00
WILLIAMS	FIREFIGHTER	UNKNOWN	12/23/89	190.00
WORKER	FIREFIGHTER	TRUCK 27	12/10/95	135.00
	PARAMEDIC	AMBULANCE 37	11/26/95	1430.00
	FIREFIGHTER	SQUAD 3	5/04/62	85.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/26/96

REGULAR ORDERS

*****	EMPLOYEE NAME *****	*****	RANK *****	*****	UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
YORK	JAMES	CAPTAIN		AMBULANCE	46	11/24/95	1002.00

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damages on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on pages 19092
through 19093 of this Journal.]

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

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

(Continued on page 19094)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/26/96

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BATKA	JAMES J	POLICE OFFICER	8/13/94	525.00
BLACK	CASSANDRA M	POLICE OFFICER	1/13/96	850.00
BOOSE	LINDA	POLICE OFFICER	1/13/96	1700.00
BOYD	JANET	POLICE OFFICER	1/22/96	1039.00
BROWN	SCOTT	POLICE OFFICER	1/28/96	571.00
CONCKUS	CHARLES J	POLICE OFFICER	5/07/93	1170.00
CRIVOKAPICH	DONALD	POLICE OFFICER	9/13/94	55.00
CROWLEY	JAMES	POLICE OFFICER	9/04/87	44055.59
DELIA	PHILIP C	POLICE OFFICER	1/18/96	342.45
DOBSON	GREGORY	POLICE OFFICER	1/01/96	501.00
DOBSON	GREGORY	POLICE OFFICER	1/25/96	866.50
FLAHERTY	JAMES L	POLICE OFFICER	7/12/89	878.00
FRONCZAK	JAMES	POLICE OFFICER	1/17/96	164.70
GASS	ELIZABETH A	POLICE OFFICER	1/16/96	873.22
GRANZA	GEORGE J	POLICE OFFICER	7/19/95	17536.08
HAAG	LARRY	POLICE OFFICER	12/10/94	130.00
HACKETT	PATRICK	POLICE OFFICER	1/06/96	292.80
HARRIS	BENNIE	POLICE OFFICER	4/21/95	725.00
HARRISON	CARMEN	POLICE OFFICER	1/28/96	371.80
HERNANDEZ	RICARDO	POLICE OFFICER	1/27/96	190.00
HERNANDEZ-PABON	ELBA	POLICE OFFICER	7/17/94	75.00
HITIRIS	EVANGELOS	POLICE OFFICER	1/17/96	180.90
HOOKER	WALTER	POLICE OFFICER	1/06/96	665.91
KULAK	ROBERT J	POLICE OFFICER	10/07/95	10.00
LIEDERMAN	STEVE	POLICE OFFICER	12/03/95	84.00
MANNING	MARVIN	POLICE OFFICER	6/01/92	220.00
MARKS	JEFFREY J	POLICE OFFICER	9/09/95	74.00
MCHUGH	JOHN M	POLICE OFFICER	5/21/95	64.00
MEDINA	ANITA	POLICE OFFICER	11/30/95	400.42
MILLER	VIRGIL	POLICE OFFICER	10/13/92	140.00
MINT	STEVEN W	POLICE OFFICER	4/15/95	475.00
MLADIC	RICHARD R	POLICE OFFICER	4/21/95	5624.76
MOTNY	ROBERT M	POLICE OFFICER	12/06/95	93.00
MURPHY	THOMAS J	POLICE OFFICER	8/12/95	850.00
NAUROCKI	GERARD	POLICE OFFICER	10/14/95	32.00
ODONNELL	JOHNNY	POLICE OFFICER	10/30/91	681.00
ORSA	PETER W	POLICE OFFICER	12/04/95	22.00
PARKER	DAVID J	POLICE OFFICER	12/31/95	208.00
PELLEGRINI	JOHN	POLICE OFFICER	12/22/95	98.00
PENA	MARIA C	POLICE OFFICER	11/18/95	233.00
RAEHL	LAWRENCE J	POLICE OFFICER	12/01/95	30.00
RENAULT-WERNER	JANINE	POLICE OFFICER	9/11/95	135.00
SHANAS	MARY A	POLICE OFFICER	6/29/94	85.00
SMITH	CLARADENISE	POLICE OFFICER	12/12/95	906.20
SMITH	WILLIAM R	POLICE OFFICER	11/02/95	45.00
SPECHT-CAPASSO	SANDRA	POLICE OFFICER	12/11/95	210.00
SPELICH	DAVID W	POLICE OFFICER	12/22/95	14.00
TYKES	CLEON L	POLICE OFFICER	12/16/95	130.00
		PUBLIC HOUSING DIVISION-SOUTH	11/29/95	850.00

3/26/96

REPORTS OF COMMITTEES

19093

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/26/96

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SZELAG	POLICE OFFICER	NINETEENTH DISTRICT	8/24/94	675.00
TARR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/10/95	160.00
TOLIVER	POLICE OFFICER	FIFTH DISTRICT	12/22/95	202.00
TRAFICANTI	POLICE OFFICER	EIGHTEENTH DISTRICT	12/07/95	233.00
TULLY	POLICE OFFICER	SIXTH DISTRICT	8/05/94	103.00
TUMAN	POLICE OFFICER	TENTH DISTRICT	12/29/95	112.50
TURNER	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/17/94	70.00
VALDEZ	POLICE OFFICER	FOURTH DISTRICT	9/01/95	120.00
VALDEZ	POLICE OFFICER	FOURTEENTH DISTRICT	12/10/95	512.60
WENSKUS	POLICE OFFICER	EIGHTEENTH DISTRICT	8/08/94	100.00
WHITEMAN	POLICE OFFICER	SEVENTEENTH DISTRICT	12/31/95	995.36
ZABER	POLICE OFFICER	TWELFTH DISTRICT	9/15/95	234.50
ELLITCH	FIREFIGHTER	REPAIR SHOP	4/05/95	271.02
KOZAK	FIREFIGHTER	ENGINE COMPANY 69	7/16/95	1030.00
KUKNYO	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	317.34
LUNZ	PARAMEDIC	AMBULANCE 18	5/29/94	80.00

(Continued from page 19091)

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicle.

*Department Of General Services/Commissioner's Office:
Account Number 100-99-1005-0934-0934.*

Name And Address	Date And Location	Amount
Alan Matson and GEICO Insurance Company One GEICO Center Macon, Georgia 31296	9/24/94 3247 North Kedzie Avenue	\$1,475.00 25.00*

Personal Damage.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
International Sound Corporation Orleans Plaza 414 North Orleans Street Chicago, Illinois 60610	7/14/95 Police evidence room	\$327.00

Damage To Vehicle.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Marion E. Howard 8141 South Yale Avenue Chicago, Illinois 60620	7/9/95 2330 West 71st Street	\$ 331.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Mary Kaluput and Hallberg Direct Insurance Company 111 South Washington Street Park Ridge, Illinois 60068	9/6/94 West 63rd Place and South Springfield Avenue	\$1,157.00 25.00*
Sulejman Nadzaku 156 Lance Drive Des Plaines, Illinois 60016	7/2/95 3455 West Irving Park Road	270.00 185.00*
Elizabeth Portillo 2745 South Highland Avenue Berwyn, Illinois 60402	2/17/95 2657 West Cermak Road	139.00 75.00*
Rita Rodriguez Number 55064 3608 West Wrightwood Avenue Chicago, Illinois 60647	2/11/95 West Armitage Avenue and North Central Park Avenue	593.00 100.00*
Joseph Smith 7935 South Morgan Street Chicago, Illinois 60620	7/10/94 7935 South Morgan Street	992.00 125.00*
Richard Zilinsky 5101 South Melvina Avenue Chicago, Illinois 60638	5/5/95 2547 West 55th Street	1,042.00

Damage To Vehicle.

*Department Of Public Works/Administration Division:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
David S. Blum and Federal Kemper Insurance Company P.O. Box 1480 Decatur, Illinois 62525	3/19/92 Under Kennedy Expressway	\$327.00

* 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
David J. Doggett 163 West Division Street Chicago, Illinois 60610	11/20/95 1145 North Crosby Street	\$827.00
Mildred T. Richardson 10342 South Church Street Chicago, Illinois 60643	3/3/94 10300 South Vincennes Avenue	765.00

Personal Damage.

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

Name And Address	Date And Location	Amount
Mary Panasiewicz 10642 South Calhoun Avenue Chicago, Illinois 60617	7/10/95 10642 South Calhoun Avenue (alleyway)	\$157.00

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
Ernesto Antonio and Prudential Insurance Company P.O. Box 957 Horsham, Pennsylvania 19044	9/24/93 1534 West Ardmore Avenue	\$881.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Mary A. Alexander 16820 Woodlawn East South Holland, Illinois 60473	11/4/94 1800 East 95th Street	\$155.00
Richard Francis Athey Apartment 8B 1440 North State Parkway Chicago, Illinois 60610	1/24/95 West North Avenue and North Fremont Street	85.00
David Avery 10832 South Green Street Chicago, Illinois 60643	12/7/94 315 West 95th Street	300.00
Wasfi J. Azar 14021 South Greenbay Burnham, Illinois 60633	2/24/95 130 South Brainard Avenue	660.00
Jeffery A. Bagley 5148 South Laverne Avenue Chicago, Illinois 60638	11/10/94 2245 South Loomis Street	88.00 50.00*
Sophia Bisbis 1426 West Highland Avenue Chicago, Illinois 60660	2/2/95 948 North Orleans Street	510.00
Peggy Jean Carr 10766 South Champlain Avenue Chicago, Illinois 60628	9/5/94 East 105th and South Michigan Avenue	237.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Lee Edward Wren 6955 South East End Avenue Chicago, Illinois 60649	12/9/94 7000 South Cornell Avenue	\$ 114.00*
Beverly Shepard 354 West Normal Parkway Chicago, Illinois 60621	1/20/95 West 71st Street and South Stewart Avenue	159.00*
Suzanne M. McGinnis 26641 South 80th Avenue Moneego, Illinois 60449	5/4/95 West Taylor Street as entering Interstate 94	76.49*
Margaret Kosirog Apartment C4 2523 North Lincoln Avenue Chicago, Illinois 60614	3/7/95 2700 North Lehmann Court	45.00*
Barry Chatz Apartment 2105 2500 North Lakeview Avenue Chicago, Illinois 60614	6/14/93 7000 North Ridge Avenue	117.00*
Jane M. Horberg 3741 North Lakewood Avenue Chicago, Illinois 60613	1/23/95 2517 North Ashland Avenue	114.00*
Bernice E. Dozier-Lowe 210 East 83rd Street Chicago, Illinois 60619	12/7/94 200 East 83rd Street	45.00
Helen Dyer 6129 South Kostner Avenue Chicago, Illinois 60629	2/26/95 4202 West 63rd Street	173.00
Lisa S. Eilers Unit 1110 2300 North Lincoln Park West Chicago, Illinois 60614	11/2/95 2400 North Elston Avenue	248.00

* City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Dennis W. Engler 2825 West Coyle Avenue Chicago, Illinois 60645	1/18/95 1907 North Austin Boulevard	\$ 379.00
Vincent Esposito 1254B South Federal Street Chicago, Illinois 60605	1/10/94 806 West 103rd Street	228.00
Janet Marie Farano 11256 Nashville Avenue Worth, Illinois 60482	2/20/92 2200 South Ashland Avenue	259.00
Elita Fine 4521 Concord Lane Skokie, Illinois 60076	2/22/94 6049 North Sheridan Road	49.25 18.75*
John P. Finn 3624 West 64th Place Chicago, Illinois 60629	11/1/94 West 64th and South Hamlin Avenue	100.00
Onshelle J. Foreman Unit 208 5143 South Kenwood Avenue Chicago, Illinois 60615	10/14/94 During relocation	556.00
Anthony Geroulis 6556 North Christiana Avenue Lincolnwood, Illinois 60045	10/7/94 West Howard Street and North Western Avenue	695.00
Yvetta Gibson 6806 South Union Avenue Chicago, Illinois 60621	1/26/93 North Western Avenue and West Belden Avenue	165.00

* City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Soila Guzman and State Farm Insurance Company 955 West 175th Street Homewood, Illinois 60430	7/15/94 9500 South Commercial Avenue	\$ 595.00
Billy R. Harris 15360 South Drexel Avenue South Holland, Illinois 60473	1/7/95 6811 South Stony Island Avenue	351.00 100.00*
Annie E. Holmes 1755 North Nagle Avenue Chicago, Illinois 60635	10/14/94 1142 North Massasoit Avenue	478.50
Janie Jones 14414 South Kimbark Avenue Dolton, Illinois 60419	4/14/94 6300 South State Street	1.00 135.00*
Gail Morton Kahn 1352 North Sutton Place Chicago, Illinois 60610	10/25/95 Schiller Street and North State Street	100.00
Daniel C. Kiebles 4748 South Marshfield Avenue Chicago, Illinois 60609	4/1/95 932 West 47th Street	40.00
Bart Lane Lawson Unit 3E 767 Lippert Lane Glendale Heights, Illinois 60139	2/3/95 100 East Wacker Drive	281.00 25.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Deborah D. Lugwig Unit GBE 617 West Drummond Place Chicago, Illinois 60614	11/10/94 2259 North Lincoln Avenue	\$ 175.00
Michael Magliane Apartment 1009 5415 North Sheridan Road Chicago, Illinois 60640	1/12/94 6070 North Lincoln Avenue	218.00
Katherine Mallin 1915 West Henderson Street Chicago, Illinois 60657	10/14/94 800 North Halsted Street	61.00
Christie L. Martinez 5243 South Meade Avenue Chicago, Illinois 60638	1/11/95 4002 West Marquette Road	141.00
Roland B. McJunkins Apartment 439 500 Park Avenue Calumet City, Illinois 60409	2/27/95 10102 South Halsted Street	199.00
Lora C. McLaurine 422 East 91st Place Chicago, Illinois 60619	3/11/95 1000 East 111th Street/ South Doty Avenue and East Corliss Avenue	84.00
Marshall W. Miles Unit 24W 446 Burlington Avenue Naperville, Illinois 60540	2/12/95 5240 West 55th Street	106.75
Stanley Ogrodny 4308 South Kedvale Avenue Chicago, Illinois 60632	1/30/95 4750 South Kedzie Avenue	125.00 150.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Mark Olszeski 4246 West Wellington Avenue Chicago, Illinois 60641	6/10/94 5327 North Mulligan Avenue	\$ 410.00
Susan R. Orden 5715 South Kenwood Avenue Chicago, Illinois 60637	1/24/95 1230 East 57th Street	148.44
Jennifer Ouimet Apartment 2E 914 West Oakdale Avenue Chicago, Illinois 60657	9/25/94 North Greenview Avenue and North Clybourn Avenue	270.00
David J. Paulatos Apartment 3 1422 West Belmont Avenue Chicago, Illinois 60657	1/29/95 2403 North Ashland Avenue	143.00
Darlene M. Perez 4448 South California Avenue Chicago, Illinois 60632	1/28/95 4730 South Kedzie Avenue	97.91
Rogers Price 2234 South 17th Avenue Broadview, Illinois 60153	11/16/94 1101 North Lavergne Avenue	1,025.00
Maria A. Ramirez and State Farm Insurance Company Attention: Chris Lawson 7230 North Caldwell Niles, Illinois 60714	12/23/93 6519 West Grand Avenue	1,278.00
Thelma L. Ratcliff 4943 West Thomas Street Chicago, Illinois 60651	1/25/95 4900 South Ashland Avenue	304.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Records Management Service, Inc. and Northbrook Insurance Company P.O. Box 12025 Roanoke, Virginia 24022	11/5/93 3300 South Wood Street	\$ 810.00 690.00*
Braulio Rivera 1342 North Claremont Avenue Chicago, Illinois 60622	2/28/95 5258 West Grand Avenue	510.00
Juan E. Rodriguez 3734 West Hayford Street Chicago, Illinois 60652	1/29/95 4800 South Kedzie Avenue	100.00
John Sassand, Sr. 259 South Barron Street Bensenville, Illinois 60106	11/9/94 South Racine Avenue and Eisenhower Expressway off ramp	70.48
John E. Schlegel 6570 North Hiawatha Avenue Chicago, Illinois 60646	2/7/95 4040 West Chicago Avenue	42.34
John R. Schleiter 781 Stuart Avenue Elmhurst, Illinois 60126	2/16/95 1000 West Congress Parkway	147.00
Mary Ann Schroedl 5043 West Grace Street Chicago, Illinois 60641	1/23/95 2300 North Austin Avenue	90.00
Ernest Siegel 1207 North Northbrook Road Wilmette, Illinois 60091	1/24/95 1500 West Fulton Street	360.00 30.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Robert H. Skowronski 5811 West Wilson Avenue Chicago, Illinois 60630	12/20/94 5645 West Wilson Avenue	\$ 192.00 25.00*
Rita Smith Apartment 2F 1059 West Foster Avenue Chicago, Illinois 60640	12/8/94 4800 North Broadway	60.00
Edward Spencer Apartment 7B 5832 South Stony Island Avenue Chicago, Illinois 60637	11/17/94 700 North Halsted Street	119.00
Todd Bayne Stanton 2123 North Sheffield Avenue Chicago, Illinois 60614	10/22/94 1015 West Armitage Avenue	150.00 75.00*
Terrance Stefanski 5551 South Austin Avenue Chicago, Illinois 60638	11/8/94 700 South Pulaski Road	84.00
Lloyd Stein 8901 Little Elm Bend Skokie, Illinois 60076	1/26/95 400 West Willow Street	202.00
Perry A. Susral 810 South Washington Park Ridge, Illinois 60058	2/17/95 1200 North Sacramento Avenue	111.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Maria Taneff Unit 608 155 North Harbor Drive Chicago, Illinois 60601	9/20/94 1400 North Austin Avenue	\$ 95.00 50.00*
Cheryl A. Turchi Unit 604 1445 North State Parkway Chicago, Illinois 60610	2/1/95 948 North Orleans Street	333.00
Jerzy Ucinski 2342 West Augusta Boulevard Chicago, Illinois 60622	1/22/95 3200 West Belmont Avenue	177.00
Loesken Vanderpoel and State Farm Insurance Company 524 West Diversey Parkway Chicago, Illinois 60614	1/26/95 North Michigan Avenue and East Randolph Street	1,142.00
Elizabeth Vicens-Musa 3611 West Wrightwood Avenue Chicago, Illinois 60647	1/18/95 5055 West Fullerton Avenue	69.00
Minnie L. Walton 12214 South Wentworth Avenue Chicago, Illinois 60628	1/10/95 7909 South State Street	547.00
Barbara J. Werner 3630 South Hoyne Avenue Chicago, Illinois 60609	1/30/95 4816 South Kedzie Avenue	117.00
Ronald D. Zivin 2729 West Greenleaf Avenue Chicago, Illinois 60645	10/4/94 3730 North Lake Shore Drive	281.00

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Transportation/Bureau Of Bridges:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Scott Curtin and State Farm Insurance Company Suite S 4220 West 95th Street Oak Lawn, Illinois 60453	6/1/95 200 Kedzie Avenue	\$1,483.00
Catherine Dudlo 2425 North Windsor Drive Arlington Heights, Illinois 60004	12/22/93 3411 North Milwaukee Avenue	197.00

Damage To Property.

*Department Of Water/Bureau Of Water Distribution:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Patricia Ann Kozubowski 6623 South Kenneth Avenue Chicago, Illinois 60629	2/15/96 6623 South Kenneth Avenue	\$2,295.00
The Peoples Gas Light and Coke Company File 90-0-114 19th Floor 130 East Randolph Street Chicago, Illinois 60601	2/20/90 2014 West Coulter Street	770.00
The Peoples Gas Light and Coke Company File 95-0-863 19th Floor 130 East Randolph Street Chicago, Illinois 60601	11/13/95 924 North Laramie Avenue	251.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-826 19th Floor 130 East Randolph Street Chicago, Illinois 60601	10/4/95 852 North Lawler Avenue	\$1,370.00
The Peoples Gas Light and Coke Company File 95-0-674 19th Floor 130 East Randolph Street Chicago, Illinois 60601	8/21/95 2512 South Blue Island Avenue	1,089.00
The Peoples Gas Light and Coke Company File 95-0-794 19th Floor 130 East Randolph Street Chicago, Illinois 60601	8/21/95 4830 West Superior Street	199.00
The Peoples Gas Light and Coke Company File 95-0-836 19th Floor 130 East Randolph Street Chicago, Illinois 60601	8/21/95 4446 West Wilcox Street	309.00
The Peoples Gas Light and Coke Company File 95-0-789 19th Floor 130 East Randolph Street Chicago, Illinois 60601	10/2/95 3322 West 61st Street	213.00
The Peoples Gas Light and Coke Company File 95-0-799 19th Floor 130 East Randolph Street Chicago, Illinois 60601	10/5/95 4846 West Polk Street	605.00

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Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-896 19th Floor 130 East Randolph Street Chicago, Illinois 60601	9/6/95 4233 South Vincennes Avenue	\$ 473.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Lisa Gaynor 1840 North 74th Avenue Elmwood Park, Illinois 60635	9/25/94 4300 North Narragansett Avenue	\$579.00

Damage To Vehicle.

*Fire Department:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Janet Rae Henning Apartment GW 9233 Jill Lane Schiller Park, Illinois 60176	2/17/95 West Irving Park Road and North Ozanam Avenue	\$830.00 100.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Beatrice Woods and Allstate Insurance Company Suite 400 8745 West Higgins Road Chicago, Illinois 60631	8/30/95 South Wabash Avenue and East Van Buren Street	\$ 662.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Electricity:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Michael L. Boos 3353 East 136th Street Chicago, Illinois 60633	9/5/95 10300 North Torrence Avenue	\$170.00
Daniel Donohue and Liberty Mutual Insurance Suite 300 5000 Tilghman Street Allentown, Pennsylvania 18104	12/20/94 3601 West Peterson Avenue (alley)	400.00 165.00*
Bogunmila Ilukhin Apartment 2S 8524 West Catherine Avenue Chicago, Illinois 60656	7/24/95 3930 North Cicero Avenue	201.00
John Jacob 615 West Chicago Avenue Hinsdale, Illinois 60521	8/4/95 2401 South Ashland Avenue	1,500.00
Ella L. Melton and Interstate Bankers Casualty Company Suite 710 8501 West Higgins Road Chicago, Illinois 60631	5/8/95 2100 North Damen Avenue	640.00

* To City of Chicago, Bureau of Parking

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Name And Address	Date And Location	Amount
Felix Rivera 2733 West Division Street Chicago, Illinois 60622	11/15/95 2401 South Ashland Avenue	\$ 822.00
Erik Still 222 North Mason Avenue Chicago, Illinois 60644	7/6/95 212 North Mason Avenue	1,170.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Veenu Aulakh 6985 Buckley Court Canton, Missouri 48187	1/15/95 During towing	\$ 551.00 30.00*
Martin Bernal Apartment 6 2238 West Wilson Avenue Chicago, Illinois 60625	12/12/94 During towing	1,500.00
Loretta Bevilacqua 3605 North Oconto Avenue Chicago, Illinois 60634	4/4/94 During towing	337.00
Lawrence Broughton 926 South Taylor Avenue Oak Park, Illinois 60304	9/15/94 During towing	362.00 270.00*
Brian C. Cho 809 Bonnie Brae Court Bolingbrook, Illinois 60440	1/6/95 During towing	405.00

* City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Stanley R. Cain 909 East 85th Street Chicago, Illinois 60619	8/12/94 During towing	\$ 513.00*
Rosa Cotton 1502 North Lockwood Avenue Chicago, Illinois 60651	2/16/95 During towing	578.00 30.00*
Catherine Faedtke 2434 West Thorndale Avenue Chicago, Illinois 60659	3/4/95 During towing	70.00 170.00*
Arthur Gomez P.O. Box 1075 Harvey, Illinois 60426	2/1/95 During towing	302.00 200.00*
Joseph Gulik 4021 Osceola Norridge, Illinois 60634	1/25/95 During towing	321.00
Frank Guzzardi 745 Parkview Circle Elk Grove Village, Illinois 60007	8/27/94 During towing	1,450.00 50.00*
Michael P. Histon 1243 West Altgeld Street Chicago, Illinois 60614	1/3/95 During towing	589.00
Dwain Jerantowski P.O. Box 191 Aroma Park, Illinois 60910	2/21/95 During towing	1,108.50 12.50*
Colleen Johnson-Cremin Apartment 1 1926 West Wilson Avenue Chicago, Illinois 60640	12/15/94 During towing	371.00 25.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Albert Kelly and Allstate Insurance Company Suite 400 8745 West Higgins Road Chicago, Illinois 60631	12/3/94 During towing	\$1,275.00 125.00*
Anne Catherine Kennedy Apartment C-22 9732 South Troy Street Evergreen Park, Illinois 60642	11/1/94 During towing	749.00
Peggy Kirkeng Apartment 2R 2445 North Clybourn Avenue Chicago, Illinois 60614	1/6/95 During towing	83.00
Julia K. Klaczak 441 Winsor Drive Antioch, Illinois 60002	1/8/95 During towing	100.00 120.00*
Dirk Robert Krueger 15361 Betty Ann Lane Oak Forest, Illinois 60452	11/21/94 During towing	890.00 60.00*
Natalia M. Litchinitser Apartment 306 732 West Bittersweet Place Chicago, Illinois 60613	12/30/94 During towing	325.00 60.00*
Jason R. Lockbaum Unit 565W 25030 Verta Vista Drive Waukesha, Wisconsin 53186	2/17/95 During towing	75.00 50.00*
Mitchell T. Louis Apartment 1 1550 North Hudson Avenue Chicago, Illinois 60610	9/1/94 During towing	1,380.00 120.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Thomas Maude 1923 North Elston Avenue Chicago, Illinois 60622	1/8/95 During towing	\$1,420.00 80.00*
Eleanor Minnich and Hanover Insurance Company 333 West Pierce Road Itasca, Illinois 60143	8/27/94 During towing	670.00
John A. Moawad 4 Norman Court Burr Ridge, Illinois 60521	1/15/95 During towing	206.00
Patricia D. Neyman 1409 Wilder Street Evanston, Illinois 60202	2/17/95 During towing	270.00
Anthony Nowinski, Jr. 1803 North 75th Court Elmwood Park, Illinois 60635	3/13/94 During towing	1,146.00
Annette Maria Pacheco 1538 Euclid Avenue Chicago Heights, Illinois 60411	5/30/94 During towing	1,400.00 100.00*
John Casde Plase Apartment 102 3333 West Madison Street Chicago, Illinois 60624	3/21/95 During towing	867.00
Mary Doody Riff 2350 North Lincoln Park West Chicago, Illinois 60614	2/11/95 During towing	95.00
Lucille Robinson Apartment 2-B 8945 South Cottage Grove Avenue Chicago, Illinois 60619	12/17/94 During towing	245.00 110.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Kenneth J. Rook Unit 104 907 West Argyle Street Chicago, Illinois 60640	12/6/94 During towing	\$ 413.00
David G. Rothstein Unit 1206 422 West Melrose Street Chicago, Illinois 60657	11/4/94 During towing	129.00 220.00*
Eva Rubinowicz 3700 Capri Court Glenview, Illinois 60025	5/31/94 During towing	406.00
Yvonne M. Skinner 9343 South May Street Chicago, Illinois 60620	2/5/95 During towing	882.00
Jeanne Smith Apartment 1703 14 West Elm Street Chicago, Illinois 60610	12/11/94 During towing	249.00
Daniel Louis Smolensky Apartment 1519 600 West Diversey Parkway Chicago, Illinois 60614	1/22/95 During towing	183.00 50.00*
Chris Stebbings 269 Church Street Guilford, Connecticut 06437	7/24/94 During towing	803.00 25.00*
Raymond J. Stopka 2410 North Lorel Avenue Chicago, Illinois 60639	1/27/95 During towing	449.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Kelly Custer Todar 5210 South Kenwood Avenue Chicago, Illinois 60615	12/10/94 During towing	\$ 200.00
George Vassos 8335 North Lawndale Avenue Skokie, Illinois 60076	10/17/94 During towing	\$215.25 858.75*
Richard and Renee Vogt 44 East Washington Boulevard Lombard, Illinois 60148	1/14/95 During towing	253.00
Jamie Ray Wheeler Unit 1811 3600 North Lake Shore Drive Chicago, Illinois 60613	1/15/95 During towing	395.00
Wai Chi Wong Flat 4C 15 Broadcast Drive Lung Cheung Court Kowloon, Hong Kong 00 00000	2/13/95 During towing	547.00
Lisa Ann Yeargan Unit 3K 312 North May Street Chicago, Illinois 60607	1/12/95 During towing	239.00

* To City of Chicago, Bureau of Parking

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Forestry:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Ronald Dye 5734 South Union Avenue Chicago, Illinois 60621	11/10/95 5730 South Union Avenue	\$ 28.75 111.25*
Andres Luna 3932 North Albany Avenue Chicago, Illinois 60618	12/20/94 3932 North Albany Avenue	80.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Forestry:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Ramon Crespo 2605 North Narragansett Avenue Chicago, Illinois 60639	2/3/95 North Mason Avenue and West Shubert Avenue	\$ 147.50 102.50*
Deborah S. Feeley 10430 South Spaulding Avenue Chicago, Illinois 60655	7/15/95 10429 South Spaulding Avenue	1,380.00 120.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Susie Gaddis 2034 North Humboldt Boulevard Chicago, Illinois 60647	9/29/95 2034 North Humboldt Boulevard	\$ 708.00 55.00*
Coralee Montes and Interstate Bankers Casualty Suite 710 8501 West Higgins Road Chicago, Illinois 60631	8/10/95 1417 North Campbell Avenue	768.00
Marcia A. Roberts 18739 Royal Road Homewood, Illinois 60430	5/1/95 East 93rd and South Stony Island Avenue	248.00

Damage To Property.

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

Name And Address	Date And Location	Amount
Martin Irwin Girard Apartment 305 4631 North Paulina Street Chicago, Illinois 60640	1/11/96 5500 North Clark Street	\$ 7.95
Ralph Perfetto and Allstate Insurance Company P.O. Box 21169 Roanoke, Virginia 24018	1/22/94 5101 South Long Avenue	160.00

* To City of Chicago, Bureau of Parking

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
Sol J. Abramson and Worldwide Insurance/Capital Enter P.O. Box 14510 St. Louis, Missouri 63178	3/3/94 1750 South Damen Avenue	\$ 528.00 75.00*
Samuel Burns 852 Mt. Vernon Lake Forest, Illinois 60045	11/20/94 1420 Lake Shore Drive	487.00 30.00*
Marquerita Chatman 730 North Throop Street Chicago, Illinois 60622	11/29/94 During relocation	1,030.00 470.00*
Consolidated Rail Corporation Attention: James Dobrosky, Claims Suite 304 1000 Howard Boulevard Mt. Laurel, New Jersey 08054	2/7/94 East 134th Street and South Avenue O	1,500.00
Coring Corvette and Farmers Insurance Group of Company 2325 Hicks Road Rolling Meadows, Illinois 60008	3/8/94 Interstate 57 and East 119th Street	1,500.00
Judith Curran and State Farm Insurance Company Attention: Subrogation Department Suite 680 9801 West Higgins Road Rosemont, Illinois 60018	2/28/94 Narragansett Avenue and _____	866.00 100.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Jenny Diaz 3652 North Linder Avenue Chicago, Illinois 60641	1/2/95 5050 North Western Avenue	\$1,052.00 50.00*
T. L. Garvin 6039 South Laflin Street Chicago, Illinois 60636	1/7/95 1313 West 74th Street	1,450.00 50.00*
Raymond Grzymek 6629 West 63rd Street Chicago, Illinois 60638	3/17/95 3559 South Maplewood Avenue	746.00
Steve Karapournos 6418 North Albany Avenue Chicago, Illinois 60645	11/1/94 West Bryn Mawr Avenue at Northeastern University exit	870.00
Thomas Landis 8602 South Laflin Street Chicago, Illinois 60620	12/14/93 8200 South Racine Avenue	615.00 275.00*
Maria M. Lopez 7308 Baybury Downers Grove, Illinois 60516	11/11/94 2659 North Milwaukee Avenue	455.00
Ronald Marich 9827 South Bell Avenue Chicago, Illinois 60643	10/26/94 Kennedy Expressway and West Armitage Avenue	1,129.00
Robert J. Ruiz and United Services Auto Association 3425 North Halsted Street Chicago, Illinois 60657	6/24/93 West 87th Street and South California Avenue	1,240.75
Eugene Ryan Apartment 10 6812 Joliet Road Indian Head Park, Illinois 60525	11/8/94 Interstate 55 near South California Avenue	190.00

* To City of Chicago, Bureau of Parking

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Name And Address	Date And Location	Amount
Wenceslao Sanchez Apartment 2C 1641 West North Shore Avenue Chicago, Illinois 60626	12/23/94 6340 North Clark Street	\$ 354.00
Barbara Anne Swanson 39 Plum Creek Drive Schererville, Indiana 46375	2/6/95 West 35th Street and Dan Ryan Expressway	711.00 100.00*

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
Marilyn Bean 7628 South Clyde Avenue Chicago, Illinois 60649	3/6/94 Police auto pound	\$1,310.00 190.00*
Ricky Joseph Montgomery 1831 Perrysville Road Danville, Illinois 61832	11/28/94 Police Auto Pound Number 6	62.00 655.00*
DeMayne J. Murphy Apartment 2 6702 North Campbell Avenue Chicago, Illinois 60645	3/4/95 Police auto pound	359.00
Annie Laurie Smith Apartment 7 2849 178th Place Hammond, Indiana 46323	5/5/94 Police auto pound	699.00 425.00*

* To City of Chicago, Bureau of Parking

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant, on account of underground leaks and to charge same to Account Number 200.87.2015.0952.0952:

Name And Address	Location	Amount
S.H. Bell Company 10218 South Avenue O Chicago, Illinois 60617	10200 South Avenue O 12/1/94 to 7/1/95	\$400.00

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN
SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account No. 314-99-2005-9148-0938:

[List of claimants printed on pages 19124
through 19153 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR
CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

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.

(Continued on page 19154)

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ABRAHAM, ROBERT A.	19-27-401-038-1084	13 OLIVO	50.00
ABRAMS, BERTHA L.	13-12-220-036-0000	40 O'CONNOR	50.00
ABRAMS, DOROTHY K.	13-12-213-004-0000	40 O'CONNOR	50.00
ABRAMS, EDITH LEVY	17-03-207-068-1166	42 NATARUS	50.00
ABRONOWITZ, FLORENCE	14-06-214-017-0000	40 O'CONNOR	50.00
ACEBO, RICHARD C.	12-24-424-037-1002	36 BANKS	50.00
ADAMS, JAMES	13-16-116-030-1006	45 LEVAR	50.00
ADAMS, JULIUS	17-10-200-068-1157	42 NATARUS	50.00
ADAMS, POLLY H.	21-30-108-029-0000	07 BEAVERS	50.00
ADAMS, RICHARD	25-11-300-030-0000	08 DIXON	50.00
ADRIAN, CATHERINE P.	13-16-114-045-1020	45 LEVAR	50.00
AGMON, GERTRUDE K.	14-06-214-017-0000	40 O'CONNOR	50.00
AGNES, MARTHA	12-25-204-056-1006	36 BANKS	50.00
AGUIRRE, MIGUEL	14-06-218-014-1040	40 O'CONNOR	50.00
ALBERTI, ANGELINE	13-30-100-026-1001	36 BANKS	50.00
ALEKNO, HELEN E.	17-10-400-012-1921	42 NATARUS	50.00
ALEXANDER, MELUINA	25-11-300-020-0000	08 DIXON	50.00
ALKEN, MARIE	13-09-328-058-1028	45 LEVAR	50.00
ALLEN JR, THOMAS	14-06-218-014-1052	40 O'CONNOR	50.00
ALLMAN, ESTHER A.	11-32-111-009-0000	49 MOORE	50.00
ALLRED, ANGELA T.	17-10-122-022-1457	42 NATARUS	50.00
ALTBACH, MILTON	17-03-111-009-1030	42 NATARUS	50.00
AMACOST, NICHOLAS	13-12-214-043-0000	40 O'CONNOR	50.00
ANDERSON, DORIS T.	17-03-208-007-0000	42 NATARUS	50.00
ANSELL, THEODORE	14-06-118-030-0000	40 O'CONNOR	50.00
APPA, ALBERT J.	12-14-112-025-1145	36 BANKS	50.00
APPA, THERESE	12-14-112-025-1151	36 BANKS	50.00
APPLEBAUM, SARAH	14-05-203-011-1011	49 MOORE	50.00
AREDA, MARY	13-19-404-087-1003	38 ALLEN	50.00
ARKES, PAULINE	10-25-328-008-1045	50 STONE	50.00
ARLIN, ROSE	11-31-301-037-0000	50 STONE	50.00
ARON, FRED	14-06-218-014-1049	40 O'CONNOR	50.00
ARONKIEWICZ, GUNA I.	13-15-411-025-1023	30 WOJCIK	50.00
ARONSON, BLANCHE E.	17-03-227-022-1158	42 NATARUS	50.00
ARONSON, SYLVIA	14-05-203-011-1235	49 MOORE	50.00
ARREDONDO, GRACE	13-15-411-027-1023	30 WOJCIK	50.00
ATKINSON, FLORENCE M.	21-30-114-029-1080	07 BEAVERS	50.00
ATLAS, JOHN	13-01-122-036-1012	50 STONE	50.00
AUGUSTIN, DOROTHY K.	13-18-409-034-1047	38 ALLEN	50.00
AUGUSTINE, BERNICE	13-15-410-032-1002	30 WOJCIK	50.00
AXELROD, SIDNEY H.	17-03-214-014-1002	42 NATARUS	50.00
BACHAR, JOHN	13-09-317-029-1004	45 LEVAR	50.00
BACHARA, GENEVIEVE	13-09-328-058-1011	45 LEVAR	50.00
BACK, CATHERINE	13-16-115-042-1004	45 LEVAR	50.00
BAILEY, THOMAS	11-32-109-011-0000	49 MOORE	50.00
BAIN, ELAINE M.	13-12-224-026-0000	40 O'CONNOR	50.00
BAKIEROWSKA, KAZIMIERA	13-08-430-080-1034	45 LEVAR	50.00
BALTER, ETHER	13-12-114-061-1003	40 O'CONNOR	50.00
BANAS, JOSEPH J. & STELLA V.	13-18-410-033-1025	38 ALLEN	50.00
BANKER, MARIAN & PAUL	17-03-221-004-0000	42 NATARUS	50.00
BARACANI, AUGUST	14-05-202-019-1045	49 MOORE	50.00

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 COMMITTEE ON FINANCE
 SMALL CLAIMS, CITY OF CHICAGO
 SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
BARASA, LAURENCE J.	17-03-201-063-0000	42 NATARUS	50.00
BARNETT, JOYCE L.	13-11-200-040-1017	39 LAURINO	50.00
BARNETT, VERONICA	17-10-200-065-1273	42 NATARUS	50.00
BARDH, FRED	14-06-213-014-0000	40 D'CONDR	50.00
BARR, LAWRENCE	13-03-403-062-0000	39 LAURINO	50.00
BARRY, JEANNE M.	17-16-419-004-1999	02 HAITHCOCK	50.00
BARTZ, GENEVIEVE M.	13-09-328-062-1013	45 LEVAR	50.00
BASHIK, ELEANORE J.	13-24-402-024-0000	47 SCHULTER	50.00
BASSE, JACK	14-06-120-005-1244	40 D'CONDR	50.00
BAUMET, HAROLD	13-16-113-032-1015	45 LEVAR	50.00
BAUNCARTNER, CHARLOTTE	13-09-328-062-1009	45 LEVAR	50.00
BEATTY, VIRGINIA	13-08-425-157-1004	45 LEVAR	50.00
BECKER, ALICE L.	17-10-122-022-1105	42 NATARUS	50.00
BECKER, MILDRED	13-15-411-031-1003	30 WOJCIK	50.00
BEGGEROW, LYNNEA	13-08-430-080-1028	45 LEVAR	50.00
BEHR, DORIS S.	17-10-202-063-1039	42 NATARUS	50.00
BEICHERT, LOIS G.	13-18-409-033-1004	38 ALLEN	50.00
BEITZ, ARTHUR R.	13-15-411-025-1018	30 WOJCIK	50.00
BELCASTRO, ANNA R.	17-02-222-018-0000	42 NATARUS	50.00
BELLEZZO, JOHN R.	13-09-322-043-1003	45 LEVAR	50.00
BELLINO, FILomenA	12-14-101-053-1007	36 BANKS	50.00
BELLONS, MARY	17-03-202-061-1021	42 NATARUS	50.00
BENNETT, ANDREW E.	13-11-420-040-1001	39 LAURINO	50.00
BENSON, RUTH	13-18-411-005-1040	38 ALLEN	50.00
BENVENISTE, JACK	10-25-427-022-0000	50 STONE	50.00
BERG, RAYMOND	13-12-210-047-0000	40 D'CONDR	50.00
BERGER, ALBERT	13-12-114-046-0000	40 D'CONDR	50.00
BERGER, CAROL C.	13-15-410-032-1009	30 WOJCIK	50.00
BERGER, LOUISE	14-06-212-006-0000	40 D'CONDR	50.00
BERGERE, JEAN	17-03-220-020-1525	42 NATARUS	50.00
BERKOWITZ, IRVING	11-29-308-020-1003	49 MOORE	50.00
BERKS, FAE	14-05-203-011-1087	49 MOORE	50.00
BERMAN, GERTRUDE T.	13-20-109-045-1006	38 ALLEN	50.00
BERMAN, JEANETTE	13-01-118-042-1001	50 STONE	50.00
BERNIK, JOSEPH	17-03-221-004-0000	42 NATARUS	50.00
BERNINGER, FRANK R.	13-24-402-024-0000	47 SCHULTER	50.00
BESSER, MARGARET	13-12-210-060-1002	40 D'CONDR	50.00
BIEGANSKI, BERNYCE R.	17-16-419-004-1186	02 HAITHCOCK	50.00
BIELEWICZ, BERNICE M.	17-10-401-005-1060	42 NATARUS	50.00
BIERMAN, JULIUS	10-25-325-008-1029	50 STONE	50.00
BILANSKI, JOSEPHINE	13-16-117-042-1020	45 LEVAR	50.00
BILLINGS, ARTHUR A.	17-10-200-068-1275	42 NATARUS	50.00
BILLINGS, RITA C.	17-03-227-022-1033	42 NATARUS	50.00
BILSKY, MOSES	17-10-200-068-1146	42 NATARUS	50.00
BIOFF, FRANCES	17-04-207-086-1242	42 NATARUS	50.00
BIRKHOLZ, LILLIAN V.	17-10-400-012-1919	42 NATARUS	50.00
BISCEGLIA, ANGELA	17-09-410-014-1682	42 NATARUS	50.00
BISCHOFF, HEINRICH	13-17-107-202-1001	38 ALLEN	50.00
BISHOP, EVELYN	14-06-213-014-0000	40 D'CONDR	50.00
BITTENBINDER, CHRISTOPH	13-09-328-067-1002	45 LEVAR	50.00
BLACK, BERNARD	13-12-114-058-1003	40 D'CONDR	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	FIN NUMBER	ALDERMAN	AMOUNT
BLACKMAN, RUBY	25-10-419-016-0000	08 DIXON	50.00
BLAIR, DAN H.	11-32-121-008-0000	49 MOORE	50.00
BLAKE, BERNICE M.	19-27-401-038-1048	13 OLIVO	50.00
BLAU, SAM J.	17-03-202-063-1142	42 NATARUS	50.00
BLAUL, CATHERINE	14-06-213-014-0000	40 O'CONNOR	50.00
BLOCK, YETTA	14-05-203-011-1069	49 MOORE	50.00
BLOOM, EDWARD E.	17-03-204-063-1164	42 NATARUS	50.00
BLUMENTHAL, DORIS	17-03-222-023-1158	42 NATARUS	50.00
BLUMENTHAL, FRIMA H.	17-03-214-014-1034	42 NATARUS	50.00
BLUMENTHAL, MARY E.	12-14-112-025-1051	36 BANKS	50.00
BOBER, STELLA	12-25-204-056-1004	36 BANKS	50.00
BOBRICK, MINNETTE D.	14-05-203-011-1096	49 MOORE	50.00
BOCKELMAN, RICHARD J.	17-03-114-003-1119	42 NATARUS	50.00
BOE, ELAINE E.	17-03-226-065-1180	42 NATARUS	50.00
BOER, ANGELIQUE	17-10-122-022-1429	42 NATARUS	50.00
BOETTCHER, DOROTHY J.	13-09-328-058-1002	45 LEVAR	50.00
BOETTCHER, EDWARD	13-16-216-032-1015	45 LEVAR	50.00
BOGANEY, YVONNE J.	17-04-216-064-1034	42 NATARUS	50.00
BOGHER, MARIE T.	12-24-100-111-1041	36 BANKS	50.00
BOGOLUB, MILDRED	17-03-220-020-1015	42 NATARUS	50.00
BOGUCKI, VINCENT	13-09-328-062-1005	45 LEVAR	50.00
BOGUES, ELISHEBA	20-35-113-107-0000	08 DIXON	50.00
BOKSA, STANISLAWA	13-09-328-062-1006	45 LEVAR	50.00
BOLDUC, CLARA	13-24-402-024-0000	47 SCHULTER	50.00
BOLLINGER, MARY L.	19-15-228-060-0000	13 OLIVO	50.00
BOMASH, HELEN	17-03-222-023-1305	42 NATARUS	50.00
BONAMMO, CARMELA	13-18-411-006-1010	38 ALLEN	50.00
BONCLER, ELEANOR V.	13-17-107-194-1032	38 ALLEN	50.00
BOND, ROBERT	11-32-109-011-0000	49 MOORE	50.00
BONKE, DORIS C.	14-06-214-017-0000	40 O'CONNOR	50.00
BOOZER, CLIFTON	25-10-419-017-0000	08 DIXON	50.00
BORESS, JULIUS M.	13-12-121-051-0000	40 O'CONNOR	50.00
BORNSTEIN, IRA	17-03-222-023-1182	42 NATARUS	50.00
BOROMDY, LOLA	13-31-115-024-1005	36 BANKS	50.00
BOROWSKI, EUPHENIA	13-16-122-043-1001	45 LEVAR	50.00
BOWDEN, HELEN	12-24-100-111-1006	36 BANKS	50.00
BOWDEN, MARGARET A.	17-03-227-018-0000	42 NATARUS	50.00
BOWER, JEANNE	17-03-214-014-1071	42 NATARUS	50.00
BOYDEN, DOROTHY	17-03-106-027-1061	42 NATARUS	50.00
BOYNTON, GRACE K.	17-10-400-012-1540	42 NATARUS	50.00
BRADLEY, GEORGE	17-03-226-065-1238	42 NATARUS	50.00
BRADSHAW, LILLIE M.	25-11-300-030-0000	08 DIXON	50.00
BRADY, HARRIET B.	17-03-226-065-1055	42 NATARUS	50.00
BRADY, HAZEL	17-03-222-018-0000	42 NATARUS	50.00
BRACHO, HENRY W.	17-03-114-004-1006	42 NATARUS	50.00
BRANILL, LUCILLE	17-10-401-005-1107	42 NATARUS	50.00
BRAND, ESTELLE M.	17-09-410-014-1481	42 NATARUS	50.00
BRANDES, ERNESTINE	14-06-214-017-0000	40 O'CONNOR	50.00
BRANDHANDLER, DAVID	11-31-301-026-0000	50 STONE	50.00
BRANDT, LUCILLE	13-31-107-024-1107	36 BANKS	50.00
BRAUN, EMMA	13-16-117-045-1045	45 LEVAR	50.00

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 COMMITTEE ON FINANCE
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NAME	FIN NUMBER	ALDERMAN	AMOUNT
BRAUN, SARAAE	17-03-114-003-1091	42 NATARUS	50.00
BRAUS, BEVERLY	14-05-203-012-1048	49 MOORE	50.00
BRAVERMAN, FANNIE	14-05-202-019-1019	49 MOORE	50.00
BRANAR, ROSE	17-10-214-011-1483	42 NATARUS	50.00
BRANERMAN, ALEKSANDRA	14-06-213-013-1003	40 O'CONNOR	50.00
BREBACH JR, WILLIAM J.	17-04-216-064-1562	42 NATARUS	50.00
BREEN, MARIE	13-30-101-036-1002	36 BANKS	50.00
BRENNAN, ANN B.	13-19-200-037-1015	38 ALLEN	50.00
BRENNAN, RUTH A.	14-06-214-017-0000	40 O'CONNOR	50.00
BRESLIN, JOHN E.	13-24-402-024-0000	47 SCHULTER	50.00
BREVARD, MOLLIE E.	19-34-215-085-1003	18 MURPHY	50.00
BREUNSTER, NEDDIE	25-11-300-030-0000	08 DIXON	50.00
BREZIS, THOMAS D.	12-14-112-025-1177	36 BANKS	50.00
BRINLAN, ANNA	19-15-228-082-0000	13 OLIVO	50.00
BRISTOW, ALEXANDRA L.	17-10-200-068-1009	42 NATARUS	50.00
BRITTON, T.C.	25-11-300-017-0000	08 DIXON	50.00
BROCK, ARTHUR	17-34-106-032-1008	02 HAITHCOCK	50.00
BRODZINSKI, SOPHIE	13-16-116-031-1023	45 LEVAR	50.00
BROECKER, MOURENE S.	14-05-203-011-1196	49 MOORE	50.00
BROIDA, MIRIAM C.	17-03-215-013-1029	42 NATARUS	50.00
BRONSTEIN, MAJBRIIT *****	17-03-227-018-1060	42 NATARUS	50.00
BROWN, ALICE	17-03-202-061-1018	42 NATARUS	50.00
BROWN, BETTIE D.	13-21-211-039-1006	45 LEVAR	50.00
BROWN, FRANCIS J.	19-27-401-038-1286	13 OLIVO	50.00
BROWN, MADINE M.	25-10-419-016-0000	08 DIXON	50.00
BROWN, SEYMOUR	13-03-403-168-0000	39 LAURIMO	50.00
BROWN, VALENTINE	13-08-425-157-1007	45 LEVAR	50.00
BROZOWSKI, LEONA	13-15-411-029-1014	30 WOJCIK	50.00
BRUCKNER, ALFRED	13-12-231-051-1005	40 O'CONNOR	50.00
BRUNBACK, CHARLES T.	17-03-101-022-0000	42 NATARUS	50.00
BRZOSTEK, MARIE	13-24-402-024-0000	47 SCHULTER	50.00
BUICK, CARRIE	25-11-300-020-0000	08 DIXON	50.00
BUKAR, AGNES	13-16-117-042-1019	45 LEVAR	50.00
BULLAS, HELEN E.	17-03-202-063-1033	42 NATARUS	50.00
BURLINSKI, RICHARD	13-09-317-029-1010	45 LEVAR	50.00
BURNEY, VIVIAN	25-10-419-017-0000	08 DIXON	50.00
BURNS, BETTY B.	17-10-122-022-1098	42 NATARUS	50.00
BURNS, THOMAS	13-08-310-059-1014	45 LEVAR	50.00
BURNS, WILLIAM	13-16-116-031-1015	45 LEVAR	50.00
BURSZYNSKY, DARIA	13-09-316-060-1007	45 LEVAR	50.00
BURTON, ANNIE M.	25-11-300-017-0000	08 DIXON	50.00
BUSULOVICH, OSMAN	13-16-114-045-1001	45 LEVAR	50.00
BUTCHER, HENRIETTA	25-18-206-033-0000	19 RUGAI	50.00
BUTLER, FOREST	25-11-300-020-0000	08 DIXON	50.00
BUTMAN, JUSTINA	13-12-231-041-0000	40 O'CONNOR	50.00
BYMAN, HELEN D.	17-10-400-012-1109	42 NATARUS	50.00
CABAJ, TEDFIL	13-20-105-051-1007	38 ALLEN	50.00
CARDOR, RAYMOND	13-16-116-031-1003	45 LEVAR	50.00
CAFFERATA, KATHERINE	13-09-317-028-1005	45 LEVAR	50.00
CAHILL, BERNICE	17-16-419-004-1019	02 HAITHCOCK	50.00
CALN, ANNA M.	13-18-410-030-0000	38 ALLEN	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
CALABRESE, THOMAS	13-08-313-019-1011	45 LEVAR	50.00
CALDWELL, EVELYN K.	13-18-411-004-1040	38 ALLEN	50.00
CALVELLO, MICHAEL	13-31-107-024-1118	36 BANKS	50.00
CAMPER, LORRAINE M.	14-05-202-019-0000	49 MOORE	50.00
CAMPIONE, GLADYS	17-09-410-014-1221	42 NATARUS	50.00
CANNELL, LEO W.	13-12-120-028-0000	40 O'CONNOR	50.00
CANNON, YETTA	14-05-202-019-1011	49 MOORE	50.00
CAPRIO, JOSEPH	13-08-310-059-1025	45 LEVAR	50.00
CAPRIOLI, IRMA M.	13-09-317-028-1002	45 LEVAR	50.00
CARAZZO, PHYLLIS	13-16-114-045-1047	45 LEVAR	50.00
CARBONE, EUGENE J.	13-16-117-042-1001	45 LEVAR	50.00
CAREY, JOAN T.	17-10-200-065-1241	42 NATARUS	50.00
CARLSON, LELA MAE	14-06-208-006-1008	50 STONE	50.00
CARLSON, NABEL P.	13-18-411-005-1006	38 ALLEN	50.00
CARLSON, ROBERT A.	13-08-428-041-1026	45 LEVAR	50.00
CARSELLO, LORRAINE E.	13-31-107-024-1213	36 BANKS	50.00
CARTER, HELEN Z	17-04-207-086-1519	42 NATARUS	50.00
CARTWRIGHT, LINDA R.	14-06-212-006-0000	40 O'CONNOR	50.00
CASSUTO, SHIRLEY	13-12-204-005-0000	40 O'CONNOR	50.00
CECCONI, DINA	13-31-107-024-1202	36 BANKS	50.00
CECHNER, ROBERT A.	17-03-227-018-1075	42 NATARUS	50.00
CERNOK, LILLIAN M.	17-03-200-063-1003	42 NATARUS	50.00
CHADWICK, MURIEL	17-34-106-032-1009	02 HAITHCOCK	50.00
CHAMBERS, THOMAS S.	21-30-108-029-0000	07 BEAVERS	50.00
CHIAPPE, NANCY LOU	13-09-328-068-1001	45 LEVAR	50.00
CHINKIN, HAROLD	13-18-409-034-1033	38 ALLEN	50.00
CHIZENER, ESTHER	17-03-114-003-1056	42 NATARUS	50.00
CHROPKOWSKI, LORRAINE C.	13-19-200-037-1018	38 ALLEN	50.00
CICHON, LOUIS E.	17-03-112-033-1198	42 NATARUS	50.00
CITKO, STANLEY C.	13-16-117-042-1008	45 LEVAR	50.00
CLAPHAM, MORRIS J.	13-02-420-051-1001	39 LAURINO	50.00
CLARK, ROY M.	12-23-400-007-1039	36 BANKS	50.00
CLAVERIA, ROBERTO H.	14-06-219-013-0000	40 O'CONNOR	50.00
CLAWSON, MELVIN L.	13-18-411-006-1022	38 ALLEN	50.00
CLAY, EDWARD C.	25-10-419-017-0000	08 DIXON	50.00
CLAYTON, RUSSELL	17-03-220-020-1597	42 NATARUS	50.00
CLEVELAND, MARTHA D.	21-30-108-029-0000	07 BEAVERS	50.00
CLINE, KENNETH	14-06-214-017-0000	40 O'CONNOR	50.00
CLOWERTY, GRAYCE	13-16-117-045-1040	45 LEVAR	50.00
COANE, HILLARD	17-03-201-066-1061	42 NATARUS	50.00
COBB, BERTHA	20-30-428-057-1005	18 MURPHY	50.00
COBURN, AIDA	17-03-220-020-1031	42 NATARUS	50.00
COBELL, ROSLIE E.	10-25-328-008-1025	50 STONE	50.00
COHEN, EVELYN	17-03-204-063-1058	42 NATARUS	50.00
COHEN, HANNAH F.	11-32-111-009-0000	49 MOORE	50.00
COHEN, HARRY	17-03-208-021-1021	42 NATARUS	50.00
COHEN, JULIA	14-06-212-006-0000	40 O'CONNOR	50.00
COHEN, LOUIS	17-10-400-012-1539	42 NATARUS	50.00
COHEN, SAM	13-02-420-047-1002	39 LAURINO	50.00
COHN, EUNICE	14-05-203-011-1090	49 MOORE	50.00
COHN, JEROME	14-05-203-011-1020	49 MOORE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
CONN, ROSALINE	17-03-202-061-1070	42 NATARUS	50.00
COLANGELO, THERESA	17-10-122-022-1243	42 NATARUS	50.00
COLANTONIO, ANN	13-31-118-035-1008	36 BANKS	50.00
COLITZ, IRA	17-03-204-064-1138	42 NATARUS	50.00
COLLINS, LORRAINE W.	11-31-214-055-1001	49 MOORE	50.00
COLLINS, ROSEMARIE	17-04-210-027-1008	42 NATARUS	50.00
COMDON, WILLIAM J.	11-32-200-034-1018	49 MOORE	50.00
CONGER, DOROTHY L.	17-03-226-065-1099	42 NATARUS	50.00
COOPER, ANNETTE	13-12-219-042-0000	40 D'CONNOR	50.00
COOPER, CORA	17-03-204-063-1048	42 NATARUS	50.00
COOPER, SHIRLEY	17-10-200-065-1032	42 NATARUS	50.00
COOPER, THERESA	11-31-303-045-0000	50 STONE	50.00
COOPERMAN, SEYMOUR	17-03-106-027-1096	42 NATARUS	50.00
COPELAND, ANITA R.	14-06-214-017-0000	40 D'CONNOR	50.00
COPPERSMITH, SYLVIA	17-03-204-063-1042	42 NATARUS	50.00
CORCORAN, MARGARET	13-30-101-031-1001	36 BANKS	50.00
CORNELIUS, NELSON D.	17-03-201-068-1018	42 NATARUS	50.00
CORREA, MAGDA	14-06-219-013-0000	40 D'CONNOR	50.00
COSTELLO, RICHARD	17-10-105-014-1181	42 NATARUS	50.00
COSTELLO, ROSE	13-18-410-035-1039	38 ALLEN	50.00
COTTLE, ROBERT	17-03-201-067-1028	42 NATARUS	50.00
COULSON, JANE	17-03-220-020-1682	42 NATARUS	50.00
COURTNEY, NORA	13-16-116-033-1001	45 LEVAR	50.00
COVELLI, JOSEPHINE	14-06-208-006-1003	50 STONE	50.00
COX, ADELE M.	17-16-424-004-1089	02 HAITHCOCK	50.00
CRANE, BARBARA B.	17-04-224-049-1079	42 NATARUS	50.00
CRANE, BEATRICE	14-06-212-006-0000	40 D'CONNOR	50.00
CRENSHAW, MAY	13-24-402-024-0000	47 SCHULTER	50.00
CRONIN, MARY & ROBERT	17-03-208-021-1010	42 NATARUS	50.00
CSOBANOVITS, IRENE M.	14-06-214-017-0000	40 D'CONNOR	50.00
CUA, SANTIAGO	17-03-220-020-1462	42 NATARUS	50.00
CULLEN, VERA C.	13-08-313-019-1010	45 LEVAR	50.00
CUMMINGS, EDWARD M.	17-04-210-026-0000	42 NATARUS	50.00
CUMMINGS, F. MADINE	14-06-212-006-0000	40 D'CONNOR	50.00
CUNNEEN, MARY E.	14-05-122-009-0000	40 D'CONNOR	50.00
CUNNINGHAM, DANIEL C.	14-05-203-011-1060	49 MOORE	50.00
CUNNINGHAM, FRANK	25-11-300-018-0000	08 DIXON	50.00
CURLETTE, ROBERT	17-03-220-020-1295	42 NATARUS	50.00
CUTAIA, MARGARET F.	13-16-114-045-1039	45 LEVAR	50.00
CZECH, ROSELLE A.	13-18-410-035-1018	38 ALLEN	50.00
D'ARPA, EVELYN	11-32-121-008-0000	49 MOORE	50.00
DAHLSTROM, IRWIN A.	11-32-200-034-1007	49 MOORE	50.00
DALESSANDRO, WILLIAM	17-03-226-065-1227	42 NATARUS	50.00
DAMA, ROSE	14-06-213-014-0000	40 D'CONNOR	50.00
DANFORTH, GEORGE E.	17-03-222-015-0000	42 NATARUS	50.00
DANICK, CELIA	13-31-107-024-1171	36 BANKS	50.00
DAUGHERTY, LOUISE G.	17-10-400-012-1621	42 NATARUS	50.00
DAVEE, KEN M.	17-03-226-065-1215	42 NATARUS	50.00
DAVIDSON, GUSSE	10-25-328-008-1019	50 STONE	50.00
DAVIES, ANN M.	17-10-203-027-1036	42 NATARUS	50.00
DAVIS, CHARLOTTE	17-10-122-022-1280	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
DAVIS, FRANCES	25-10-419-017-0000	08 DIXON	50.00
DAVIS, SAMUEL C.	17-10-105-014-1180	42 HATARUS	50.00
DAWDD, YUWATISH D.	13-09-328-061-1006	45 LEVAR	50.00
DECDSTER, LUCILLE	17-03-114-003-1005	42 HATARUS	50.00
DEEB, NAIMA	17-10-200-065-1243	42 HATARUS	50.00
DEGEY, BERNARD	12-14-112-025-1120	36 BANKS	50.00
DEJONGHE, PAMELA	13-18-409-032-1002	38 ALLEN	50.00
DEKAS, EVELYN F.	13-18-410-030-0000	38 ALLEN	50.00
DELANEY, MORINNE	13-20-219-037-1018	38 ALLEN	50.00
DELEONARDIS, MARY L.	14-06-212-006-0000	40 O'CONNOR	50.00
DELMARTO, ANTHONY F.	12-14-112-025-1024	36 BANKS	50.00
DELZENARO, ANN M.	12-14-112-025-1160	36 BANKS	50.00
DEMARTINO, RUTH	13-09-328-060-1014	45 LEVAR	50.00
DENBSKI, DOROTHY	13-16-115-042-1002	45 LEVAR	50.00
DENES, KATHERINE H.	14-06-212-006-0000	40 O'CONNOR	50.00
DENPSEY, DOROTHY	13-31-107-024-1074	36 BANKS	50.00
DEDBLER, BETTY M.	14-05-203-011-1105	49 MOORE	50.00
DERKOWSKA, LEOKADIA	13-09-328-059-1011	45 LEVAR	50.00
DETLAFF, MARION E.	12-14-112-025-1049	36 BANKS	50.00
DEYTER, ROSELLE M.	13-15-411-029-1013	30 WOJCIK	50.00
DEUSEN, HERMAN R.	13-16-102-025-1008	45 LEVAR	50.00
DEUTSCH, LEE & RUTH	13-12-235-030-0000	40 O'CONNOR	50.00
DEUTSCHMANN, GERTRUDE	13-18-409-034-1029	38 ALLEN	50.00
DEVINCENZO, ANGELINE M.	13-31-107-024-1110	36 BANKS	50.00
DEVUONO, FRANCES K.	14-06-212-006-0000	40 O'CONNOR	50.00
DHEIN, DOROTHY G.	13-16-117-042-1002	45 LEVAR	50.00
DIECKMAN, CHRISTINE	13-18-410-035-1010	38 ALLEN	50.00
DIENES, FLORENCE	13-24-402-024-0000	47 SCHULTER	50.00
DIENGOTT, FRANCES R.	17-03-220-020-1231	42 HATARUS	50.00
DIGUIDO, FLORENCE	14-06-219-013-0000	40 O'CONNOR	50.00
DILUTA, AGNES	13-08-310-059-1005	45 LEVAR	50.00
DINDALE, LORRAINE	17-03-220-020-1355	42 HATARUS	50.00
DISILVIO, JOE	13-24-402-024-0000	47 SCHULTER	50.00
DISTENFIELD, SARAH	17-03-222-023-1218	42 HATARUS	50.00
DOBSON, PHYLLIS L.	11-32-111-010-0000	49 MOORE	50.00
DOERR, LILLIAN M.	13-16-116-033-1008	45 LEVAR	50.00
DOKTOR, DOROTHY	13-16-116-031-1001	45 LEVAR	50.00
DOMANUE, SIGRID A.	13-12-214-042-0000	40 O'CONNOR	50.00
DONOHUE, VIRGINIA M.	17-03-227-018-1062	42 HATARUS	50.00
DOPICHAY, WILLI	17-09-410-014-1583	42 HATARUS	50.00
DORDICK, ISADORE	17-03-215-013-1292	42 HATARUS	50.00
DORGAN, WILLIAM F.	19-27-401-038-1068	13 OLIVO	50.00
DOUGLAS, JR., HARVEY E.	11-32-200-034-1015	49 MOORE	50.00
DOWD, MARY K.	17-10-401-005-1322	42 HATARUS	50.00
DOYLE, EDWARD A.	12-14-101-053-1004	36 BANKS	50.00
DRAZBA, JADWIGA	13-18-409-032-1031	38 ALLEN	50.00
DREWRY, WILLIAM P.	17-04-216-064-1285	42 HATARUS	50.00
DREXLER, HARRY	17-03-220-020-1574	42 HATARUS	50.00
DRUCE, ANNE	12-25-204-056-1001	36 BANKS	50.00
DU BROFF, MYRTLE L.	11-32-111-009-0000	49 MOORE	50.00
DUDEK, ANNA	13-08-430-080-1012	45 LEVAR	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
DUDZIK, ADELE	13-17-117-038-1006	38 ALLEN	50.00
DUMOND, LOUIS A.	11-32-111-012-0000	49 MOORE	50.00
DUNBAR, DOROTHY H.	17-03-207-061-1136	42 NATARUS	50.00
DUNBAR, ELEANOR E.	13-31-107-024-1124	36 BANKS	50.00
DUNDES, ROLAND	14-05-202-019-1107	49 MOORE	50.00
DUPLESSIS, JESSIE	25-11-300-018-0000	08 DIXON	50.00
DURKACZ, EMILIA	12-24-424-037-1012	36 BANKS	50.00
DUTTON, JAMES H.	17-10-214-011-1536	42 NATARUS	50.00
DVORKINA, RAISA	17-10-200-065-1065	42 NATARUS	50.00
DWORIN, BERNARD	17-03-226-065-1162	42 NATARUS	50.00
EAGER, ALLEN	17-03-207-068-1064	42 NATARUS	50.00
EARDLEY, CATHERINE B.	17-03-114-003-1012	42 NATARUS	50.00
EATON, DONNA	17-03-222-018-0000	42 NATARUS	50.00
EDELHANT, NATHAN	14-06-120-005-1136	40 O'CONNOR	50.00
EDELSTEIN, MARIAN L.	17-03-202-061-1060	42 NATARUS	50.00
EDIDIN, DAVID	11-32-111-012-0000	49 MOORE	50.00
EDLIS, STEFAN T.	17-03-220-020-1141	42 NATARUS	50.00
EDSON, EUGENE	17-03-226-065-1147	42 NATARUS	50.00
EDWARDS, FRANCES	13-09-328-059-1002	45 LEVAR	50.00
EGAN, GEORGE	19-15-228-067-0000	13 OLIVO	50.00
EGAN, MARY A.	13-19-200-037-1005	38 ALLEN	50.00
EGER, PAUL M.	17-03-226-065-1182	42 NATARUS	50.00
EHRLICH, SHIRLEY V.	17-03-202-063-1073	42 NATARUS	50.00
EINHORN, ESTER	13-12-213-018-0000	40 O'CONNOR	50.00
EISENBEIS, IMELDA M.	17-04-209-043-1101	42 NATARUS	50.00
EISENSCHER, SIGMUND C.	11-32-111-012-0000	49 MOORE	50.00
EISENSTEIN, NORMAN	14-06-214-017-0000	40 O'CONNOR	50.00
EKLÖVE, ELIZABETH	13-16-115-045-1002	45 LEVAR	50.00
ELKE, MARIE	13-16-216-032-1002	45 LEVAR	50.00
ELLMAN, BEVERLY R.	11-11-111-111-0000	42 NATARUS	50.00
ELLS, ROY R.	10-25-328-008-1059	50 STONE	50.00
ELMAN, MARSHALL A.	14-06-212-006-0000	40 O'CONNOR	50.00
ENDE, ETHEL L.	13-09-322-043-1006	45 LEVAR	50.00
ENGLISH, EILEEN	25-10-419-016-0000	08 DIXON	50.00
ENGLUND, ALFRED R. & SHIRLEY	19-21-108-043-0000	13 OLIVO	50.00
EPPS, JAMES	20-35-411-020-0000	08 DIXON	50.00
EPSTEIN, ALLAN E.	17-03-202-063-1136	42 NATARUS	50.00
EPSTEIN, FRIEDA	14-06-208-006-1007	50 STONE	50.00
EPSTEIN, GLADYS	11-31-302-061-0000	50 STONE	50.00
ERENBERG, NINA	14-06-213-014-0000	40 O'CONNOR	50.00
ERICKSON, IRMA A.	17-03-226-065-1256	42 NATARUS	50.00
ESCHE, DOLORES	13-19-200-037-1004	38 ALLEN	50.00
ETTELSON, ROBERT C.	17-10-200-068-1111	42 NATARUS	50.00
EVANS, JOHN V.	17-03-114-003-1101	42 NATARUS	50.00
EVANS, LAURA	13-24-402-024-0000	47 SCHULTER	50.00
EVANS, THOMAS	11-32-121-008-0000	49 MOORE	50.00
EVERETT, IRMA M.	17-03-200-063-1138	42 NATARUS	50.00
FACCHINI, ERNA I.	13-08-430-080-1007	45 LEVAR	50.00
FAINMAN, SELMA	17-03-220-020-1227	42 NATARUS	50.00
FAIRFIELD, JOHN L.	17-03-208-021-1133	42 NATARUS	50.00
FANTOZZI, LEHA	13-15-404-039-1010	30 WDJCIK	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
FARBSTEIN, ISADORE	13-12-223-047-1002	40 O'CONNOR	50.00
FARINA, THOMAS J.	13-18-411-006-1007	38 ALLEN	50.00
FARINELLA, ANTHONY	13-18-409-033-1003	38 ALLEN	50.00
FARKAS, SAMUEL	11-31-301-052-1003	50 STONE	50.00
FAXON, ILEEN	14-06-120-005-1149	40 O'CONNOR	50.00
FEINBERG, MAX	13-12-220-039-0000	40 O'CONNOR	50.00
FEINMAN, IRVING	17-03-114-003-1079	42 KATARUS	50.00
FEINSTEIN, NATHAN	17-03-222-023-1341	42 KATARUS	50.00
FELDMAN, DOROTHY	14-05-203-011-1278	49 MOORE	50.00
FELDMAN, EDITH H.	11-31-301-026-0000	50 STONE	50.00
FELDMAN, HELEN	17-03-226-065-1044	42 KATARUS	50.00
FELDMAN, NATALIE S.	11-32-111-012-0000	49 MOORE	50.00
FELDMAN, STANLEY	17-10-214-011-1592	42 KATARUS	50.00
FELTEN, JOHANNA	11-31-214-055-1013	49 MOORE	50.00
FERGON, DOROTHY	13-16-117-045-1009	45 LEVAR	50.00
FERGUSON, MADINE	17-04-424-051-1448	42 KATARUS	50.00
FERRARA, NICHOLAS	13-30-101-036-1013	36 BANKS	50.00
FERRI, MARY	13-31-124-050-1002	36 BANKS	50.00
FERRY, AUDREY	17-03-227-022-1195	42 KATARUS	50.00
FEUERSTEIN, SEYMOUR	17-03-214-014-1011	42 KATARUS	50.00
FIELD, ANN C.	17-03-114-003-1136	42 KATARUS	50.00
FIELDS, SIDNEY	17-03-101-018-0000	42 KATARUS	50.00
FILLMORE, SWANSON E.	13-15-404-038-1001	30 WOJCIK	50.00
FINCH, BYRDIE	14-06-213-014-0000	40 O'CONNOR	50.00
FINK, LOUISE	17-03-220-020-1298	42 KATARUS	50.00
FINK, NORMAN	13-12-233-034-1001	40 O'CONNOR	50.00
FINKELMAN, ISIDORE	14-06-214-017-0000	40 O'CONNOR	50.00
FINLAY, LORETTA L.	13-15-410-032-1004	30 WOJCIK	50.00
FINLEY, DOROTHY L.	14-06-218-014-1012	40 O'CONNOR	50.00
FINNEGAN, ANNA	14-05-202-019-1001	49 MOORE	50.00
FISHER, MURIEL K.	17-03-204-064-1068	42 KATARUS	50.00
FISHMAN, MAX	14-05-202-019-1081	49 MOORE	50.00
FITZGERALD, MILDRED C.	17-03-220-020-1341	42 KATARUS	50.00
FLORIANI-DRAHER, PATRICIA A.	14-06-204-023-1003	40 O'CONNOR	50.00
FOLEY, GENEVIEVE	17-10-200-065-1226	42 KATARUS	50.00
FONTANA, MILDRED L.	12-23-426-035-1008	36 BANKS	50.00
FORBES, HELEN V.	25-11-300-020-0000	08 DIXON	50.00
FORD, HARRIETT	13-31-107-024-1049	36 BANKS	50.00
FORT, RUTH	11-32-121-008-0000	49 MOORE	50.00
FOX, HARRY	17-10-400-012-1453	42 KATARUS	50.00
FRANCHE, VIRGINIA E.	17-03-202-063-1061	42 KATARUS	50.00
FRANCISCO, CASSIUS	13-08-313-019-1008	45 LEVAR	50.00
FRANK, EDMUND	13-15-416-048-1024	30 WOJCIK	50.00
FRANK, ELIZABETH H.	17-03-106-027-1006	42 KATARUS	50.00
FRANK, MILDRED	17-03-106-027-1111	42 KATARUS	50.00
FRANKLIN, MEYER	17-03-222-023-1103	42 KATARUS	50.00
FRANKS, LILLIAN S.	14-06-212-006-0000	40 O'CONNOR	50.00
FRANZEN, FLORENCE	13-09-328-064-1007	45 LEVAR	50.00
FRAZER, WILLIAM H.	17-09-410-014-1196	42 KATARUS	50.00
FRAZIER, BELORES T.	17-10-400-012-1605	42 KATARUS	50.00
FREEMAN, RUTH H.	13-16-114-048-1005	45 LEVAR	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
FRENCH, JOAN	17-03-215-013-3333	42 NATARUS	50.00
FRENNA, ELIZABETH	19-15-228-087-0000	13 BLIVO	50.00
FRESE, ANNA	13-16-216-032-1004	45 LEVAR	50.00
FREUND, ALVIN	13-15-410-032-1017	30 WOJCIK	50.00
FREY, HELENE C.	13-08-313-019-1017	45 LEVAR	50.00
FRICKE, GLADYS L.	13-08-313-019-1002	45 LEVAR	50.00
FRIED, SALLY	17-10-400-012-1317	42 NATARUS	50.00
FRIEDMAN, JESSIE	13-12-232-032-1002	40 O'CONNOR	50.00
FRIGO, JOHNNY V.	17-03-114-003-1166	42 NATARUS	50.00
FRYER, CHARLES M.	17-03-220-020-1384	42 NATARUS	50.00
FUECHSLIN, HOWARD	17-04-222-062-1024	42 NATARUS	50.00
FULK, SHIRLEY	12-25-215-038-0000	36 BANKS	50.00
FURLONG, MARIE C.	13-17-107-203-1009	38 ALLEN	50.00
GALLAGHER, VERONICA P.	17-03-204-064-1054	42 NATARUS	50.00
GALLO, GENEVIEVE	17-10-400-012-1169	42 NATARUS	50.00
GALLO, GERTRUDE	19-27-401-038-1037	13 BLIVO	50.00
GALLO, JOSEPH	13-31-118-035-1007	36 BANKS	50.00
GAMBELLI, GERALDINE	13-16-116-031-1017	45 LEVAR	50.00
GANELLIN, BEATRICE	14-05-203-011-1065	49 MOORE	50.00
GARDNER, CAROLE	17-03-222-015-0000	42 NATARUS	50.00
GARDNER, IRVING	14-06-223-026-1032	40 O'CONNOR	50.00
GARDNER, JEANNETTE C.	17-10-401-005-1274	42 NATARUS	50.00
GARDNER, MARY B.	17-03-215-013-1071	42 NATARUS	50.00
GAUGHAN, JAMES P.	13-18-409-032-1048	38 ALLEN	50.00
GAZDA, ALEX	13-17-117-038-1001	38 ALLEN	50.00
GELBIN, MATTHEW A.	17-03-114-003-1007	42 NATARUS	50.00
GELSMIND, LOUISE A.	13-31-124-050-1001	36 BANKS	50.00
GENESEN, LOUIS	17-03-214-014-1190	42 NATARUS	50.00
GENTRY, RUTH C.	17-03-220-020-1586	42 NATARUS	50.00
GEORCARIS, GEORGE F.	17-03-214-014-1124	42 NATARUS	50.00
GEORGOUSES, PHILLIP M.	17-10-214-011-1800	42 NATARUS	50.00
GERBER, LENA	13-01-328-065-1004	40 O'CONNOR	50.00
GERICH, EVA	13-20-105-051-1006	38 ALLEN	50.00
GIANNAKAKOS, PETER	13-12-231-046-0000	40 O'CONNOR	50.00
GIANNETTI, ARMANDO	13-19-404-087-1008	38 ALLEN	50.00
GICANTI, LAURA V.	13-19-412-032-1026	38 ALLEN	50.00
GILCZESKI, THEODORE	13-15-417-027-1002	30 WOJCIK	50.00
GILLESPIE, GEORGE	25-11-300-020-0000	08 DIXON	50.00
GILLESPIE, JR. FRANK J.	17-10-200-065-1128	42 NATARUS	50.00
GINSBERG, SAMUEL M.	13-11-200-040-1007	39 LAURINO	50.00
GINTHER, MARY	17-04-424-051-1558	42 NATARUS	50.00
GIUNTOLI, LENDRE	17-04-207-086-1029	42 NATARUS	50.00
GLASER, MARJORY	17-03-208-002-0800	42 NATARUS	50.00
GLASSELL, DON L.	17-04-216-064-1046	42 NATARUS	50.00
GLEIBERSON, LOUIS	11-31-303-041-0000	50 STONE	50.00
GLEICH, JEROME J.	13-18-411-005-1012	38 ALLEN	50.00
GLICK, BESS	14-06-213-014-0000	40 O'CONNOR	50.00
GLICK, EDWARD R.	17-03-226-065-1189	42 NATARUS	50.00
GLICK, ROBERT R.	17-03-204-064-1002	42 NATARUS	50.00
GLICKMAN, ANNETTE	17-10-400-012-1696	42 NATARUS	50.00
GLOBUS, JEAN	13-12-235-056-1002	40 O'CONNOR	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
GLUTH, ROBERT C.	17-03-114-003-1130	42 NATARUS	50.00
GODERSTEIN, ROSE	13-12-115-045-0000	40 D'CONNOR	50.00
GODLBERG, DONNA	14-05-203-012-1021	49 MOORE	50.00
GODULA, HELEN	19-34-215-086-1010	18 MURPHY	50.00
GOLBUS, ADA F.	11-29-110-008-0000	49 MOORE	50.00
GOLDEN, MARAGRET M.	17-03-201-063-0000	42 NATARUS	50.00
GOLDEN, MARY	13-20-219-037-1008	38 ALLEN	50.00
GOLDFEIN, EDWIN	10-25-427-017-0000	50 STONE	50.00
GOLDMAN, NATHAN	11-31-303-038-0000	50 STONE	50.00
GOLDSNITH, JOAN R.	17-04-207-086-1026	42 NATARUS	50.00
GOLDSTEIN, BERNARD	17-03-207-068-1016	42 NATARUS	50.00
GOLDSTEIN, CLARICE	17-03-222-023-1225	42 NATARUS	50.00
GOLDSTEIN, HAROLD	17-03-208-021-1084	42 NATARUS	50.00
GOLDSTEIN, LILYAN	13-12-235-013-0000	40 D'CONNOR	50.00
GOLDSTEIN, SAMUEL	14-06-218-014-1076	40 D'CONNOR	50.00
GOLOFF, JEANNETTE	11-31-302-061-0000	50 STONE	50.00
GONIQ, BERNICE	13-31-118-039-1012	36 BANKS	50.00
GONNERMAN, CECILE F	14-06-213-013-1004	40 D'CONNOR	50.00
GOODMAN, HARRY	14-06-208-006-1009	50 STONE	50.00
GOODMAN, SHIRLEY L.	17-10-401-005-1359	42 NATARUS	50.00
GOOS, LOUISE E.	13-15-412-026-1002	30 WDJCIK	50.00
GORCZYCA, VIRGINIA	13-15-410-032-1011	30 WDJCIK	50.00
GORDON, ARTHUR	17-03-214-014-1109	42 NATARUS	50.00
GORDON, HERBERT	17-10-400-012-1809	42 NATARUS	50.00
GORE, JEROME	17-03-202-061-1045	42 NATARUS	50.00
GORSLINE, KAY B.	17-03-222-018-0000	42 NATARUS	50.00
GOTTLIEB, FRANK	13-15-411-028-1004	30 WDJCIK	50.00
GOULD, LOUIS	17-03-222-023-1332	42 NATARUS	50.00
GRALAK, MARIE	13-17-107-194-1024	38 ALLEN	50.00
GRANTAS, GEORGIA J.	13-12-222-062-1002	40 D'CONNOR	50.00
GRANT, WILLIAM	14-06-214-017-0000	40 D'CONNOR	50.00
GRAUMAN, GLADYS	17-03-202-061-1012	42 NATARUS	50.00
GRAYSON, DELIA B.	17-16-419-004-1193	02 HATHCOCK	50.00
GREEN, VIVIAN H.	20-25-213-026-1004	07 BEAVERS	50.00
GREENAN, KATHLEEN M.	17-03-200-063-1142	42 NATARUS	50.00
GREENBERG, SAM	11-31-303-045-0000	50 STONE	50.00
GREENE, EVELYN R.	17-03-204-063-1182	42 NATARUS	50.00
GREENSPAN, MARY	14-05-230-011-1029	49 MOORE	50.00
GREENWALD, HENRY M.	14-05-203-011-1055	49 MOORE	50.00
GRIGSBY MR. LACY	25-11-300-030-0000	08 DIXON	50.00
GRILL, ETHEL L.	17-03-114-003-1124	42 NATARUS	50.00
GRINKER, ROY	17-03-221-004-0000	42 NATARUS	50.00
GROMAN, EVELYN	17-03-226-045-1071	42 NATARUS	50.00
GROSSMAN, RUTH	17-03-207-061-1248	42 NATARUS	50.00
GROSSMAYER, NICK M.	13-18-411-006-1027	38 ALLEN	50.00
GRUDECKI, GENEVIEVE	12-23-430-045-1003	36 BANKS	50.00
GRZENALA, PAULINE	12-23-426-035-1006	36 BANKS	50.00
GUALAND, JOSEPHINE A.	12-14-112-025-1122	36 BANKS	50.00
GUITART, EDDIE	13-12-214-052-1032	40 D'CONNOR	50.00
GURRERA, MARIE	13-30-100-026-1005	36 BANKS	50.00
GURVEY, ROY	17-03-227-018-1102	42 NATARUS	50.00

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NAME	PIK NUMBER	ALDERMAN	AMOUNT
GUSKE, SHIRLEY F.	13-18-410-030-1002	38 ALLEN	50.00
GUSTAFSON, MARIA	13-12-214-043-0000	40 D'CONNOR	50.00
GUTHMAN, LEO	17-03-202-061-1112	42 NATARUS	50.00
GUTOWSKI, KAZIMIERZ	12-14-112-025-1042	36 BANKS	50.00
GUTTMAN, SONYA K.	17-16-424-004-1095	02 WATTCOCK	50.00
GUZIK, STELLA A.	19-14-328-046-1001	13 OLIVO	50.00
GYARMATI, MATTHEW	13-15-417-027-1006	30 WOJCIK	50.00
HAAC, EMILY M.	13-18-411-005-1042	38 ALLEN	50.00
HAFT, HOWARD S.	17-03-221-003-0000	42 NATARUS	50.00
HAGLUND, NELS B.	14-06-214-017-0000	40 D'CONNOR	50.00
HAHN, IDELL	14-05-203-011-1267	49 MOORE	50.00
HAMMER, NORMA S.	14-06-214-017-0000	40 D'CONNOR	50.00
HANDELMAN, ADELLE E.	14-05-205-011-1215	49 MOORE	50.00
HANNEMA, PHILIP	17-04-209-043-1147	42 NATARUS	50.00
HARDY, NELL	13-24-402-024-0000	47 SCHULTER	50.00
HARKNESS, EMILY	13-31-118-036-1005	36 BANKS	50.00
HARRIS, MARTHA R.	25-11-300-018-0000	08 DIXON	50.00
HARRIS, MAY H.	11-29-308-020-1004	49 MOORE	50.00
HARRIS, WILLIAM D.	17-10-200-065-1102	42 NATARUS	50.00
HARVEY, EVELYN L.	17-10-400-012-1132	42 NATARUS	50.00
HASHIMOTO, MARK	13-12-317-018-1005	40 D'CONNOR	50.00
HASKINS, ELEANOR M.	13-15-412-027-1020	30 WOJCIK	50.00
HATZIS, PETE	13-12-223-039-0000	40 D'CONNOR	50.00
HAUSLER, DOROTHY	13-15-411-027-1020	30 WOJCIK	50.00
HAUSWIRTH, ROBERT	14-06-120-005-1031	40 D'CONNOR	50.00
HAVERKAMPF, FRANCES	17-03-222-018-0000	42 NATARUS	50.00
HAYES, PETER	12-14-112-025-1072	36 BANKS	50.00
HAYNES, EDITH L.	11-11-111-111-1111	47 SCHULTER	50.00
HEATTER, GERALD R.	17-03-227-022-1012	42 NATARUS	50.00
HECHT, MARCITA	14-05-203-011-1191	49 MOORE	50.00
HEILBRUNN, SYLVIA	14-05-203-011-1059	49 MOORE	50.00
HEIMANSON, EDWARD	14-06-214-017-0000	40 D'CONNOR	50.00
HEIMBERGER, GLORY	13-11-200-040-1014	39 LAURINO	50.00
HEITMAN, DOROTHY	11-32-109-011-0000	49 MOORE	50.00
HELLER, RUTH	14-21-111-007-1092	46 SHILLER	50.00
HELNICK, DOLORES M.	13-31-115-024-1010	36 BANKS	50.00
HELPERN, BEATRICE D.	17-03-200-063-1028	42 NATARUS	50.00
HELY, DORTHEA	14-21-101-035-1059	46 SHILLER	50.00
HEMP, THOMAS S.	17-03-208-021-1080	42 NATARUS	50.00
HENDERSON, IRMGARD A.	11-32-200-034-1011	49 MOORE	50.00
HENDERSON, RALPH E.	14-06-214-017-0000	40 D'CONNOR	50.00
HENNING, DOROTHY	13-15-412-027-1006	30 WOJCIK	50.00
HENSLEY, ALVERA M.	17-10-401-005-1327	42 NATARUS	50.00
HERMANN, ESTHER	17-10-122-022-1349	42 NATARUS	50.00
HERNER, JAMES L.	14-05-203-011-1139	49 MOORE	50.00
HERNER, WILFRED	14-05-203-011-1229	49 MOORE	50.00
HERRING, CHIEFIE A.	21-30-321-002-0000	07 BEAVERS	50.00
HERSH, HERBERT M.	14-16-302-029-1002	46 SHILLER	50.00
HERSHENSON, SADIE	17-03-220-020-1530	42 NATARUS	50.00
HERSHMAN, SEYMOUR	14-21-106-017-0000	46 SHILLER	50.00
HERSKOVITZ, MORITZ	11-31-303-037-0000	50 STONE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
HERSTEIN, MARIANNE	17-03-213-013-1219	42 NATARUS	50.00
HESS, SIDNEY	17-03-202-061-1037	42 NATARUS	50.00
HILL, PETER	17-16-424-004-1030	02 HAITHCOCK	50.00
HILLNER, SHIRLEY	17-03-227-018-1058	42 NATARUS	50.00
HINES, PERCY	20-35-104-039-1017	08 DIXON	50.00
HIRSH, BERNARD	14-05-202-019-1090	49 MOORE	50.00
HOBAN, IRENE	13-24-402-024-0000	47 SCHULTER	50.00
HODGSON, GEORGIA	14-21-301-002-0000	46 SHILLER	50.00
HODCHREIN, PAULA	14-06-219-013-0000	40 O'CONNOR	50.00
HODCKINSON, MARIAN A.	14-21-110-020-1312	46 SHILLER	50.00
HODGSON, EDITH	17-03-215-013-1490	42 NATARUS	50.00
HOFFMAN, MARIE	17-03-227-018-1107	42 NATARUS	50.00
HOFFMAN, ROBERT F.	14-06-219-013-0000	40 O'CONNOR	50.00
HOFFMAN, AURELIA L.	14-05-203-011-1370	49 MOORE	50.00
HOGAN, MARY K.	19-27-401-038-1101	13 DLVD	50.00
HOGAN, REBECCA C.	17-03-227-020-1038	42 NATARUS	50.00
HOLLEB, LOIS D.	17-03-214-014-1013	42 NATARUS	50.00
HOLLUB, HELENE R.	14-05-203-011-1257	49 MOORE	50.00
HOLLUB, LOUIS	14-05-203-011-1136	49 MOORE	50.00
HORNBY, DORIS	17-03-214-014-1020	42 NATARUS	50.00
HORNE, DOLORES H.	17-04-424-051-1467	42 NATARUS	50.00
HORNIK, MILDRED D.	17-09-410-014-1222	42 NATARUS	50.00
HOROCZI, SANDOR E.	14-06-120-005-1021	40 O'CONNOR	50.00
HORTON, FLORENCE M.	14-06-212-006-0000	40 O'CONNOR	50.00
HORNICH, GERTRUDE	17-03-202-061-1132	42 NATARUS	50.00
HOUSE, RUTH	17-10-200-065-1090	42 NATARUS	50.00
MULTGREN, RUTH E.	17-10-122-022-1283	42 NATARUS	50.00
HUNT, GRACE K.	17-04-218-032-0000	42 NATARUS	50.00
HUTCHINSON, MARGARET L.	17-09-410-014-1639	42 NATARUS	50.00
IMARISIO, JOHN J.	17-03-227-020-1024	42 NATARUS	50.00
INCLAN, MARIA D.	14-06-219-013-0000	40 O'CONNOR	50.00
IRELAND, LILY	17-10-214-011-1174	42 NATARUS	50.00
IRWIN, LOUETTA	14-21-110-020-1304	46 SHILLER	50.00
ISRAEL, EDWARD	14-16-301-041-1202	46 SHILLER	50.00
ITKIN, ZELDA	11-31-301-048-1004	50 STONE	50.00
IVESTER, RAYMOND E.	26-07-103-040-0000	07 BEAVERS	50.00
IZENSTARK, LILLIAN L.	14-16-304-039-1124	46 SHILLER	50.00
JABLONOWSKI, EDWIN F. & ALMA	13-18-409-034-1002	38 ALLEN	50.00
JACKLIN, RICHARD	14-16-301-041-1637	46 SHILLER	50.00
JACKSON, JANE F.	14-21-110-035-1164	46 SHILLER	50.00
JACKSON, JULIUS	14-20-214-018-0000	46 SHILLER	50.00
JACOBS JR, EDWARD	17-04-216-064-1125	42 NATARUS	50.00
JACOBS, MAURICE	17-03-226-065-1212	42 NATARUS	50.00
JACOBSEN, JEANNE	14-06-120-005-1232	40 O'CONNOR	50.00
JACOBSON, LORRAINE	14-06-120-005-1116	40 O'CONNOR	50.00
JAKOB, ANTON	13-15-412-027-1009	30 WOJCIK	50.00
JAMBOR, FRANCES	13-18-411-005-1009	38 ALLEN	50.00
JAROSZ, HALINA	13-19-200-037-1008	38 ALLEN	50.00
JARZEBSKA, DANUTA S.D.	17-10-401-005-1431	42 NATARUS	50.00
JASZCZUR, JOSEPH	13-15-412-027-1005	30 WOJCIK	50.00
JENSEN, CHRISTINE M.	17-03-222-025-1157	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
JENSEN, NABEL G.	13-19-412-032-1006	38 ALLEN	50.00
JERCINOVIC, BRANKI	17-10-214-011-1434	42 NATARUS	50.00
JEWETT, JULIA T.	12-24-100-111-1032	36 BANKS	50.00
JOHNSON, HARRIET C.	14-21-110-020-1371	46 SHILLER	50.00
JOHNSON, JENNIE M.	25-10-419-017-0000	08 DIXON	50.00
JOHNSON, MARIE BELLAMY	17-09-410-014-1546	42 NATARUS	50.00
JOHNSON, WALBORG E.	17-09-410-014-1188	42 NATARUS	50.00
JONES, BLANCHE M.	25-11-300-017-0000	08 DIXON	50.00
JONES, HENRIETTA L.	25-11-300-030-0000	08 DIXON	50.00
JONES, VIRGIN	25-10-419-017-0000	08 DIXON	50.00
JORDAN, FRANCES	25-11-300-017-0000	08 DIXON	50.00
JOSEFSKI, GLADYS	13-17-107-203-1001	38 ALLEN	50.00
JOSEPH, ALBERT	17-03-214-014-1170	42 NATARUS	50.00
JOYCE, BERT B.	13-18-410-030-0000	38 ALLEN	50.00
JRZEFAK, TED	13-31-115-024-1008	36 BANKS	50.00
KADINGER, MARJORIE	17-10-400-012-1797	42 NATARUS	50.00
KAESEBERG, HELEN J.	12-23-426-035-1001	36 BANKS	50.00
KAGEN, IRVING	17-04-208-031-1072	42 NATARUS	50.00
KAHN, SIMON H.	14-05-203-011-1246	49 MOORE	50.00
KAJIWARA, CHIBA	14-21-110-020-1152	46 SHILLER	50.00
KALE, WINIFRED A.	14-16-301-041-1842	46 SHILLER	50.00
KALLIN, DONALD	17-03-222-018-0000	42 NATARUS	50.00
KAMBEROS, CONSTANCE	14-21-112-012-1014	46 SHILLER	50.00
KANE, MILDRED	14-06-212-006-0000	40 O'CONNOR	50.00
KANIA, PHILIP J.	11-32-200-034-1001	49 MOORE	50.00
KANTER, ETHEL	14-16-301-041-1829	46 SHILLER	50.00
KANTOWICZ, MORBERT	17-03-222-025-1126	42 NATARUS	50.00
KAPLAN, ADELLE R.	13-12-213-003-0000	40 O'CONNOR	50.00
KAPLAN, ARTHUR E.	17-03-226-065-1096	42 NATARUS	50.00
KAPLAN, BERTHA	14-21-110-020-1633	46 SHILLER	50.00
KAPLAN, MANDALL	17-03-211-022-1014	42 NATARUS	50.00
KAPLAN, MILDRED L.	10-25-427-014-0000	50 STONE	50.00
KAPOLAS, EVELYN	12-24-424-037-0100	36 BANKS	50.00
KARCH, MEYER	14-16-304-039-1062	46 SHILLER	50.00
KASPRZAK, ELEANOR A.	13-15-404-036-1009	30 WOJCIK	50.00
KATSIKAS, JOHN L.	13-31-118-040-1015	36 BANKS	50.00
KATZ, CHARLES	14-21-111-007-1181	46 SHILLER	50.00
KATZMAN, ETTA	17-03-204-063-1175	42 NATARUS	50.00
KAYE, NABEL	17-03-220-020-1414	42 NATARUS	50.00
KAYLOR, LOUISE I.	13-18-410-030-0000	38 ALLEN	50.00
KENAGA, HOWARD P.	13-31-118-041-1009	36 BANKS	50.00
KENNEDY, HELEN T.	17-16-424-004-1114	02 HATHCOCK	50.00
KEPNER, SHIRLEY	14-21-111-007-1291	46 SHILLER	50.00
KERNER, OLIVER	17-03-220-020-1434	42 NATARUS	50.00
KHOSHABA, BERTHA M.	17-10-400-012-1042	42 NATARUS	50.00
KIEWE, RUTH	17-10-200-065-1146	42 NATARUS	50.00
KING, RUTH M.	14-06-219-013-0000	40 O'CONNOR	50.00
KING, RUTH M.	25-11-300-018-0000	08 DIXON	50.00
KING, SYBIL I.	25-11-300-018-0000	08 DIXON	50.00
KIRSCHICK, ALBERT J.	11-31-303-039-0000	50 STONE	50.00
KIRSCH, IDA	13-12-220-036-0000	40 O'CONNOR	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KLAMMER, WEDMIG U.	17-04-207-086-1067	42 NATARUS	50.00
KLECKA, JOHN J.	19-27-401-038-1303	13 OLIVO	50.00
KLEGERMAN, IRVING	14-05-203-011-1277	49 MOORE	50.00
KLEIN, IHRIN	14-05-203-011-1066	49 MOORE	50.00
KLEIN, MEYER	13-12-113-065-1002	40 O'CONNOR	50.00
KLEINER, MORRY	11-31-302-085-1002	50 STONE	50.00
KLEWESKI, ELEANOR	13-19-404-087-1012	38 ALLEN	50.00
KLICKMAN, ELENORA A.	13-18-409-033-1036	38 ALLEN	50.00
KLINGER, KATHLEEN	13-17-107-195-1015	38 ALLEN	50.00
KLOC, JANE D.	13-18-409-034-1032	38 ALLEN	50.00
KLONDER, RAMONA	14-06-214-017-0000	40 O'CONNOR	50.00
KLUK, ALVINA	13-27-127-027-0000	30 WOJCIK	50.00
KOCH, HENRY R.	13-12-115-001-0000	40 O'CONNOR	50.00
KOGAN, BETTY	14-06-214-017-0000	40 O'CONNOR	50.00
KOLDS, MARY	17-03-200-063-1247	42 NATARUS	50.00
KOMENSKY, IRVING	13-11-420-042-1001	39 LAURINO	50.00
KONPERDA, JOHN F.	14-06-219-013-0000	40 O'CONNOR	50.00
KONITZER, MARIE I.	17-03-204-063-1064	42 NATARUS	50.00
KONOPKA, STELLA M.	12-14-112-025-1136	36 BANKS	50.00
KOPANKE, FRIEDA	13-15-411-027-1013	30 WOJCIK	50.00
KOPOL, MAURICE	14-06-218-014-1025	40 O'CONNOR	50.00
KORNACKER, SARAH S.	14-06-214-017-0000	40 O'CONNOR	50.00
KOSOVER, ANNA	13-12-114-061-1004	40 O'CONNOR	50.00
KOSTELNY, GEORGE	13-18-410-032-1002	38 ALLEN	50.00
KOSTYCZ, FLORENCE	12-23-224-043-1013	36 BANKS	50.00
KOTHICA, DOLORES C.	13-18-410-035-1015	38 ALLEN	50.00
KOVACEVIC, RADOSLAV	17-09-410-014-1234	42 NATARUS	50.00
KOVITZ, MOLLY	13-12-114-061-1002	40 O'CONNOR	50.00
KOWALSKI, ELEANOR	13-30-101-036-1011	36 BANKS	50.00
KRAKOVER, EVA	13-24-402-024-0000	47 SCHULTER	50.00
KRASHOW, FLORANCE	17-03-114-003-1164	42 NATARUS	50.00
KRAUS, PAUL L.	17-04-211-036-1019	42 NATARUS	50.00
KRETSKE, HARRIETTE S.	17-03-106-027-1012	42 NATARUS	50.00
KREZEL, LORRAINE	13-19-404-088-1001	38 ALLEN	50.00
KROHN, NEVA	17-03-220-020-1253	42 NATARUS	50.00
KRZYSAK, WALTER J.	13-28-216-027-0000	30 WOJCIK	50.00
KUHN, HELEN	17-10-200-065-1185	42 NATARUS	50.00
KUKULSKI, HELEN V.	13-19-412-032-1014	38 ALLEN	50.00
KUNICKIS, DORA E.	11-11-111-111-7777	47 SCHULTER	50.00
KUPFERBERG, IRVING	17-03-207-068-1062	42 NATARUS	50.00
KUPFERSCHNIDT, REGINA	14-05-203-011-1248	49 MOORE	50.00
KURSHENBAUM, ESTHER	13-12-115-001-0000	40 O'CONNOR	50.00
KURZ, HARRIET M.	13-18-410-034-1005	38 ALLEN	50.00
KUSHINO, BETTY	13-03-403-068-0000	39 LAURINO	50.00
KWASHICKI, STANLEY	13-18-409-022-0000	38 ALLEN	50.00
KYLES, JOSEPH H.	25-11-300-030-0000	08 DIXON	50.00
LAENLE, MILDRED M.	17-10-400-012-1129	42 NATARUS	50.00
LAKICH, VICTORIA	13-12-231-051-1003	40 O'CONNOR	50.00
LANG, VIRGINIA	13-17-117-038-1004	38 ALLEN	50.00
LANDL, BEVERLY P.	17-10-401-005-1077	42 NATARUS	50.00
LANDIS, BERNARD	13-12-231-046-0000	40 O'CONNOR	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
LANG, RBY	17-03-226-065-1016	42 NATARUS	50.00
LANGER, ANNA	13-12-213-066-1001	40 D'CONNOR	50.00
LANIER, DERDYCE S.	25-11-300-017-0000	08 DIXON	50.00
LARSON, BEN T.	17-04-207-087-1224	42 NATARUS	50.00
LASINE, ELAINE C.	17-03-222-023-1150	42 NATARUS	50.00
LAURIE, SUSANNA A.	12-14-112-025-1005	36 BANKS	50.00
LEAF, MARGERY	17-03-111-009-1055	42 NATARUS	50.00
LEAVITT, BEN	14-06-118-030-0000	40 D'CONNOR	50.00
LEAVITT, EVELYN	14-06-120-005-1123	40 D'CONNOR	50.00
LECKER, ABRAHAM	14-21-106-017-0000	46 SHILLER	50.00
LEDENE, JANE A.	13-15-416-048-1014	30 WOJCIK	50.00
LEFEBURE, MILDRED K.	14-21-101-035-1148	46 SHILLER	50.00
LEFF, SYLVIA D.	13-12-114-068-1002	40 D'CONNOR	50.00
LEFTWICH, HAROLD A.	17-10-401-005-1464	42 NATARUS	50.00
LEIB, EARL	13-12-120-045-0000	40 D'CONNOR	50.00
LEIBOVICH, ESTHER	14-06-213-014-0000	40 D'CONNOR	50.00
LEIBOWITZ, LEDN	14-06-214-017-0000	40 D'CONNOR	50.00
LEIBSON, BENTON E.	17-03-214-013-1018	42 NATARUS	50.00
LEMMERMAN, CARL J.	14-05-202-019-1030	49 MOORE	50.00
LESTER, ESTHER	14-05-203-011-1356	49 MOORE	50.00
LETCHINGER, HARVIN	11-31-301-045-1001	50 STONE	50.00
LEVI, ADOLPH	14-16-300-027-1023	46 SHILLER	50.00
LEVIN, MARY RUTH	14-06-219-013-0000	40 D'CONNOR	50.00
LEVINE, OSCAR	14-05-203-011-1285	49 MOORE	50.00
LEVINE, RUTH	11-29-308-020-1007	49 MOORE	50.00
LEVINSON, BETTY	17-03-202-061-1035	42 NATARUS	50.00
LEVINSON, LEONARD	14-21-101-034-1422	46 SHILLER	50.00
LEVY, EDYTHE W	14-21-110-020-1124	46 SHILLER	50.00
LEVY, HAROLD	14-05-202-019-1042	49 MOORE	50.00
LEVY, HAROLD	14-16-301-041-1337	46 SHILLER	50.00
LEVY, ROSELYN	17-09-410-014-1586	42 NATARUS	50.00
LEVY, SYNDUR	13-12-232-032-1004	40 D'CONNOR	50.00
LEWANDOWSKI, BOLESAN	14-21-101-034-1021	46 SHILLER	50.00
LEWANDOWSKI, RUTH F.	19-27-401-038-1227	13 OLIVO	50.00
LEZAN, IDELLE	14-21-111-007-1004	46 SHILLER	50.00
LICHTFUSS, ELIZABETH	13-18-409-033-1035	38 ALLEN	50.00
LIERBERMAN, SYLVIA	17-03-200-063-1220	42 NATARUS	50.00
LIFCHEZ, ZACK I.	17-10-401-005-1178	42 NATARUS	50.00
LIGUARI, JOHN & NANCY	13-24-402-024-0000	47 SCHULTER	50.00
LINDNER, FLORA	14-05-203-011-1322	49 MOORE	50.00
LINENAN, MARIE	14-06-213-014-0000	40 D'CONNOR	50.00
LIPKA, YETTA	11-31-302-083-1002	50 STONE	50.00
LIPMAN, ROSE	14-21-111-007-1117	46 SHILLER	50.00
LIPP, MOLLIE	14-05-203-011-1160	49 MOORE	50.00
LITMAN, DOROTHY	14-05-203-011-1101	49 MOORE	50.00
LOBERT, SOL	13-01-122-036-1013	50 STONE	50.00
LOEB, SAM	14-06-223-026-1006	40 D'CONNOR	50.00
LOKANC, JOSEPH A.	21-30-108-029-0000	07 BEAVERS	50.00
LOMASTRO, RICHARD	17-03-220-020-1565	42 NATARUS	50.00
LONDINSKI, ESTHER F.	14-06-212-006-0000	40 D'CONNOR	50.00
LORTHRIDGE, MARY H.	25-10-419-017-0000	08 DIXON	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
LUBIN, TILLIE	17-03-220-020-1683	42 NATARUS	50.00
LUCZAK, MINERVA M.	13-18-409-032-1021	38 ALLEN	50.00
LUDTKE, JOHN ZOFIA	13-30-101-036-1010	36 BANKS	50.00
LUDWIG, SAUL	13-12-114-069-1004	40 O'CONNOR	50.00
LUNA, ANGEL & JUANNA	13-24-402-024-0000	47 SCHULTER	50.00
LUND, LESLIE T.	14-21-110-020-1145	46 SHILLER	50.00
LUPTON, MARY B.	17-10-202-062-1075	42 NATARUS	50.00
LUTZ, FANNIE	14-05-203-011-1351	49 MOORE	50.00
LUTZ, LILLIAN L.	17-03-226-065-1181	42 NATARUS	50.00
LUTZ, LORRAINE J.	13-18-410-030-0000	38 ALLEN	50.00
MADSEN, ELEANOR J.	13-15-411-025-1017	30 WOJCICK	50.00
MAFFIA, ANTOINETTE	14-06-213-014-0000	40 O'CONNOR	50.00
MAGNUSON, MARIE J.	12-24-424-037-1005	36 BANKS	50.00
MAHON, MARY R.	13-18-411-006-1013	38 ALLEN	50.00
MAHONEY, EILEEN	14-06-213-014-0000	40 O'CONNOR	50.00
MALIK, MOORKHANU	14-20-214-018-0000	46 SHILLER	50.00
MALLEN, BELLE	14-21-111-007-1358	46 SHILLER	50.00
MALLIN, MILLIE	17-03-114-003-1081	42 NATARUS	50.00
MALLY, DONALD P.	13-15-416-048-1015	30 WOJCICK	50.00
MALNATI, DONNA M.	17-02-222-018-0000	42 NATARUS	50.00
MALNEKOFF, NATHAN S.	17-03-220-020-1632	42 NATARUS	50.00
MALONEY, FRANCIS J.	13-15-411-029-1018	30 WOJCICK	50.00
MANDARINO, FLORENCE	17-03-204-063-1177	42 NATARUS	50.00
MANDELL, VERA D.	14-06-214-017-0000	40 O'CONNOR	50.00
MARGOS, GUS C.	14-06-214-017-0000	40 O'CONNOR	50.00
MANKARIKUS, NEAL S.	17-03-226-065-1053	42 NATARUS	50.00
MANM, GERTRUDE A.	17-03-111-009-1028	42 NATARUS	50.00
MANM, IRENE E.	14-06-214-017-0000	40 O'CONNOR	50.00
MANSHRECK, MARTHA M.	14-16-300-032-1276	46 SHILLER	50.00
MANZIE, CAROLINE	12-14-112-025-1043	36 BANKS	50.00
MARCUCCI, BEATRICE	13-18-409-032-1043	38 ALLEN	50.00
MAREMONT, ADELIN S.	14-06-212-006-0000	40 O'CONNOR	50.00
MARGOSCI, EDWARD	12-14-112-025-1191	36 BANKS	50.00
MARINO, ANTOINETTE	13-18-409-033-1026	38 ALLEN	50.00
MARINO, LORETTA	12-14-112-025-1188	36 BANKS	50.00
MARKOFF, PAULETTE	17-10-400-012-1871	42 NATARUS	50.00
MARKE, MARCELLA	14-21-112-012-1146	46 SHILLER	50.00
MARKE, FRED & RUTH	17-10-202-063-1106	42 NATARUS	50.00
MARLAR, LEONA E.	12-14-112-025-1062	36 BANKS	50.00
MARLOVITZ, JOHN	13-17-107-194-1030	38 ALLEN	50.00
MARQUI, BERNICE	19-08-424-138-1004	23 ZALEWSKI	50.00
MARROTT, JACK	14-16-300-027-1032	46 SHILLER	50.00
MARSCH, ROSE	17-10-122-022-1045	42 NATARUS	50.00
MARU, CARMELO	17-27-401-038-1044	13 OLIVO	50.00
MARX, SUSI	14-05-203-011-1043	49 MOORE	50.00
MARZULLO, FIDELMENA	12-14-112-025-1123	36 BANKS	50.00
MASON, FRANCES L.	17-03-228-024-1060	42 NATARUS	50.00
MASON, BERTHA	14-16-302-030-1030	46 SHILLER	50.00
MATHES, ESTER M.	17-03-228-024-1067	42 NATARUS	50.00
MATTHEWS, HENRY B.	17-16-424-005-1045	02 HATHCOCK	50.00
MATZER, JOSEPH	13-18-410-030-0000	38 ALLEN	50.00

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SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MAYER, HELEN	13-18-411-005-1010	38 ALLEN	50.00
MAYER, MARIAN	11-29-320-051-1016	49 MOORE	50.00
MAYDL, FERNANDO J.	14-06-212-006-0000	40 O'CONNOR	50.00
MCCALL, VIVIAN L.	25-11-300-030-0000	08 DIXON	50.00
MCCAMBRIDGE, JOHN F.	13-31-118-039-1002	36 BANKS	50.00
MCCARTHY, WILLIAM R.	14-06-214-017-0000	40 O'CONNOR	50.00
MCCOY, MARY W.	25-02-211-058-0000	08 DIXON	50.00
MCDERMOTT, JAMES	13-15-404-036-1014	30 WDJCIK	50.00
MCELROY, CORRIE L.	25-11-300-017-0000	08 DIXON	50.00
MCFADDEN, HELEN	14-05-203-011-1001	49 MOORE	50.00
MCCILLICUDDY, JOAN	17-03-114-003-1066	42 NATARUS	50.00
MCCOVERN, OWEN	14-06-219-013-0000	40 O'CONNOR	50.00
MCCRAYIE, ANNE V.	11-32-111-010-0000	49 MOORE	50.00
MCINTYRE, VIDLET D.	25-11-300-020-0000	08 DIXON	50.00
MCKENZIE, ELIZABETH	19-15-228-078-0000	13 OLIVO	50.00
MCLAUGHLIN, LILLIANNE L.	17-03-204-064-1102	42 NATARUS	50.00
MCNAMUS, ROBERT L.	17-17-236-013-1026	27 BURNETT JR.	50.00
MCNICHAE, URSULA M.	19-27-401-038-1074	13 OLIVO	50.00
MCNAMARA, GENEVIEVE	19-08-426-019-1002	23 ZALEWSKI	50.00
MCNULTY, FLORENCE	10-36-100-011-1132	50 STONE	50.00
MCNULTY, LOUIS J.	25-11-300-030-0000	08 DIXON	50.00
MCDROBERTS, EARL	25-10-419-016-0000	08 DIXON	50.00
MEHR, JEROME	14-06-218-014-1062	40 O'CONNOR	50.00
MEISTER, JOHN R.	17-10-401-005-1731	42 NATARUS	50.00
MELL, BELLA	17-03-222-018-0000	42 NATARUS	50.00
MELONE, WILLIAM D.	13-31-107-024-1073	36 BANKS	50.00
MENARD, HELEN K.	13-18-409-033-1039	38 ALLEN	50.00
MENDELSON, RHODA S.	17-03-202-063-1015	42 NATARUS	50.00
MEROS, HELEN	13-31-107-024-1005	36 BANKS	50.00
MERTES, ELMER M.	13-17-107-195-1006	38 ALLEN	50.00
MESIRON, FREDA	17-03-202-061-1127	42 NATARUS	50.00
MESSER, ANNA	13-19-412-032-1010	38 ALLEN	50.00
METKE, MARIE A.	19-19-215-023-1001	23 ZALEWSKI	50.00
METZ, WILLIAM	19-15-230-069-0000	13 OLIVO	50.00
MEVES, VERA P.	14-05-202-019-1008	49 MOORE	50.00
MEYER, DOLORES	13-18-411-005-1029	38 ALLEN	50.00
MEYER, ERICH	14-16-304-039-1055	46 SHILLER	50.00
MEYER, EVELYN J.	13-18-410-033-1044	38 ALLEN	50.00
MEYER, LUCILLE M.	13-18-411-005-1001	38 ALLEN	50.00
MEYERS, FRANCES M.	13-15-411-029-1005	30 WDJCIK	50.00
MICELI, VIRGINIA	13-30-100-026-1009	36 BANKS	50.00
MICHEL, RUTH S.	14-06-213-014-0000	40 O'CONNOR	50.00
MINAILOVIC, ELISE	13-18-410-035-1036	38 ALLEN	50.00
MILAS, ANNE G.	13-19-200-008-0000	38 ALLEN	50.00
MILELLO, BETTY H.	12-14-112-025-1033	36 BANKS	50.00
MILLER, BETTY J.	25-11-300-017-0000	08 DIXON	50.00
MILLER, EDWARD J.	17-03-227-022-1057	42 NATARUS	50.00
MILLER, IRA	17-03-227-022-1020	42 NATARUS	50.00
MILLER, JOAN & HERBERT	17-03-207-068-1161	42 NATARUS	50.00
MILLER, JUDD	17-16-424-005-1050	02 HAITHCOCK	50.00
MILLER, KATE & MILTON	14-06-218-014-1026	40 O'CONNOR	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MILLER, OLIVE E.	17-04-207-086-1415	42 KATARUS	50.00
MILLER, ROBERT	17-04-209-043-1068	42 KATARUS	50.00
MINDOGUE, WILLIAM P.	14-06-214-017-0000	40 O'CONNOR	50.00
MINTZER, BEVERLY S.	13-01-122-036-1016	50 STONE	50.00
MIOBU, RENETTA	13-18-411-004-1013	38 ALLEN	50.00
MISERENDINO, ANNE E.	19-19-209-046-1004	23 ZALEWSKI	50.00
MISEVICH, JOHN J.	19-08-426-018-1004	23 ZALEWSKI	50.00
MISHKIN, LEONARD	14-21-112-012-1122	46 SHILLER	50.00
MITCHELL, ASHER J	13-12-231-052-1003	40 O'CONNOR	50.00
MLECZKO, BERNICE	13-31-107-024-1081	36 BANKS	50.00
MOEN, MARGIT D.	12-24-100-111-1014	36 BANKS	50.00
MOGILNER, SHIRLEY	17-03-221-003-0000	42 KATARUS	50.00
MOIZES, BERTHA	14-06-213-014-0000	40 O'CONNOR	50.00
MOLL, LILLIAN	14-16-301-041-1710	46 SHILLER	50.00
MOONEY, JOHN T.	19-18-215-038-1004	23 ZALEWSKI	50.00
MOORE, ANNA D.	13-18-409-034-1044	38 ALLEN	50.00
MORAN, ISABEL W	13-18-410-033-1028	38 ALLEN	50.00
MORDINI, MARY A.	13-15-411-028-1015	30 WDJCIK	50.00
MORGAN, VERNILE M.	17-03-101-022-0000	42 KATARUS	50.00
MORGAN, VIRGINIA D.	17-16-424-005-1040	02 HATHCOCK	50.00
MORI, MIRDSHIGE	14-21-110-020-1394	46 SHILLER	50.00
MORRIS, SOL	17-03-204-063-1114	42 KATARUS	50.00
MORROW, ALICE	13-15-404-039-1016	30 WDJCIK	50.00
MORTON, BEATRICE	25-11-300-017-0000	08 DIXON	50.00
MOSCONITZ, MAE	14-16-301-041-1501	46 SHILLER	50.00
MOSKAL, EVELYN	12-14-112-025-1181	36 BANKS	50.00
MOSKOVITZ, CHARLES	11-32-111-009-0000	49 MOORE	50.00
MOSS, BERTRAM B.	14-21-106-017-0000	46 SHILLER	50.00
MOSS, HARVEY J.	14-05-203-011-1161	49 MOORE	50.00
MOSSER, ALBERT	13-31-107-024-1064	36 BANKS	50.00
MUELLER, AGNES	13-18-409-033-1013	38 ALLEN	50.00
MUELLER, ROBERT F.	14-21-100-018-1336	46 SHILLER	50.00
MUENOW, ELMER E.	12-23-400-007-1020	36 BANKS	50.00
MULLEN, EUNICE	13-31-107-024-1009	36 BANKS	50.00
MULTACK, EDITH B.	19-27-401-038-1288	13 OLIVO	50.00
MUNSON, HARRY	14-06-208-006-1014	50 STONE	50.00
MYERS, VIRGINIA B.	13-18-409-032-1004	38 ALLEN	50.00
MYHRUN, MARGARET	17-03-222-018-0000	42 KATARUS	50.00
NAASE, MAX	13-18-410-035-1022	38 ALLEN	50.00
NAGEL, WALTER	17-03-220-020-1422	42 KATARUS	50.00
NAGY, DENES	17-10-202-063-1038	42 KATARUS	50.00
NAKAUCHI, MIWAKO	17-10-401-005-1225	42 KATARUS	50.00
NAPARSTECK, HAROLD	11-31-213-039-1022	40 O'CONNOR	50.00
NAPOLILLO, EUNICE L.	17-16-419-004-1231	02 HATHCOCK	50.00
NARDI, FRANCES	13-18-410-030-0000	38 ALLEN	50.00
NARROD, GLORIA	17-03-214-014-1048	42 KATARUS	50.00
NEFF, CATHERINE	14-06-213-014-0000	40 O'CONNOR	50.00
NEIMAN, MORTON	11-29-303-037-0000	49 MOORE	50.00
NEIMS, DR. IRVING	17-03-207-068-1061	42 KATARUS	50.00
NELSON, ESTHER	14-06-219-013-0000	40 O'CONNOR	50.00
NENIRON, BETTY	17-03-202-065-1109	42 KATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MESSIF, RUBY	17-03-207-061-1204	42 NATARUS	50.00
HETTERVILLE, CHRISTINE L.	25-11-300-020-0000	08 DIXON	50.00
HEWMAN, ROSE	14-05-203-011-1156	49 MOORE	50.00
HEWMAN, SYLVIA	14-06-213-014-0000	40 O'CONNOR	50.00
NICHOLS, JANE E.	14-21-101-035-1206	46 SHILLER	50.00
NICKSON, BETTY J.	14-06-212-006-0000	40 O'CONNOR	50.00
NICOLOPULOS, GUS	17-10-122-022-1340	42 NATARUS	50.00
NICOLOPULOS, ZACH	13-31-107-024-1003	36 BANKS	50.00
NIELSEN, JANET T.	17-10-200-068-1021	42 NATARUS	50.00
HODZENSKI, KAROL S.	13-11-420-040-1004	39 LAURIND	50.00
HOLAND, MARY H.	13-18-409-034-1025	38 ALLEN	50.00
HORNAN, DORIS A.	14-05-203-011-1171	49 MOORE	50.00
HONSTROM, FLORENCE C.	17-04-207-086-1280	42 NATARUS	50.00
HORTON, DORIS	17-03-112-033-1189	42 NATARUS	50.00
HOTARD, HELEN	13-30-100-026-1002	36 BANKS	50.00
HOTHEISEN, MARGARET	17-03-204-063-1023	42 NATARUS	50.00
HUMEZ, ANNE L.	13-12-222-062-1004	40 O'CONNOR	50.00
HUTTER, HARVEY	11-32-121-008-0000	49 MOORE	50.00
O'BRIEN, BERNARD M.	17-03-104-020-1018	42 NATARUS	50.00
O'BRIEN, GRACE	13-31-107-024-1007	36 BANKS	50.00
O'KEEFE, DOROTHY B.	19-19-209-040-1003	23 ZALEWSKI	50.00
O'KEEFE, CATHERINE	17-10-200-065-1003	42 NATARUS	50.00
O'LEARY, MARIE A.	13-20-207-036-1001	38 ALLEN	50.00
O'MALLEY JOAN E.	17-16-424-005-1035	02 HAITHCOCK	50.00
O'MALLEY, PATRICK L.	17-03-208-007-0000	42 NATARUS	50.00
O'NEARA, ALICE L.	14-06-208-006-1017	50 STONE	50.00
O'NEARA, JUNE F.	12-14-112-025-1034	36 BANKS	50.00
O'NEAL, ANN M.	19-19-209-048-1005	23 ZALEWSKI	50.00
DATES, JAMES F.	17-03-114-003-1102	42 NATARUS	50.00
ODWAZNY, MAE	13-15-404-036-1007	30 WJCICK	50.00
OLESKER, TOM	17-03-202-061-1006	42 NATARUS	50.00
OLIVER, JOANNE	25-11-300-030-0000	08 DIXON	50.00
OLSEN, LESTER B. & ANNE M.	12-14-101-053-1023	36 BANKS	50.00
OPITZ, MARIE K.	13-17-107-194-1029	38 ALLEN	50.00
ORLAND, ROSELLA	12-23-224-043-1006	36 BANKS	50.00
ORLOW, VALENTINE J.	14-06-214-017-0000	40 O'CONNOR	50.00
OROZCO, NANCY E.	14-05-203-011-1332	49 MOORE	50.00
OSHANA, ALICE V.	13-11-420-040-1002	39 LAURIND	50.00
OSTER, KATHARINA	13-18-410-035-1023	38 ALLEN	50.00
OSWALD, ADAM	13-18-410-035-1032	38 ALLEN	50.00
PAGDUNIS, DURANIA	13-12-200-048-0000	40 O'CONNOR	50.00
PAJU, SALME	13-18-411-005-1020	38 ALLEN	50.00
PALNER, KARL R.	34-34-343-343-5512	42 NATARUS	50.00
PANTER, IRWIN	17-03-108-016-1114	42 NATARUS	50.00
PAPPALARDO, EDNA	12-14-112-025-1141	36 BANKS	50.00
PARR, ARTHUR	14-06-213-014-0000	40 O'CONNOR	50.00
PASTORINO, MARIE A.	12-24-100-111-1040	36 BANKS	50.00
PATTON, HOWARD	25-11-300-030-0000	08 DIXON	50.00
PEATE, GLORIA	14-06-208-006-1019	50 STONE	50.00
PECK, ISADORE	13-12-228-056-1003	40 O'CONNOR	50.00
PEDERSEN, LAVERNE	13-18-411-005-1005	38 ALLEN	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
PEDROSO, ALDO	17-03-208-021-1107	42 NATARUS	50.00
PEISCHL, CECILIA R.	19-19-209-038-1005	23 ZALENSKI	50.00
PELKA, WANDA P.	12-23-224-043-1018	36 BANKS	50.00
PELL, ALLEN	11-32-109-011-0000	49 MOORE	50.00
PELLICORE, ALBERT P.	13-12-231-053-1001	40 O'CONNOR	50.00
PELOZA, ZORA K.	13-18-409-034-1017	38 ALLEN	50.00
PERLMAN, ANITA	17-03-202-061-1097	42 NATARUS	50.00
PERLMAN, RUTH	14-05-203-011-1292	49 MOORE	50.00
PERLOW, BERNARD	11-31-303-036-0000	50 STONE	50.00
PERNA, MADELINE	17-10-400-012-1518	42 NATARUS	50.00
PERRY, CHARLES B.	17-10-400-012-1710	42 NATARUS	50.00
PETELLA, MARY	13-31-118-035-1006	36 BANKS	50.00
PETERSON, DOROTHY	17-03-201-055-0000	42 NATARUS	50.00
PETKOS, MIKE	13-12-204-050-0000	40 O'CONNOR	50.00
PETRARCA, ANGELA	13-12-231-051-1002	40 O'CONNOR	50.00
PETRIE, DOROTHY B.	25-18-206-044-0000	19 RUGAI	50.00
PFLAUN, SHIRLEY B.	17-03-220-020-1228	42 NATARUS	50.00
PIELA, LOTTIE	13-18-411-005-1018	38 ALLEN	50.00
PILAS, GERALD	13-30-204-046-1004	36 BANKS	50.00
PIPER, ANNA J.	19-18-429-043-1004	23 ZALENSKI	50.00
PIRIE, JEAN	17-03-113-003-0000	42 NATARUS	50.00
PLADIS, GUSTAVE W.	13-11-200-040-1023	39 LAURIND	50.00
PLETICHA, DOROTHY A.	19-14-328-046-1005	13 OLIVO	50.00
POLACEK, KATHLEEN	17-04-209-043-1019	42 NATARUS	50.00
POLEK, JEAN L.	13-15-411-028-1007	30 WOJCIK	50.00
POLNIK, JOHN L.	13-18-410-035-1016	38 ALLEN	50.00
POMARANC, RUTH	17-16-423-002-1072	02 HATHCOCK	50.00
POMARANC, SOPHIE	17-03-220-020-1370	42 NATARUS	50.00
POOLE, THOMAS	17-09-410-014-1842	42 NATARUS	50.00
POPEIL, ELSIE L.	17-10-401-005-1165	42 NATARUS	50.00
PORTUGAL, IRENE	14-05-203-011-1362	49 MOORE	50.00
POTTER, LEON C.	25-10-419-017-0000	08 DIXON	50.00
POWELL, BERT	17-03-108-016-1073	42 NATARUS	50.00
POWROZEK, LUCILLE	13-20-219-037-1009	38 ALLEN	50.00
PRATH, MARIE F.	13-18-409-019-1009	38 ALLEN	50.00
PRESTON, MARYEA	13-31-107-024-1151	36 BANKS	50.00
PRICE, BERNICE	14-05-202-019-1094	49 MOORE	50.00
PRICE, HARRY H.	17-10-122-022-1444	42 NATARUS	50.00
PRICE, PATRICK J.	19-20-101-067-1003	23 ZALENSKI	50.00
PRIESTER, GLEN E.	17-10-401-005-1293	42 NATARUS	50.00
PRINZ, ESTHER W.	11-32-111-012-0000	49 MOORE	50.00
PRITKIN, RENEE Z.	17-10-105-014-1077	42 NATARUS	50.00
PRITZKER, JAY & MARIAN	17-03-208-005-0000	42 NATARUS	50.00
PROSS, FLORENCE	13-31-118-034-1004	36 BANKS	50.00
PRUCHNIK, MARY E.	13-03-403-141-0000	39 LAURIND	50.00
PYLE, EVELYN M.	25-18-206-044-0000	19 RUGAI	50.00
PYTKA, KATHRYN C.	13-18-410-035-1004	38 ALLEN	50.00
QUAGLIA, BETH	14-06-214-017-0000	40 O'CONNOR	50.00
RABIN, PEARL	17-03-202-065-1106	42 NATARUS	50.00
RADDATZ, ROBERT	17-16-419-004-1243	02 HATHCOCK	50.00
RADEK, EUGENIA C.	13-14-317-026-0000	35 COLON	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
RALLO, FLORENCE	19-20-101-067-1008	23 ZALENSKI	50.00
RAPPAPORT, MICHAEL	11-29-308-020-1005	49 MOORE	50.00
RATNER, GERALD	17-03-215-013-1508	42 NATARUS	50.00
RAVIN, ROSE	14-05-202-219-1005	49 MOORE	50.00
RAYNARD, GLORIA K.	14-05-203-012-1107	49 MOORE	50.00
READUS, JAMES W.	25-01-222-036-0000	07 BEAVERS	50.00
REED, MARJORIE	17-03-214-017-1011	42 NATARUS	50.00
REED, MARY D.	25-11-300-020-0000	08 DIXON	50.00
REED, DOLIA E.	13-24-402-024-0000	47 SCHULTER	50.00
REICH, STEVE & MARGRIT	17-03-202-065-1120	42 NATARUS	50.00
REINER, DELESE	13-19-404-087-1011	38 ALLEN	50.00
REIZMAN, ETHEL	10-36-210-040-0000	50 STONE	50.00
REINISH, ALEXANDER	14-06-213-014-0000	40 D'CONNOR	50.00
RENZ, PAULINE C.	19-36-302-036-1001	18 MURPHY	50.00
RESNICK, PHILIP	13-02-433-011-0000	39 LAURIND	50.00
RETTIG, GODFREY J.	19-08-426-019-1004	23 ZALENSKI	50.00
REZMAN, ANNIE E.	13-12-223-037-0000	40 D'CONNOR	50.00
RIAL, WILLIAM	17-03-220-020-1435	42 NATARUS	50.00
RICCIO, NELLE J.	19-27-401-038-1134	13 DLIUD	50.00
RICE, DUANE	17-03-208-021-1025	42 NATARUS	50.00
RICE, JOHN L.	21-30-108-029-0000	07 BEAVERS	50.00
RICHTER, ELMYN	14-06-214-017-0000	40 D'CONNOR	50.00
RINI, ANNA	12-24-400-041-1007	36 BANKS	50.00
RIPSTEIN, EDITH	13-12-115-045-0000	40 D'CONNOR	50.00
RISE, ROBERT J.	14-05-202-019-1043	49 MOORE	50.00
RISSMAN, BURTON R.	17-03-226-065-1082	42 NATARUS	50.00
RITSOS, GEORGE T.	17-03-111-009-1046	42 NATARUS	50.00
RITZ, PAUL	13-01-328-054-0000	40 D'CONNOR	50.00
RIVERS, DELPHIA L.	25-11-300-020-0000	08 DIXON	50.00
RIZZO, JOSEPH J.	19-18-302-074-1049	23 ZALENSKI	50.00
ROBBIN, HERMAN	14-05-203-011-1042	49 MOORE	50.00
ROBERTSON, ROBERT	14-06-213-014-0000	40 D'CONNOR	50.00
ROBOT, JUDITH	13-11-420-040-1003	39 LAURIND	50.00
ROE, FLORENCE	17-03-208-002-0000	42 NATARUS	50.00
ROER, BERNARD C.	17-04-211-036-1029	42 NATARUS	50.00
ROHRS, MARY	14-05-202-019-1036	49 MOORE	50.00
ROMANO, SARAH	13-18-410-035-1017	38 ALLEN	50.00
ROMZA, DANIEL F.	13-18-409-034-1013	38 ALLEN	50.00
ROSEN, IDA	14-05-203-011-1295	49 MOORE	50.00
ROSENBAUM, GABRIELLA	17-03-202-061-1071	42 NATARUS	50.00
ROSENBERG, NORMA K.	17-03-227-022-1156	42 NATARUS	50.00
ROSENBERG, SELMA	13-12-229-023-0000	40 D'CONNOR	50.00
ROSENBERGER, IRMGARD	14-05-203-011-1093	49 MOORE	50.00
ROSENBLUM BEATRICE	17-03-200-066-1033	42 NATARUS	50.00
ROSENHUTTER, MILDRED	17-10-105-014-1055	42 NATARUS	50.00
ROSENTHAL, BEN	14-05-203-011-1201	49 MOORE	50.00
ROSEWOOD, SYLVIA	14-05-203-011-1269	49 MOORE	50.00
ROSIN, JOSEPH	17-03-226-065-1017	42 NATARUS	50.00
ROSS, BORIS E. & SYLVIA M.	11-29-308-017-1024	49 MOORE	50.00
ROSS, HARRIET	10-25-427-017-0000	50 STONE	50.00
ROSS, MARION E.	19-15-228-050-0000	13 DLIUD	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
ROSS, MORRIS	11-31-303-045-0000	50 STONE	50.00
ROSS, RUTH L.	14-05-203-011-1289	49 MOORE	50.00
ROSS, SHIRLEY	14-06-212-006-0000	40 O'CONNOR	50.00
ROSS, SOL	17-03-220-020-1476	42 NATARUS	50.00
ROSSING, FRANCES M.	13-18-410-035-1026	38 ALLEN	50.00
ROTHSCHILD, ADELE M.	17-03-215-013-1073	42 NATARUS	50.00
ROTHSCHILD, VIGLA	17-03-202-063-1060	42 NATARUS	50.00
ROTHMAN, BETTY J.	11-31-301-026-0000	50 STONE	50.00
ROUSE, CAROLYNN	14-05-203-011-1372	49 MOORE	50.00
ROYER, MARY	13-31-107-024-1179	36 BANKS	50.00
ROZE, WALTER	13-15-411-028-1003	30 WOJCIK	50.00
ROZENSTRAUCH, LENA	11-31-302-046-0000	50 STONE	50.00
RUBIN, MYRNA	14-06-218-014-1036	40 O'CONNOR	50.00
RUBOVITS, RUTH	17-03-227-018-1091	42 NATARUS	50.00
RUDERMAN, DOROTHY	17-03-201-066-1081	42 NATARUS	50.00
RUDNICK, ELIZABETH J.	19-15-228-081-0000	13 OLIVO	50.00
RUDY, LEO & MARIA	12-14-112-025-1140	36 BANKS	50.00
RUKIN, MYNAN	13-01-122-036-1025	50 STONE	50.00
RUSKY, JEANNE	12-24-100-111-1011	36 BANKS	50.00
RUSSELL, FAY L.	14-05-203-011-1142	49 MOORE	50.00
RUSSELL, ROSE M.	13-17-107-194-1011	38 ALLEN	50.00
RUTKOWSKI, OLGA	13-31-107-024-1149	36 BANKS	50.00
RYCRAW, BERNICE	21-30-114-029-1147	07 BEAVERS	50.00
SABO, IRENE	12-14-112-025-1011	36 BANKS	50.00
SACHS, IRENE	17-03-226-065-1066	42 NATARUS	50.00
SAGE, JOSEPHINE	17-03-106-027-1047	42 NATARUS	50.00
SALCIDO, ELAINE	13-15-411-025-1020	45 LEVAR	50.00
SALCIDO, ELAINE	13-15-411-025-1020	45 LEVAR	50.00
SALEN, AINEE	14-05-202-019-1071	49 MOORE	50.00
SALOMON, MELVIN B.	17-04-211-033-1047	42 NATARUS	50.00
SAMPSON, LILLIAN	17-10-400-012-0000	42 NATARUS	50.00
SAMUELS, HOWARD	17-03-222-020-0000	42 NATARUS	50.00
SAMUELS, LESLIE M.	14-06-213-014-0000	40 O'CONNOR	50.00
SANDERS, ESTELLA	25-11-300-020-0000	08 DIXON	50.00
SANDIFER, RUSSELL	25-11-300-030-0000	08 DIXON	50.00
SANDLIN, LEROY	25-11-300-018-0000	08 DIXON	50.00
SANGER, ELAINE J.	17-03-214-014-1146	42 NATARUS	50.00
SAPONAR, JAIME M.	10-25-328-008-1058	50 STONE	50.00
SAPORITA, ALPHONSE	13-31-118-036-1006	36 BANKS	50.00
SAUNDERS, MARIE	13-01-122-036-1019	50 STONE	50.00
SAVINSKI, FRANK L.	13-20-219-037-1005	38 ALLEN	50.00
SAX, ARLINE B.	17-10-400-012-1141	42 NATARUS	50.00
SCHABERGER, HELEN T.	13-24-402-024-0000	47 SCHULTER	50.00
SCHACHTEL, DAVID	14-05-203-011-1046	49 MOORE	50.00
SCHALK, DELLA	13-15-412-026-1016	30 WOJCIK	50.00
SCHALK, KURT W.	19-18-302-074-1055	23 ZALENSKI	50.00
SCHAPS, HELEN	14-06-214-017-0000	40 O'CONNOR	50.00
SCHAEFFLER, MILTON M.	17-03-208-021-1090	42 NATARUS	50.00
SCHER, ROGER	17-03-215-013-1268	42 NATARUS	50.00
SCHNICK, ROSEMARY	17-03-215-013-1098	42 NATARUS	50.00
SCHIEBER, NATHAN L.	17-10-202-083-1027	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SCHILLER, SIDNEY S.	17-03-207-068-1073	42 NATARUS	50.00
SCHINBERG, SADYE E.	17-03-113-003-0000	42 NATARUS	50.00
SCHIRM, JANET	17-03-208-020-1011	42 NATARUS	50.00
SCHLANGER, IRENE T.	17-09-410-014-1148	42 NATARUS	50.00
SCHLESSINGER, SHIRLEY E.	17-10-400-012-1091	42 NATARUS	50.00
SCHLIEKIN, LEWIS M.	17-03-111-009-1047	42 NATARUS	50.00
SCHLOSBERG, ALICE E.	11-32-111-012-0000	49 MOORE	50.00
SCHLOSBERG, LESTER & HELFGOTT, HELEN	14-06-214-017-0000	40 D'CONNOR	50.00
SCHLOSSBERG, DEVORAH P.	17-03-220-020-1416	42 NATARUS	50.00
SCHONBERG, IRENE T.	17-03-226-065-1120	42 NATARUS	50.00
SCHONFELD, GENEVIEVE	19-15-230-062-0000	13 OLIVO	50.00
SCHONSTADT, BEN	17-03-204-064-1033	42 NATARUS	50.00
SCHRAGER, LUCILLE L	13-12-114-058-1004	40 D'CONNOR	50.00
SCHRAHL, WALTER	14-06-212-006-0000	40 D'CONNOR	50.00
SCHULTZ, ALEX	11-29-320-051-1009	49 MOORE	50.00
SCHULTZ, SBL	11-32-111-009-0000	49 MOORE	50.00
SCHNAB, ELLA	14-06-214-017-0000	40 D'CONNOR	50.00
SCHWAR, FRED	13-15-411-032-1004	30 WOJCIK	50.00
SCHWARTZ, MARSHALL	13-12-213-004-0000	40 D'CONNOR	50.00
SCHWARTZ, ROBERT	17-03-208-021-1046	42 NATARUS	50.00
SCHWARTZ, VERA I.	17-03-106-027-1019	42 NATARUS	50.00
SCIARY, MAURICE	17-03-202-061-1088	42 NATARUS	50.00
SCIARAFFA, ROSE D.	12-14-112-025-1149	36 BANKS	50.00
SCURIO, OLGA	19-15-230-050-0000	13 OLIVO	50.00
SEBEK, CHARLIE S.	19-08-424-135-1015	23 ZALEWSKI	50.00
SECHMAN, STELLA B.	13-17-103-203-1003	38 ALLEN	50.00
SEEDER, ESTHER	14-06-212-006-0000	40 D'CONNOR	50.00
SEGAL, ANNETTE	14-05-203-011-1303	49 MOORE	50.00
SEGUIN, EDWARD	25-19-300-044-1012	19 RUGAI	50.00
SEIDELMAN, ANNA E.	13-15-416-048-1001	30 WOJCIK	50.00
SEIRSKI, WIECZYSLAW	17-10-400-012-1545	42 NATARUS	50.00
SEKERA, MILDRED L.	11-32-111-008-0000	49 MOORE	50.00
SEROTA, PHYLLIS H.	17-03-227-022-1059	42 NATARUS	50.00
SHAFFER, FRANK J.	17-03-102-032-1020	42 NATARUS	50.00
SHANDOFF, ROSE M.	17-03-222-020-0000	42 NATARUS	50.00
SHAO, PAT	17-03-222-018-0000	42 NATARUS	50.00
SHAPIRO, DOLORES M.	19-27-401-038-1231	13 OLIVO	50.00
SHAPIRO, LOUIS	14-05-203-011-1164	49 MOORE	50.00
SHARDN, ARIE	17-03-220-020-1186	42 NATARUS	50.00
SHARDN, GERALDINE F.	11-32-111-008-0000	49 MOORE	50.00
SHAW, LOIS C.	14-06-214-017-0000	40 D'CONNOR	50.00
SHEAR, HARRY & ROMA	13-12-228-036-0000	40 D'CONNOR	50.00
SHELDON, ESTELLE D.	13-18-411-006-1021	38 ALLEN	50.00
SHER, HARRY	17-10-200-065-1283	42 NATARUS	50.00
SHER, HELEN I.	14-05-203-011-1100	49 MOORE	50.00
SHORE, HARRY	13-18-411-004-1001	38 ALLEN	50.00
SHORE, JACK	17-03-226-065-1067	42 NATARUS	50.00
SHROYER, MARY	17-10-200-065-1327	42 NATARUS	50.00
SHUCHROU, PATRICIA	17-04-207-086-1226	42 NATARUS	50.00
SHURPIT, JOANN J.	17-03-222-023-1206	42 NATARUS	50.00
SIBLEY, MIRAM	17-03-201-063-0000	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SIDER, WILL	17-03-214-014-1177	42 NATARUS	50.00
SIEGEL, LOIS B.	17-03-226-065-1078	42 NATARUS	50.00
SIEGEL, SYLVIA	17-03-202-061-1053	42 NATARUS	50.00
SIEGLER, JEANETTE	13-01-122-036-1009	50 STONE	50.00
SIGALOS, ELSIE G	13-18-410-033-1038	38 ALLEN	50.00
SILLS, MURRAY	14-06-218-014-1046	40 O'CONNOR	50.00
SILVERMAN-CARRAS, ROSELYN	17-03-214-014-1009	42 NATARUS	50.00
SILVERMAN, MORRIS	13-12-116-058-1003	40 O'CONNOR	50.00
SILVERSTEIN, OSCAR	14-06-219-013-0000	40 O'CONNOR	50.00
SINOW, JOY	17-03-222-023-1025	42 NATARUS	50.00
SINOW, MARY B.	14-05-203-011-1348	49 MOORE	50.00
SIMS, BERNICE	25-11-300-020-0000	08 DIXON	50.00
SIRAGUSA, ROSS	17-03-208-002-0000	42 NATARUS	50.00
SIRINSKY, KUBY	14-05-203-011-1137	49 MOORE	50.00
SIUDA, LUCILLE M.	13-17-107-194-1026	38 ALLEN	50.00
SKALJAK, MARY Q.	17-03-222-013-0000	42 NATARUS	50.00
SKIROW, MIRIAM	17-03-227-022-1184	42 NATARUS	50.00
SKOK, THOMAS	17-10-200-065-1231	42 NATARUS	50.00
SKONECZNY, TEOFILO	13-18-410-030-0000	38 ALLEN	50.00
SKURDS, HELEN	13-18-411-004-1026	38 ALLEN	50.00
SLOAN, JOHN S.	17-34-106-032-1023	02 HAITHCOCK	50.00
SLOBODA, EDWARD F.	12-24-100-111-1016	36 BANKS	50.00
SMITH, ELSIE R.	14-06-214-017-0000	40 O'CONNOR	50.00
SMITH, JOSEPH L.	25-10-419-017-0000	08 DIXON	50.00
SMITH, MINNIE B.	25-11-300-020-0000	08 DIXON	50.00
SMROKOWSKI, IRENE K.	13-18-411-006-1037	38 ALLEN	50.00
SNEED, EDWARD J.	17-34-106-032-1010	02 HAITHCOCK	50.00
SNIDER, MILTON J.	14-06-219-013-0000	40 O'CONNOR	50.00
SNITOVSKY, FLORENCE	13-12-214-043-0000	40 O'CONNOR	50.00
SNYDER, DOROTHY F.	17-16-419-004-1098	02 HAITHCOCK	50.00
SNYDER, PHYLLIS K.	13-18-409-034-1045	38 ALLEN	50.00
SOBELAK, STELLA	13-18-411-004-1028	38 ALLEN	50.00
SOBUL, CHARLOTTE	14-05-207-019-1119	49 MOORE	50.00
SOJKA, WALTER F.	19-18-302-074-1043	23 ZALEWSKI	50.00
SOLOMON, EDNA	17-03-226-065-1056	42 NATARUS	50.00
SOLOVEY, OLGA	12-14-112-025-1134	36 BANKS	50.00
SORKIN, EUGENE	14-06-214-017-0000	40 O'CONNOR	50.00
SORKIN, ANNETTE H.	13-02-420-047-1003	39 LAURIND	50.00
SOWA, STANLEY J.	17-03-220-020-1068	42 NATARUS	50.00
SPEAKER, DOLORES E.	13-18-409-033-1045	38 ALLEN	50.00
SPEISER, MARIA	13-12-116-058-1002	40 O'CONNOR	50.00
SPICER, MARY L.	25-11-300-017-0000	08 DIXON	50.00
SPIESS, MARYELLEN E.	17-10-200-065-1329	42 NATARUS	50.00
SPRING, ANNA H.	19-19-208-042-1001	23 ZALEWSKI	50.00
SPRESSER, B. G.	17-10-401-005-1489	42 NATARUS	50.00
ST. JOHN, MARY	13-24-402-024-0000	47 SCHULTER	50.00
STANG, HAZEL	14-06-218-014-1065	40 O'CONNOR	50.00
STANGL, DOROTHY C.	13-15-410-033-1001	30 WOJCIK	50.00
STARKOPF, ADAM AND PELA	17-03-114-003-1114	42 NATARUS	50.00
STEEL, HELEN	17-03-226-065-1037	42 NATARUS	50.00
STEFANOVIC, ANNELIESE	13-15-404-036-1013	30 WOJCIK	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
STEIN, BENJAMIN	17-03-108-016-1120	42 NATARUS	50.00
STEIN, CATHERINE H.	17-03-220-020-1159	42 NATARUS	50.00
STEIN, EDWARD B.	17-03-226-065-1022	42 NATARUS	50.00
STEIN, LILLIAN	10-36-210-040-0000	50 STONE	50.00
STEINER, HELEN E.	19-08-424-132-1002	23 ZALEWSKI	50.00
STEINKAMP, EDITH D.	17-10-400-012-1061	42 NATARUS	50.00
STEPHENS, JOSEPHINE	17-34-106-032-1004	02 HAITHCOCK	50.00
STEPHENS, NELLIE W.	25-11-300-017-0000	08 DIXON	50.00
STERN, MELBA M.	14-05-202-019-1114	49 MOORE	50.00
STEVENS, DORIS L.	17-10-400-012-1785	42 NATARUS	50.00
STIEVNO, LUCILLE	13-18-409-033-1020	38 ALLEN	50.00
STILTNER, RUTH	13-31-107-024-1199	36 BANKS	50.00
STOBART, HAROLD & GERTRUDE	14-06-120-005-1026	40 O'CONNOR	50.00
STOJEK, ISABELLA M.	12-14-112-025-1192	36 BANKS	50.00
STOKLOSA, EDWARD S.	12-23-224-043-1021	36 BANKS	50.00
STONE, JEROME	17-03-208-002-0000	42 NATARUS	50.00
STONE, NORMA	17-03-201-067-1040	42 NATARUS	50.00
STORAKO, JEANETTE J.	17-10-401-005-1296	42 NATARUS	50.00
STORZ, GERTRUDE	14-06-214-017-0000	40 O'CONNOR	50.00
STRALKA, FLORENCE	12-25-201-045-1009	36 BANKS	50.00
STREICH, ARNOLD J.	14-05-203-011-1280	49 MOORE	50.00
STROBA, DOROTHY E.	17-03-207-061-1087	42 NATARUS	50.00
STROM, EDWARD	14-05-202-019-1104	49 MOORE	50.00
STROMMNER, ELLEN E.	13-15-411-026-1014	30 WDJCIK	50.00
STROJNY, LEONARD	13-15-404-039-1009	30 WDJCIK	50.00
STRZELCZYK, SHIRLEY	19-19-215-023-1002	23 ZALEWSKI	50.00
STUERCKE, CONSTANCE	11-31-214-055-1008	49 MOORE	50.00
SULLIVAN, NELLE	14-06-213-014-0000	40 O'CONNOR	50.00
SULLIVAN, NORMAN D.	13-15-412-027-1007	30 WDJCIK	50.00
SUZUKI, RUTH	13-18-409-033-1011	38 ALLEN	50.00
SWADE, RUTH	17-03-114-003-1049	42 NATARUS	50.00
SWANSON, ROBERT W.	17-10-214-011-1013	42 NATARUS	50.00
SWERINGEN, JOHN E.	17-03-207-061-1033	42 NATARUS	50.00
SWIERK, JEAN M.	13-18-411-005-1017	38 ALLEN	50.00
SWIERZYNSKI, LUCJA	13-30-101-036-1003	36 BANKS	50.00
SWINMER, GERTRUDE	14-06-212-006-0000	40 O'CONNOR	50.00
SYKES, HEATON H.	17-03-114-004-1004	42 NATARUS	50.00
SZACSURY, FRANCES A.	19-15-119-036-1002	13 OLIVO	50.00
SZAYEVICZ, SIMON & PAULINE	13-12-223-038-0000	40 O'CONNOR	50.00
TANKIN, ROBERT	14-05-203-011-1135	49 MOORE	50.00
TANASH, DLGA	13-12-114-062-1004	40 O'CONNOR	50.00
TANKER, LIBBY	12-23-400-007-1016	36 BANKS	50.00
TANDUYE, TOSHI A.	13-15-411-028-1016	30 WDJCIK	50.00
TARUN, DONALD W.	17-03-207-068-1071	42 NATARUS	50.00
TATE, MARY	25-02-103-045-1003	08 DIXON	50.00
TAYLOR, ANNA	36-20-419-017-0000	08 DIXON	50.00
TAYLOR, CATHERINE R.	17-09-410-014-1013	42 NATARUS	50.00
TAYLOR, WAYMAN L.	25-10-419-016-0000	08 DIXON	50.00
TEICHMAN, NAOMI	13-12-115-034-0000	40 O'CONNOR	50.00
TEHNER, EVELYN	13-12-116-056-1002	40 O'CONNOR	50.00
TEPPER, NORMAN W.	17-03-226-065-1104	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
TERRIE, ARTHUR J.	25-11-300-020-0000	08 DIXON	50.00
TESCHER, GEORGE C	13-12-235-034-0000	40 O'CONNOR	50.00
THOMAS, LAWRENCE W.	17-10-214-011-1425	42 NATARUS	50.00
THOSS, VIRRELL	13-31-118-034-1006	36 BANKS	50.00
THURBER, THERESIA	21-30-415-008-0000	07 BEAVERS	50.00
TICHE, JEANNETTE V.	13-15-411-029-1016	30 WOJCIK	50.00
TILKIN, ELI & SHIRLEY	13-12-231-046-0000	40 O'CONNOR	50.00
TILSON, GAIL H.	13-31-124-050-1005	36 BANKS	50.00
TIMMERELLO, ROSS	13-18-409-033-1009	38 ALLEN	50.00
TIDGSON, PERFECTO I.	13-24-402-024-0000	47 SCHULTER	50.00
TORF, IRVING	13-01-122-036-1006	50 STONE	50.00
TORRI, EDDIE L.	13-18-409-034-1037	38 ALLEN	50.00
TOTARD, JEAN V.	13-18-411-005-1024	38 ALLEN	50.00
TOUHY, JAMES	14-06-214-017-0000	40 O'CONNOR	50.00
TOWNSEND, ROBERT E.	25-11-300-030-0000	08 DIXON	50.00
TRACY, JOHN P.	14-05-122-009-0000	40 O'CONNOR	50.00
TRACZI, NATALIE	13-17-107-203-1004	38 ALLEN	50.00
TRAUB, MYRA	17-04-424-051-1179	42 NATARUS	50.00
TRAUTMAN, ANNE M	19-18-302-074-1022	23 ZALEWSKI	50.00
TREMAINE, RICHARD S.	17-03-208-021-1013	42 NATARUS	50.00
TREZZO, ANTONIO	19-15-230-068-0000	13 OLIVO	50.00
TRUCK, MURIEL	14-06-212-006-0000	40 O'CONNOR	50.00
TRUELICK, ANNE	14-05-203-011-1004	49 MOORE	50.00
TUCHTEN, BARNEY	14-06-213-014-0000	40 O'CONNOR	50.00
TUCHTEN, IRWIN A	14-06-208-006-1010	50 STONE	50.00
TURNBOW, VIOLET M.	19-34-215-047-1002	18 MURPHY	50.00
TURRUBIARTES, VINCENT	12-25-201-045-1003	36 BANKS	50.00
TUTEUR, CHARLES	11-32-121-008-0000	49 MOORE	50.00
TYPLIN, LEE	14-05-203-011-1274	49 MOORE	50.00
TYREE, KATHLEEN	13-12-113-066-1002	40 O'CONNOR	50.00
UDELHOFFEN, LORRAINE	11-31-214-055-1005	49 MOORE	50.00
UKMAN, ALVIN	17-03-202-061-1043	42 NATARUS	50.00
ULREY, ELIZABETH	11-32-121-008-0000	49 MOORE	50.00
URNAN, DOROTHY	14-06-213-014-0000	40 O'CONNOR	50.00
UTTER, JOSEPHINE L.	12-14-112-025-1044	36 BANKS	50.00
VALENTINE, MARIE	13-19-404-087-1001	38 ALLEN	50.00
VALENTINO, RICHARD A.	13-22-219-024-0000	30 WOJCIK	50.00
VAN SICKLE, VIOLET M.	17-10-122-022-1241	42 NATARUS	50.00
VAN VLIERBERGHE, HELENA	11-31-303-043-0000	50 STONE	50.00
VANDERSRAETEN, PAULINE S	14-06-213-014-0000	40 O'CONNOR	50.00
VANSLAMBROUCK, ANN M.	13-03-109-030-0000	39 LAURINO	50.00
VARPA, AUSEKLIS.	11-29-303-023-0000	49 MOORE	50.00
VASICEK, CATHERINE L.	19-19-208-050-1030	23 ZALEWSKI	50.00
VAZQUEZ, ROSA	13-24-402-024-0000	47 SCHULTER	50.00
VERDONE, MARIE & MARION	13-18-410-035-1020	38 ALLEN	50.00
VERNER, MARJORIE M.	25-11-300-017-0000	08 DIXON	50.00
VINCENT, GERALDINE E.	17-34-106-032-1011	02 HATHCOCK	50.00
VITALE, CAROLE I.	19-14-328-046-1007	13 OLIVO	50.00
VOGT, ELSIE	12-14-112-025-1026	36 BANKS	50.00
VOLCHENBAUM, BESSIE	14-06-208-006-1011	50 STONE	50.00
VOLZ, LOUISE	13-19-412-032-1009	38 ALLEN	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
VONDRUSKA, THEODORA	13-31-118-039-1010	36 BANKS	50.00
WALCZAK, AGATHA	19-15-228-075-0000	13 OLIVO	50.00
WALEN, FANNIE	14-05-203-011-1112	49 MOORE	50.00
WALL, ANDREW P.	19-14-328-046-1003	13 OLIVO	50.00
WALLENSTEIN, SIDNEY	17-03-202-063-1151	42 NATARUS	50.00
WALLER, BEATRICE	14-06-212-006-0000	40 O'CONNOR	50.00
WALSH, OTTAVIAN L.	13-24-402-024-0000	47 SCHULTER	50.00
WALTERS, FLORENCE M.	17-03-202-063-1103	42 NATARUS	50.00
WARD, RANDLE J.	25-11-300-017-0000	08 DIXON	50.00
WARE, HELEN	14-06-120-005-1008	40 O'CONNOR	50.00
WARE, IRWIN & CAROL	17-03-111-009-1021	42 NATARUS	50.00
WARREN, JIMELLA	25-11-300-020-0000	08 DIXON	50.00
WASCO, JULIA M.	13-03-109-026-0000	39 LAURIND	50.00
WASSERMAN, MORRIS M.	13-01-122-036-1018	50 STONE	50.00
WATKINS, LEE	25-11-300-020-0000	08 DIXON	50.00
WAVERING, ELAINE P.	13-17-107-209-1018	38 ALLEN	50.00
WEBBER, DALE	13-18-409-033-1019	38 ALLEN	50.00
WEBER, GEORGE	19-19-209-043-1003	23 ZALEWSKI	50.00
WEBER, SEYMOUR	14-06-213-014-0000	40 O'CONNOR	50.00
WEBER, WERNER	17-04-222-062-1209	42 NATARUS	50.00
WEEKS, RUTH	14-06-214-017-0000	40 O'CONNOR	50.00
WEIBELER, CLARA B.	17-10-122-022-1351	42 NATARUS	50.00
WEINER, MORRIS	17-03-202-061-1086	42 NATARUS	50.00
WEINFELD, EDWIN E.	17-03-226-065-1157	42 NATARUS	50.00
WEINGART, HILDA	17-03-200-063-1216	42 NATARUS	50.00
WEINSTEIN, ETHEL F.	14-05-203-011-1039	49 MOORE	50.00
WEINSTEIN, JUNE A.	17-03-220-020-1407	42 NATARUS	50.00
WEINSTEIN, HAYER	17-03-208-021-1011	42 NATARUS	50.00
WEISENBERG, J.D.	17-03-215-013-1409	42 NATARUS	50.00
WEISS, BETTY J.	17-03-202-063-1124	42 NATARUS	50.00
WEISS, RAYDA	13-12-223-037-0000	40 O'CONNOR	50.00
WEISSBERG, MILTON	13-12-119-040-0000	40 O'CONNOR	50.00
WELSH, FRANK M.	13-02-102-046-1002	39 LAURIND	50.00
WERBO, MELLA K.	13-02-430-043-1004	39 LAURIND	50.00
WERCUM, WALTER	14-05-203-011-1243	49 MOORE	50.00
WERTHEIMER, ELEANOR	17-03-204-064-1080	42 NATARUS	50.00
WESTCOTT, ROBERT F.	17-10-401-005-1667	42 NATARUS	50.00
WHALEN, JULIA	25-11-300-017-0000	08 DIXON	50.00
WHISTON, HILDEGARDE	13-15-404-039-1007	30 WDJCIK	50.00
WHITE, EDWARD M.	17-03-204-063-1011	42 NATARUS	50.00
WHITE, EDWARD T.	13-12-116-059-1003	40 O'CONNOR	50.00
WHITE, FANNIE M.	25-10-419-016-0000	08 DIXON	50.00
WHITE, ILSE	17-03-106-028-1054	42 NATARUS	50.00
WHITE, JAMES R.	17-10-401-005-1393	42 NATARUS	50.00
WHITFIELD, ALLAN	17-04-208-031-1113	42 NATARUS	50.00
WHITING, WILLIE	17-10-202-083-1031	42 NATARUS	50.00
WICHT, IDA	13-12-222-059-1002	40 O'CONNOR	50.00
WIDEKIS, JOHN G.	19-19-202-075-1008	23 ZALEWSKI	50.00
WILKERSON, MYRTLE	13-24-402-024-0000	47 SCHULTER	50.00
WILKINS, LEDNA B.	17-10-401-005-1200	42 NATARUS	50.00
WILLHOITE, BETTY	17-03-220-020-1386	42 NATARUS	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIH NUMBER	ALDERMAN	AMOUNT
WILLIAMS, ALBERT	20-36-124-035-1007	08 DIXON	50.00
WILLIAMS, FRANK	13-20-109-045-1007	38 ALLEN	50.00
WILLIAMS, GEORGE W.	17-16-424-005-1027	02 HAITHCOCK	50.00
WILLIAMS, HERBERT G.	17-10-401-005-1325	42 NATARUS	50.00
WILLIAMS, JOHN P.	17-10-400-012-1110	42 NATARUS	50.00
WILLIAMS, VELMA D.	11-32-200-034-1012	49 MOORE	50.00
WILSON, LEAH	14-05-202-019-1039	49 MOORE	50.00
WILSON, MATTIE H.	20-34-413-024-0000	06 STEELE	50.00
WILSON, RUTH E.	14-05-203-011-1103	49 MOORE	50.00
WINCZO, MARION JAN	19-08-427-011-1004	23 ZALEWSKI	50.00
WING, LIN	11-32-111-009-0000	49 MOORE	50.00
WISHINSKY, JENDOSHUA	13-12-232-004-0000	40 O'CONNOR	50.00
WISZOWATY, HELEN J.	17-03-222-020-0000	42 NATARUS	50.00
WITT, DIANA	14-05-203-011-1233	49 MOORE	50.00
WITTE, ANN M.	13-18-409-034-1001	38 ALLEN	50.00
WITTE, MARION	11-32-111-010-0000	49 MOORE	50.00
WOJCIAK, FILOMENA	13-20-219-037-1012	38 ALLEN	50.00
WOJENOCKI, LEONARD	13-30-204-046-1014	36 BANKS	50.00
WOLFF, DOROTHY	14-05-203-011-1074	49 MOORE	50.00
WOLIN, LEDA	17-04-211-033-1074	42 NATARUS	50.00
WOLKE, MARSHALL	17-03-114-003-1096	42 NATARUS	50.00
WOOD, NORMA	14-06-213-014-0000	40 O'CONNOR	50.00
WOODWARD, MORTON	17-03-200-063-1087	42 NATARUS	50.00
WOZNIAK, JAMINA	13-18-411-006-1006	38 ALLEN	50.00
WREN, JEWEL	25-10-419-016-0000	08 DIXON	50.00
WRIGHT, CHRISTINE	17-16-424-007-1046	02 HAITHCOCK	50.00
WRIGHT, MARY K.	17-09-410-014-1703	42 NATARUS	50.00
WRONA, BERNICE J	19-18-302-074-1004	23 ZALEWSKI	50.00
YAMAMOTO, RUTH Y.	13-12-220-039-0000	40 O'CONNOR	50.00
YAMASAKI, MARY	17-09-410-014-1591	42 NATARUS	50.00
YANOFF, MORRIS	14-06-214-017-0000	40 O'CONNOR	50.00
YASHON, DOROTHY	13-12-228-055-1003	40 O'CONNOR	50.00
YASSINGER, MARGETH	17-04-216-064-1045	42 NATARUS	50.00
YEP, ROSE	13-15-412-028-1007	30 WOJCIAK	50.00
YOUNG, CLARE	14-06-219-013-0000	40 O'CONNOR	50.00
YOUNG, FLAVE	17-03-214-014-1184	42 NATARUS	50.00
YOUNG, MARIE	14-06-213-014-0000	40 O'CONNOR	50.00
YUKHAMMA, SABA	10-25-328-008-1039	50 STONE	50.00
ZABOROWSKI, CATHERINE	14-06-219-013-0000	40 O'CONNOR	50.00
ZACHAR, VICTORIA D.	19-19-114-033-1014	23 ZALEWSKI	50.00
ZACHARAU, PATRICIA	14-06-218-014-1067	40 O'CONNOR	50.00
ZAHN, FRIEDA	17-03-202-061-1067	42 NATARUS	50.00
ZANDOTTI, MARTHA K.	12-14-112-025-1088	36 BANKS	50.00
ZANDZIK, WALTER	11-29-102-001-0000	49 MOORE	50.00
ZAREMSKI, EUGENIA J.	13-20-207-036-1007	38 ALLEN	50.00
ZAREMSKI, MORRIS	13-12-213-003-0000	40 O'CONNOR	50.00
ZAWADA, EDWARD	13-30-204-046-1009	36 BANKS	50.00
ZELDEN, ALICE	14-05-203-011-1210	49 MOORE	50.00
ZELLMAN, FRANCES	17-03-204-064-1114	42 NATARUS	50.00
ZENEL, JACK A.	14-06-213-014-0000	40 O'CONNOR	50.00
ZENGULIS, MARTHA A.	13-18-409-034-1028	38 ALLEN	50.00

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REPORTS OF COMMITTEES

19153

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ZIFF, MARION D.	17-03-200-063-1026	42 NATARUS	50.00
ZILBERBORD, SAMUEL	14-06-120-005-1231	40 O'CONNOR	50.00
ZIMMERMAN, HAZEL G.	17-03-111-005-0000	42 NATARUS	50.00
ZITMAN, HY	17-03-114-003-1073	42 NATARUS	50.00
ZIVIN, ALMA	17-03-114-003-1030	42 NATARUS	50.00
ZLATNIK, MICHAEL	14-05-202-019-1106	49 MOORE	50.00
ZWIER, BERNICE	13-20-105-051-1003	38 ALLEN	50.00
ZYNIICKI, ROBERT A.	13-30-101-036-1017	36 BANKS	50.00
		* TOTAL AMOUNT	74,350.00

(Continued from page 19123)

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account No. 314-99-2005-9148-0938:

[List of claimants printed on pages 19155
through 19156 of this Journal.]

3/26/96

REPORTS OF COMMITTEES

19155

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 3/26/96

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ASTOR INCORPORATED	11	SEMI-ANNUAL 94	412.50	CHARLES BERNARDINI	43
ASTOR VILLA CONDOMINIUM ASSN.	49	SEMI-ANNUAL 94	1,837.50	CHARLES BERNARDINI	43
BEEKMAN PLACE HOMEOWNERS ASSN.	42	SEMI-ANNUAL 94	1,575.00	BURTON F. NATARUS	42
BELL TOWER CONDOMINIUM	16	SEMI-ANNUAL 94	540.00	GINGER RUGAI	19
BIRCH TREE MANOR CONDO ASSOC	18	SEMI-ANNUAL 94	675.00	BRIAN G. DOHERTY	41
BIRCHTREE MANOR CONDOMINIUM	18	SEMI-ANNUAL 94	675.00	BRIAN G. DOHERTY	41
CAMDEN COURT CONDO ASSN.	23	SEMI-ANNUAL 94	690.16	GINGER RUGAI	19
CARL SANDBURG VILLAGE	567	SEMI-ANNUAL 94	11,883.15	BURTON F. NATARUS	42
CAROUSEL COURT CONDO ASSOC	30	ANNUAL 94	2,250.00	PATRICK J. LEVAR	43
CHATHAM GROVE CONDO ASSN.	40	SEMI-ANNUAL 94	930.00	JOHN D. STEELE	06
CHATHAM PARK VILLAGE CONDO	552	SEMI-ANNUAL 94	10,263.00	JOHN D. STEELE	06
CONSERVATORY CONDOMINIUM ASSN.	39	SEMI-ANNUAL 94	1,462.50	CHARLES BERNARDINI	43
COURTYARD CONDOMINIUM ASSOC.	18	SEMI-ANNUAL 94	540.00	FRANK OLIVO	13
DEARBORN TERRACE CONDO. ASSN.	16	SEMI-ANNUAL 94	600.00	BURTON F. NATARUS	42
EDISON PARK CONDO ASSN.	10	SEMI-ANNUAL 94	375.00	BRIAN G. DOHERTY	41
EDISON VILLA CONDO ASSOC.	9	SEMI-ANNUAL 94	337.50	BRIAN G. DOHERTY	41
FAULKNER HOUSE CONDOMINIUM	224	SEMI-ANNUAL 94	2,692.44	BURTON F. NATARUS	42
FIFTEEN-THIRTY NORTH STATE	12	SEMI-ANNUAL 94	450.00	BURTON F. NATARUS	42
FOUR CORNER III CONDO. ASSN.	6	SEMI-ANNUAL 94	225.00	TONI PRECKWINKLE	04
FRIENDLY VILLAGE NUMBER TWO	18	SEMI-ANNUAL 94	534.00	BRIAN G. DOHERTY	41
GILL PARK COOPERATIVE	260	SEMI-ANNUAL 94	6,508.39	HELEN SHILLER	46
GLENMONT COURT CONDO. ASSN.	24	SEMI-ANNUAL 94	900.00	BRIAN G. DOHERTY	41
GREENWOOD WEST CO-OPERATIVE	36	SEMI-ANNUAL 94	1,023.00	BARBARA HOLT	05
LABELLA CASA CONDOMINIUM	12	SEMI-ANNUAL 94	450.00	GINGER RUGAI	19
LAFAYETTE PLAZA HOUSING COOP	196	SEMI-ANNUAL 94	3,556.00	JOHN D. STEELE	06
LAKE POINT TOWER CONDO. ASSN.	874	SEMI-ANNUAL 94	32,775.00	BURTON F. NATARUS	42
LAKE TERRACE CONDOMINIUM	360	SEMI-ANNUAL 94	3,762.50	WILLIAM M. BEAVERS	07
LAKE TERRACE TOWNHOME OWNERS'	42	SEMI-ANNUAL 94	1,575.00	JOE MOORE	49
LOWELL HOUSE CONDO ASSOC.	252	SEMI-ANNUAL 94	4,397.64	BURTON F. NATARUS	42
LUNT-LAKE APARTMENT TRUST	88	SEMI-ANNUAL 94	2,826.00	JOE MOORE	49
MERRIMAC SQUARE CONDO. ASSN. III	50	SEMI-ANNUAL 94	1,395.00	THOMAS ALLEN	38
MONT CLAIR CONDO. ASSOC.	6	SEMI-ANNUAL 94	225.00	HELEN SHILLER	46
NEWBERRY PLAZA CONDO. ASSOC.	624	SEMI-ANNUAL 94	16,995.00	BURTON F. NATARUS	42
NEWPORT CONDOMINIUM ASSN.	728	SEMI-ANNUAL 94	9,900.00	TONI PRECKWINKLE	04
NORWOOD COURTS CONDO. ASSN.	120	SEMI-ANNUAL 94	3,515.36	PATRICK J. O'CONNOR	40
OGDEN PK. PLACE OWNERS ASSOC.	16	SEMI-ANNUAL 94	600.00	CHARLES BERNARDINI	43
OLCOTT VISTA CONDO ASSOC	9	SEMI-ANNUAL 94	337.50	WILLIAM JP BANKS	36
PAXTON ARMS CONDO. ASSOC.	19	SEMI-ANNUAL 94	712.50	BARBARA HOLT	05
SOUTH HOMAN CONDO ASSN.	8	SEMI-ANNUAL 94	300.00	EDWARD M. BURKE	14
SPRINGFIELD COURT CONDO. ASSN.	8	SEMI-ANNUAL 94	300.00	FRANK OLIVO	13
SUMMERDALE CONDO ASSOC.	24	SEMI-ANNUAL 94	900.00	MARY ANN SMITH	48
SUMMERDALE CONDOMINIUM	18	SEMI-ANNUAL 94	675.00	PATRICK J. O'CONNOR	40
THE BANCROFT CONDOMINIUM	182	SEMI-ANNUAL 94	5,256.12	BURTON F. NATARUS	42
THE DARLEN APARTMENT CONDO	222	SEMI-ANNUAL 94	3,780.00	BERNARD J. HANSEN	44
THE PLAZA ON DEWITT CONDO. ASSN	407	SEMI-ANNUAL 94	5,474.00	BURTON F. NATARUS	42

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 3/26/96

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
THE TOWERS CONDOMINIUM ASSOC.	198	SEMI-ANNUAL 94	2,675.00	BURTON F. NATARUS	42
WESTGATE CENTER CONDOMINIUM	35	SEMI-ANNUAL 94	1,006.40	WALTER BURNETT JR.	27
WILLIAMSBURG CONDOMINIUM	18	SEMI-ANNUAL 94	675.00	BRIAN Q. DOHERTY	41
100 E. WALTON CONDO ASSOC.	249	SEMI-ANNUAL 94	4,620.00	BURTON F. NATARUS	42
100 EAST HURON ST.	205	SEMI-ANNUAL 94	7,687.50	BURTON F. NATARUS	42
1110 N. LAKE SHORE DRIVE	74	SEMI-ANNUAL 94	2,775.00	BURTON F. NATARUS	42
1248-54 W. THORNDALE CONDO.	10	SEMI-ANNUAL 94	375.00	MARY ANN SMITH	48
1427-29 ROSEMONT CONDOMINIUM	6	SEMI-ANNUAL 94	225.00	PATRICK J O'CONNOR	40
1921 N KENMORE CONDO. ASSN.	6	SEMI-ANNUAL 94	225.00	CHARLES BERNARDINI	43
2626 LAKEVIEW CONDO ASSOC	491	SEMI-ANNUAL 94	9,510.00	CHARLES BERNARDINI	43
3600 CONDOMINIUM ASSOCIATION	640	SEMI-ANNUAL 94	7,127.46	HELEN SHILLER	46
4414-16 N. ASHLAND CONDO.	16	SEMI-ANNUAL 94	600.00	EUGENE C. SCHULTER	47
5139-43 N. EAST RIVER RD.	72	SEMI-ANNUAL 94	2,700.00	BRIAN Q. DOHERTY	41
5940 BUILDING ASSOCIATION	13	SEMI-ANNUAL 94	487.50	BRIAN Q. DOHERTY	41
6425-27 NEWGARD CONDOMINIUM	6	SEMI-ANNUAL 94	225.00	PATRICK J O'CONNOR	40
6830-32 PAXTON CONDOMINIUM	6	SEMI-ANNUAL 94	225.00	BARBARA HOLT	05
708-14 W. WELLINGTON CONDO.	14	SEMI-ANNUAL 94	312.00	BERNARD J. HANSEN	44
7901-11 ELLIS CONDOMINIUM	18	SEMI-ANNUAL 94	658.80	LORRAINE L DIXON	08
899 S. PLYMOUTH COURT CONDO	250	SEMI-ANNUAL 94	3,959.32	MADELINE HAITHCOCK	02
990 N. LAKE SHORE DRIVE	145	SEMI-ANNUAL 94	4,285.00	BURTON F. NATARUS	42

Do Not Pass -- SUNDRY CLAIMS FOR
VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, March 26, 1996.

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:

Adler Tool and Manufacturing, Inc.

Alexander, Nina

Anderson, Ardrea Lavonda

Babicz, Angie

Beard, Earl P., Jr. and American Family Insurance

Berg, Irwin and State Farm Insurance Company

Bertrand, Catherine E.

Blackmun, Timothy and State Farm Insurance Company

Bowers, Paul G.

Burt, Sherita and Allstate Insurance Company

Cheng, Li-Hung

Cox, James F.

Curry, Cynthia and State Farm Insurance Company

Dixon, Willie and Denise and State Farm Mutual Insurance Company

Gardley, James, Jr.

Gilbert, Vanessa M.

Guilfoyle, Michael J.

Hellstrae, Ruth M.

Henderson, Andrew L.

Hoekstra, Judd Derek

Huladek, Wayne and Farmers Insurance Group

Ideal Coffee Company

Johnson, Ardeen M.

Johnson, Darlene

Jones, Clinton F.

Larry, Crystal and State Farm Insurance Company

Leato, Raymond J.

Lostroscio, Anthony C. and Farmers Insurance Group

Love, George

Meisels, Henry and State Farm Insurance Company

Miller, Frankie

Morris, Marlon and Allstate Insurance Company

Munoz, Maria

Murdoch, Robert L.

Pairs, Joseph S.

The Peoples Gas, Light and Coke Company (5)

Popa, Ana

Raines, Deroi

Ranieri, Deborah Ann

Redell, Raymond F.

Rhodes, Marguerite

Rooks, Karen P.

Rowry, Rhoda Jenell

Saint Paul's Church by the Lake

Santiago, Carlos M.

Schardein, Bradley A.

Sheffield, Lasonya and Christopher McIntosh

Small Gordon Phillip

Stewart, Carlylye and Allstate Insurance Company

Torres, John

Vavallo, Filippo

Verdin, Joanna

Washington, Connie Haynes

Wiekerson, Carrie

Wister, Leo W.

Wright, Bruce

Young, John and Earline Ruffin

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schuler, M. Smith, Moore -- 43.

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, March 26, 1996.

To the President and Members of the City Council:

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

- A. Aspira Inc., of Illinois
April 12, 1996 -- citywide;

- B. Greater Chicago Chapter VietNow
April 20 and 21, 1996 -- citywide;
- C. American Legion/Department of Illinois
May 23 and 24, 1996 -- citywide;
- D. Jewish War Veterans
May 23 and 24, 1996 -- citywide; and
- E. Southwest Young Men's Christian Association of
the Young Men's Christian Association of Metropolitan
Chicago, April 12 and 13, 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 *Placed on File*.

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**AMENDMENT OF TITLE 9 OF MUNICIPAL CODE OF CHICAGO
TO EXPAND ADMINISTRATIVE ADJUDICATION PROGRAM
TO INCLUDE VEHICLE EQUIPMENT VIOLATIONS.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing amendments to various sections of Title 9 of the Municipal Code of Chicago necessary to expand the administrative adjudication program to include vehicle equipment violations, and having been presented with a proposed substitute ordinance by the Department of Law, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-4-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in *italics*, as follows:

9-4-010 Definitions.

Whenever the following words and phrases are used in chapters 9-4 through 9-100, they shall have the meanings respectively ascribed to them in this section:

"Abandoned vehicle" means any vehicle that: (a) is in such a state of disrepair as to render the vehicle incapable of being driven in its present condition or (b) has not been moved or used for seven consecutive days and is apparently deserted.

"Adjudication by mail" means an administrative process by which a registered owner of a vehicle or his attorney may submit documentary evidence by mail to a hearing officer in order to contest liability for a parking *or compliance* violation.

"Administrative hearing" means a hearing in person before a hearing officer at which a registered owner of a vehicle or his attorney may contest liability for a parking *or compliance* violation.

"Alley" means a public way intended to give access to the rear or side of lots or buildings and not intended for the purpose of through vehicular traffic.

"Authorized emergency vehicle" means any vehicle of any fire department or police department and any repair, service or other emergency vehicle of a governmental agency or public service corporation authorized by the superintendent of police.

"Bicycle" means every device propelled solely by human power upon which any person may ride, having two tandem wheels and including any device generally recognized as a bicycle though equipped with two front or two rear wheels.

"Boulevard" means a through street, except that its use is limited exclusively to certain specified classes of traffic.

"Bridle path" means a path designated for travel by persons upon horses.

"Bus" means every motor vehicle designed for carrying more than 10 passengers and used for the transportation of persons.

"Bus stand" means a fixed area in the roadway parallel and adjacent to the curb to be occupied exclusively by buses for layover in operating schedules or waiting for passengers.

"Bus stop" means a fixed area in the roadway parallel and adjacent to the curb set aside for the expeditious loading and unloading of passengers only.

"Business street" means the length of any street between street intersections on which more than 50 percent of the entire frontage at ground level of the street is in use by retail or wholesale business, hotels, banks, office buildings, railway stations, or public buildings other than schools.

"Carriage" means any device in, upon or by which any person is or may be transported or drawn upon a public way and designed to be or capable of being drawn by a horse.

"Carriage stand" means a fixed area in the roadway parallel and adjacent to the curb to be occupied exclusively by horse-drawn vehicles for loading and unloading passengers or waiting for passengers.

"Central Business District" means the district consisting of those streets or parts of streets within the area bounded by a line as follows: beginning at the easternmost point of Division Street extended to Lake Michigan; then west on Division Street to LaSalle Street; then south on LaSalle Street to Chicago Avenue; then west on Chicago Avenue to Halsted Street; then south on Halsted Street to Roosevelt Road; then east on Roosevelt Road to its easternmost point extended to Lake Michigan; including parking spaces on both sides of the above-mentioned streets.

"Commercial vehicle" means a motor vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, for hire or not for hire; including but not limited to a motor vehicle of the first division displaying a placard indicating authorization of the Illinois Commerce Commission to operate as a motor carrier of property but not including, however, public passenger vehicles.

"Commissioner" when used alone, means the commissioner of transportation of the city.

"Compliance violation" means a violation of an ordinance listed in subsection (c) of section 9-100-020 of this code.

"Controlled or limited-access highway" means every public way in respect to which owners or occupants of abutting property or lands and other persons have no legal right of access to or from the same except at

such points and in such manner as may be determined by the public authority having jurisdiction over such public way.

"Crossing guard" means an adult civilian officially authorized to supervise and expedite the crossing of school children or other pedestrians at hazardous or congested traffic points.

"Crosswalk" means that portion of a roadway ordinarily included within the prolongation or connection of sidewalk lines at intersections, or any other portion of a roadway clearly indicated for pedestrian crossing by markings.

"Determination of parking or compliance violation liability or nonliability" means the finding of liability or nonliability for a parking or compliance violation reached by a hearing officer after consideration of documentary evidence submitted for adjudication by mail, after an administrative hearing at which the registered owner or his attorney appears to contest liability for a parking or compliance violation, or after the registered owner has failed to appear at a requested administrative hearing or respond to a second notice of violation.

"Driver" means every person who operates or is in actual physical control of a vehicle.

"Driveway or private road" means every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner but not by other persons.

"Final determination [of parking violation liability]" means: a [hearing officer's] determination of *parking or compliance liability* becomes a final determination for purposes of the Administrative Review Law of Illinois upon the *timely* exhaustion of *procedures for administrative or judicial review*, or failure to exhaust *those* procedures [for administrative or judicial review] *within the time prescribed by law*.

"Firelane" means every way or place in private ownership used expressly for vehicular travel by emergency equipment and marked as such by signs or pavement markings.

"Funeral procession" means a procession consisting of motor vehicles which are designed and used for the carrying of not more than 10 passengers, a funeral hearse and floral cars, or combinations thereof, with or without foot or equestrian units, proceeding to a funeral service or place of burial.

"Hazardous dilapidated motor vehicle" means any motor vehicle with a substantial number of essential parts, as defined by Section 1-118 of the Illinois Vehicle Code, either damaged, removed, altered or otherwise so treated that the vehicle is incapable of being driven under its own

motor power or, which by its general state of deterioration, poses a threat to the public health, safety and welfare. "Hazardous dilapidated motor vehicle" shall not include a motor vehicle which has been rendered temporarily incapable of being driven under its own motor power in order to perform ordinary service or repairs.

"Highway" means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic.

"Holidays" when used in the traffic code or on official signs erected by authority of the traffic code, the term "holidays" means New Year's Day (January 1st), Memorial Day (the last Monday in May), Independence Day (July 4th), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25th).

"Intersection" means the area embraced within the prolongation or connection of the property lines of two or more streets which join at an angle, whether or not one such street crosses the other. Where a highway includes two roadways 40 feet or more apart, every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection.

"Laned roadway" means a roadway which is divided into two or more marked lanes for vehicular traffic.

"Mass transportation vehicle" means a public passenger vehicle having a seating capacity for 35 or more passengers.

"Merging traffic" means a maneuver executed by the drivers of vehicles on converging roadways to permit simultaneous or alternate entry into the junction thereof, wherein the driver of each vehicle involved is required to adjust his vehicular speed and lateral position so as to avoid a collision with any other vehicle.

"Motorcycle" means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground but excluding farm tractors.

"Motor-driven cycle" means every motorcycle and every motor scooter with less than 150 cubic centimeter piston displacement.

"Motor vehicle" means every vehicle which is propelled by a motor.

"Motor vehicle of the first division" means every motor vehicle designed and used for the carrying of not more than 10 persons.

"Motor vehicle of the second division" means every motor vehicle designed for the carrying of more than 10 persons, every motor vehicle designed or used for living quarters, every motor vehicle designed for pulling or carrying freight or cargo, and every motor vehicle of the first division remodeled for use and used as a motor vehicle of the second division.

"One-way street or alley" means a public way upon the roadway of which traffic is permitted to travel in one direction only.

"Operator" means every person who operates or is in actual physical control of any device or vehicle whether motorized or propelled by human power.

"Outstanding parking or compliance violation" means a parking violation complaint on which no payment has been made or appearance filed in the circuit court of Cook County within the time specified on the complaint, or a parking or compliance violation notice which has resulted in a final determination of parking or compliance violation liability for which payment in full has not been made.

"Parking (to park)" means the standing of an unoccupied vehicle otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

"Parking meter" means a traffic control device which, upon deposit of a coin of the United States in the amount indicated thereon, displays a signal showing that parking is allowed from the time of depositing such coin until the expiration of the time fixed for parking in the parking meter zone in which it is located, and upon expiration of such time indicates by sign or signal that the lawful parking period has expired.

"Parking meter zone" means a certain designated and marked-off section of the public way within the marked boundaries where a vehicle may be temporarily parked and allowed to remain for such period of time as the parking meter attached thereto may indicate.

"Parking violation complaint" means a parking ticket summons and complaint, placed on a vehicle parked or standing in violation of the traffic code or given to the driver of the vehicle and returnable to the circuit court of Cook County.

"Parking or compliance violation notice" means a handwritten or computer-generated notice *either (a) placed on a vehicle that exhibits a compliance violation or is parked or standing in violation of the traffic code, or (b) given to the driver of the vehicle, which may be challenged and enforced in accordance with the process of administrative adjudication.*

"Parking or compliance violation notice copy" means any duplicate, photocopy of reproduction, including any computer-stored or computer-generated representation of [the] *an original parking or compliance violation notice*.

"Parkway" means any portion of a street not considered as roadway, sidewalk, driveway or private road.

"Pedestrian" means any person afoot.

"Play street" means a street or part of a street devoted to recreational purposes.

"Police officer" means every sworn officer of the municipal police department and every traffic control aide or other officer authorized to direct or regulate traffic or to make arrests or issue citations for violation of traffic regulations.

"Property line" means the line marking the boundary between any public way and the private property abutting thereon.

"Public building" means a building used by any government agency.

"Public passenger vehicle" means a motor vehicle which is used for the transportation of passengers for hire.

"Public way" means any sidewalk, roadway, alley or other public thoroughfare open to the use of the public, as a matter of right, for purposes of travel, excepting bridle paths.

"Push cart" means a conveyance designed to be propelled by a person afoot.

"Railroad" means a carrier of persons or property upon cars operated upon stationary rails.

"Railroad train" means a steam engine, electric or other motor with or without cars coupled thereto operated upon rails.

"Recreational vehicle" means every camping trailer, motor home, mini-motor home, travel trailer, truck or van camper used primarily for recreational purposes and not used commercially nor owned and used by a commercial business.

"Residential street" means the length of any street between street intersections when 50 percent or more of the occupied frontage of the street is in use for residence purposes.

"Right-of-way" means the right of a vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger or collision unless one grants precedence to the other.

"Roadway" means that portion of a public way between the regularly established curb lines, or that part improved, and intended to be used for vehicular travel.

"School bus" means every motor vehicle of the second division operated by or for a public or governmental agency or by or for a private or religious organization solely for the transportation of pupils in connection with any school activity.

"Second notice of parking *or compliance* violation" means the notice, mailed to the address supplied to the secretary of state by the registered owner of a vehicle, sent after the registered owner has failed to respond within the time allotted by ordinance to a parking *or compliance* violation notice placed on or given to the driver of such vehicle.

"Semi-trailer" means every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.

"Service drive" means a narrow portion of a public way open to vehicular traffic for the purpose of providing access to the front of abutting property between intersections and separated by physical means from through traffic, if the latter exists, on the same public way.

"Sidewalk" means that portion of a public way between the curb, or the lateral lines of the roadway, and the adjacent property lines, intended for the use of pedestrians.

"Standing (to stand)" means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers; provided, that, an operator is either in the vehicle or in the immediate vicinity, so as to be capable of immediately moving the vehicle at the direction of a police officer or traffic control aide.

"Stop" means the complete cessation of movement.

"Street" means the entire width between boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of general traffic circulation.

"Taxicab stand" means a fixed area in the roadway alongside and parallel to the curb set aside for taxicabs to stand or wait for passengers.

"Through street" means every public way or portion thereof on which vehicular traffic is given preferential right-of-way, and at the entrance to which vehicular traffic from intersecting public ways is required by law to yield right-of-way to vehicles on such through street in obedience to a traffic signal, stop sign or yield sign, when such traffic control devices are erected as provided in the traffic code.

"Traffic" means pedestrians, ridden or herded animals, bicycles, vehicles, and other conveyances either singly or together while using any public way for purposes of travel.

"Traffic control devices" means all signs, signals, markings and devices placed or erected under authority of the city council for the purpose of regulating, warning, or guiding traffic.

"Traffic violation" means a violation of the provisions of chapter 9-4 through 9-100, other than a standing or parking violation. *A compliance violation observed on a vehicle operated on the public way may be treated as a traffic violation, if the operator of the vehicle is also charged with a criminal offense. The superintendent of police shall issue standards for the treatment of a compliance violations as a traffic violation.*

"Trailer" means every vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

"Vehicle" means every device in, upon or by which any person or property is or may be transported or drawn upon a street or highway, except motorized wheelchairs, devices moved solely by human power, devices used exclusively upon stationary rails or tracks and snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

"Yield right-of-way" means the act of granting the privilege of the immediate use of the intersecting roadway to traffic within the intersection and to vehicles approaching from the right or left.

SECTION 2. Section 9-76-030 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-76-030 Windshield Wipers.

Every motor vehicle, except motorcycles and motor-driven cycles, operating *or parked* on a roadway and equipped with a windshield shall also be equipped with a self-operating windshield wiper which shall be maintained in good operating condition. The windshield wiper shall provide clear vision through the windshield for the driver and shall be operated under conditions of fog, snow or rain. This section shall not apply to snow removal equipment equipped with adequate manually operated windshield wipers.

SECTION 3. Section 9-76-060 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-76-060 Spot Lamps And Auxiliary Driving Lamps.

(a) Any motor vehicle may be equipped with not to exceed one spot lamp, except authorized emergency vehicles, and every lighted spot lamp shall be so aimed and used upon approaching another vehicle that no part of the high-intensity portion of the beam will be directed to the left of the prolongation of the extreme left side of the vehicle nor more than 100 feet ahead of the vehicle.

(b) Any motor vehicle may be equipped with not to exceed three auxiliary driving lamps mounted on the front at a height not less than 12 inches nor more than 42 inches above the level surface upon which the vehicle stands.

(c) *It is illegal to park a vehicle on any roadway if the vehicle is equipped with lamps in violation of subsection (a) or subsection (b) of this section.*

SECTION 4. Section 9-76-070 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-76-070 Side Cowl, Fender, Running Board Courtesy, And Back-up Lamps.

(a) Any motor vehicle may be equipped with not more than two side cowl or fender lamps which shall emit an amber or white light without glare.

(b) Any motor vehicle may be equipped with not more than one running board courtesy lamp on each side thereof which shall emit a white or amber light without glare.

(c) Any motor vehicle may be equipped with a back-up lamp either separately or in combination with another lamp; except that no such back-

up lamp shall be continuously lighted when the motor vehicle is in forward motion.

(d) Whenever a motor vehicle equipped with head lamps as herein required is also equipped with any auxiliary lamps or a spot lamp or any other lamp on the front thereof projecting a beam of an intensity greater than 300 candle-power, not more than a total of four of any such lamps on the front of a vehicle shall be lighted at any one time when upon a highway.

(e) *It is illegal to park a vehicle on any roadway if the vehicle is equipped with lamps in violation of subsection (a), (b), (c) or (d) of this section.*

SECTION 5. Section 9-76-080 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-76-080 Non-motor-Driven Vehicles -- Lighting Requirements.

All non-motor-driven vehicles including animal-drawn vehicles while being operated on the roadway between the period of sunset to sunrise shall at all times be equipped with at least one lighted lamp or lantern exhibiting a white light visible from a distance of 500 feet to the front of such vehicle and with a lamp or lantern exhibiting a red light visible from a distance of 500 feet to the rear. *It is illegal to park a vehicle on any roadway if the vehicle is equipped with lamps in violation of this section.*

SECTION 6. Section 9-76-100 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-76-100 Suspension System.

(a) It shall be unlawful to operate *or park* a motor vehicle on any roadway when the suspension system has been modified from the original manufactured design by lifting the body from the chassis in excess of three inches or to cause the horizontal line from the front to the rear bumper to vary over three inches in height when measured from a level surface of the highway to the lower edge of the bumper.

(b) Nothing in this section shall prevent the installation of manufactured heavy duty equipment to include shock absorbers and overload springs, nor shall anything contained in this section prevent a person to operate a motor vehicle with normal wear of the suspension system if such condition does not affect the control or safe operation of the vehicle. This section shall not apply to motor vehicles designed or modified primarily for off-highway racing purposes while such vehicles are in tow or to motorcycles or motor-driven cycles.

SECTION 7. Section 9-76-110 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-76-110 Bumpers.

(a) It shall be unlawful to operate *or park* any vehicle of the first division or a recreational vehicle on any roadway unless such vehicle is equipped with both front and rear bumpers. The bumper height shall not be modified to vary more than three inches from the original manufactured bumper height for that vehicle when measured from a level surface of the highway to the lower edge of the bumper. Nothing in this section shall prevent the installation of manufactured bumper guards.

(b) This section shall not apply to any motor vehicle designed or modified primarily for off-highway racing purposes while such vehicle is in tow or to motorcycles or motor-driven cycles or to an antique vehicle when registered as such and where the original design did not include bumpers.

SECTION 8. Section 9-76-120 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-76-120 Rear View Mirrors.

Every motor vehicle, operated singly or when towing another vehicle *or parked on a roadway*, shall be equipped with a mirror so located as to reflect to the driver a view of the roadway for a distance of at least 200 feet to the rear of such vehicle.

SECTION 9. Section 9-76-130 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-76-130 Rear Reflectors On Trailers.

Every trailer having a gross weight of 3,000 pounds or less, including the weight of the trailer and maximum load, towed either by a motor vehicle of the first division or a motor vehicle of the second division *or parked on a roadway* shall be equipped with two red reflectors, which will be visible when hit by headlight beams 300 feet away at night, located on the rear of the body of such trailer, not more than 12 inches from the lower left hand and right hand corners.

SECTION 10. Section 9-76-150 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-76-150 Burglar Alarms.

(a) In any vehicle equipped with a continuous or intermittent audible signal device which acts as a burglar alarm, such device shall be limited in operation to four minutes after activation and shall be incapable of further operation until reset to become active again.

(b) No person shall install[,] *or maintain in* [or operate] any vehicle registered in the city [with] any continuous or intermittent audible signal device for use as a burglar alarm unless the device is equipped with an automatic shut-off mechanism to terminate the alarm sound after four minutes and an automatic reset mechanism to reengage the alarm for further operation. *No person shall operate or park on any roadway any vehicle equipped with any continuous or intermittent audible signal device for use as a burglar alarm unless the device is equipped with an automatic shut-off mechanism to terminate the alarm sound after four minutes and an automatic reset mechanism to reengage the alarm for further operation.*

(c) Any person who violates this section shall be subject to a fine of \$25.00 for each offense. Each installation and each use of an alarm in violation of this section shall constitute a separate and distinct offense; provided, however, it shall not be a violation of this section to operate a device for a period of time in excess of four minutes if the device is designed to be triggered by the unauthorized opening of the hood, trunk or door of the vehicle, or by the breaking of a window, and operation of the device in excess of four minutes was so caused. A violation of this section *on a roadway* is hereby declared a public nuisance which may be abated by removing such vehicle to a city vehicle pound or authorized garage.

SECTION 11. Section 9-76-160 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-76-160 Registration Plates.

(a) Registration plates issued for a motor vehicle other than a motorcycle, trailer, semi-trailer or truck-tractor shall be attached to the front and the rear of the vehicle.

(b) The registration plate issued for a motorcycle, trailer or semi-trailer shall be attached to the rear thereof.

(c) The registration plate issued for a truck-tractor shall be attached to the front thereof.

(d) Every registration plate shall at all times be securely fastened in a horizontal position to the vehicle for which it is issued so as to prevent the plate from swinging and at a height of not less than 12 inches from the ground, measuring from the bottom of such plate, in a place and position to be clearly visible and shall be maintained free from foreign materials and in a condition to be clearly legible. *No registration plate shall be covered by any tinted or colored screen.*

(e) *It is illegal to park a vehicle on any roadway if the registration plate fails to comply with subsections (a) through (d) of this section.*

SECTION 12. Section 9-76-190 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-76-190 Identification On Second Division Vehicles.

No second division vehicle designed and used for carrying or pulling freight or cargo in the furtherance of a commercial or industrial enterprise shall be operated *or parked* upon a roadway unless there is painted or otherwise firmly affixed to both sides of such vehicle, in a color or colors vividly contrasting to the color of the vehicle, the name and address of the owner thereof and the maximum empty weight of such vehicle.

SECTION 13. Section 9-76-200 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-76-200 Projecting Loads And Trailer Restrictions.

(a) No motor vehicle of the first division shall be operated *or parked* on any roadway with any loaded carrier extending beyond the line of the fenders on the left side of such vehicle nor extending more than six inches beyond the line of the fenders on the right side.

(b) No commercial vehicle shall be operated *or parked* on any roadway with any load extending to the rear four feet or more beyond the bed or body of such vehicle unless there shall be displayed at the extreme rear end of the load, (1) during the periods when lighted lamps are required in this chapter, a red light or lantern plainly visible from a distance of at least 500 feet to the rear and sides, or (2) during all other times a red flag or cloth not less than 16 inches square and visible to the driver of any vehicle approaching from the rear or sides.

The red light or lantern required under this section shall be in addition to the red rear light required upon every vehicle.

(c) No trailer shall be operated on any roadway while attached to a self-propelled motor vehicle or to a leading trailer or semi-trailer, unless in addition to the regular coupling device it shall have suitable and adequate safety chains or devices attached to the corners of the trailer frame of sufficient strength to pull the trailer and its maximum load; provided, that any trailer having a gross weight of 3,000 pounds or less including the weight of the trailer and maximum load may be coupled to the towing vehicle by means of clamp-on hitches which hitches shall be designed and installed to effectively transfer stresses to the chassis of the towing vehicle. Such clamps and coupling bar shall be of sufficient strength to hold and control such trailer when fully loaded. Such trailers shall be equipped with two safety chains or cables which are permanently affixed to the tongue of the trailer. When such trailer is attached to the towing vehicle, the free end of each chain or cable shall be attached to the towing vehicle.

SECTION 14. Chapter 9-76 of the Municipal Code of Chicago is hereby amended by adding a new Section 9-76-210 in italics, as follows:

9-76-210 Broken Or Inoperable Lamps; Broken Or Cracked Glass.

(a) No person shall operate or park on a roadway any vehicle if any lamp or light required for the vehicle by this code is broken or inoperable.

(b) No person shall operate or park on any roadway any vehicle if any window of the vehicle is missing, broken, or cracked and the crack exceeds six inches in length.

SECTION 15. Section 9-100-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-100-010 Purpose -- Scope -- Adoption Of Rules And Regulations.

(a) The purpose of this chapter is to provide for the administrative adjudication of violations of ordinances *defining compliance violations and* regulating vehicular standing and parking within the city, and to establish a fair and efficient system for the enforcement of such [regulations] *ordinances*.

(b) The administrative adjudication system, established pursuant to section 11-208.3 of the Illinois Vehicle Code, shall be operated under the supervision of the city [parking] *traffic compliance* administrator who is authorized to adopt, distribute, and process parking *and compliance* violation notices and additional notices, collect money paid as fines and penalties for violations of parking *and compliance* ordinances, and establish procedures necessary for the prompt, fair and efficient operation of the administrative adjudication system.

(c) The city *traffic compliance* administrator is further authorized to adopt rules and regulations pertaining to: the hearing process, the selection and appointment of hearing officers, the content of forms and procedures, and the daily operation of the administrative adjudication of parking *and compliance* violations program.

SECTION 16. Section 9-100-020 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-100-020 Violation -- Penalty.

(a) The violation of any provision of the traffic code prohibiting or restricting vehicular standing or parking, *or establishing a compliance violation*, shall be a civil offense punishable by fine, and no criminal penalty, or civil sanction other than that prescribed in the traffic code, shall be imposed.

(b) The fines listed below shall be imposed for a violation of the following sections of the traffic code:

9-64-020	\$25.00
9-64-030	15.00
9-64-040(b)	50.00
9-64-050	50.00
9-64-060(a) and (b)	30.00
9-64-070	25.00
9-64-080	30.00
9-64-090	25.00
9-64-100(a)	60.00
9-64-100(b), (e), (g) and (h)	25.00
9-64-100(c)	50.00
9-64-100(d)	30.00
9-64-100(f)	20.00
9-64-110(a) -- (g)	30.00



9-64-110(h)	\$25.00
9-64-120	25.00
9-64-125	60.00
9-64-130(a)	20.00
9-64-130(b)	50.00
9-64-140	30.00
9-64-150	30.00
9-64-160	25.00
9-64-170	25.00
9-64-180	25.00
9-64-190(a)	15.00
9-64-190(b)	25.00
9-64-200(b)	10.00
9-64-210	50.00
9-68-040	100.00
9-80-080	25.00
9-80-120	25.00
9-80-130	25.00

(c) The fines listed below shall be imposed for a violation of the following sections of the traffic code:

9-40-170	\$25.00
9-40-220	25.00
9-76-010	25.00
9-76-020	25.00



9-76-030	\$25.00
9-76-040	25.00
9-76-050	25.00
9-76-060	25.00
9-76-070	25.00
9-76-080	25.00
9-76-100	25.00
9-76-110(a)	25.00
9-76-120	25.00
9-76-130	25.00
9-76-140	25.00
9-76-150	25.00
9-76-160	25.00
9-76-170	60.00
9-76-210(a),(b)	25.00
9-76-190	25.00
9-80-110(b)	25.00

SECTION 17. Section 9-100-030 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-100-030 Prima Facie Responsibility For Violation And Penalty --
Parking Violation Issuance And Removal.

(a) Whenever any vehicle *exhibits a compliance violation* or is parked in violation of any provision of the traffic code prohibiting or restricting vehicular parking or standing, any person in whose name the vehicle is registered with the secretary of state of Illinois or such other state's registry of motor vehicles shall be prima facie responsible for the violation and subject to the penalty therefor.

(b) Whenever any vehicle *exhibits a compliance violation* or is parked in violation of any provision of the traffic code prohibiting or restricting vehicular parking or standing, any police officer, traffic control aide, other designated member of the police department, parking enforcement aide or other person designated by the city [parking] *traffic compliance* administrator observing such violation may issue a parking or compliance violation notice, as provided for in section 9-100-040 and serve the notice on the owner of the vehicle by handing it to the operator of the vehicle, if he is present, or by affixing it to the vehicle in a conspicuous place. The issuer of the notice shall specify on the notice his identification number, the particular parking or compliance ordinance [regulation] allegedly violated, the make and state registration number of the cited vehicle, and the place, date, time and nature of the alleged violation and shall certify the correctness of the specified information by signing his name as provided in section 11-208.3 of the Illinois Vehicle Code, as amended.

(c) It shall be unlawful for any person, other than the owner of the vehicle or his designee, to remove from a vehicle a parking or compliance violation notice affixed pursuant to this chapter.

SECTION 18. Section 9-100-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-100-040 Violation Notices -- Contents, Distribution And Recordkeeping.

(a) [The p]Parking and *compliance violation* notices shall contain the information required under section 9-100-030. In addition, the notices shall state the applicable fine as provided in section 9-100-020, the monetary penalty which shall be automatically assessed for late payment, the vehicle immobilization and driver's license suspension (*if applicable*) may be imposed if fines and penalties are not paid in full, that payment of the indicated fine, and of any applicable penalty for late payment, shall operate as a final disposition of the violation, and information as to the availability of an administrative hearing in which the violation may be contested on its merits and the time and manner in which such hearing may be had.

(b) The city [parking] *traffic compliance* administrator shall distribute parking and *compliance* violation notices to parking enforcement aides, other persons authorized to issue parking and *compliance* violating notices, and the department of police for issuance pursuant to Section 9-100-030. The superintendent of police shall be responsible for the distribution of the notice forms within the department of police, shall maintain a record of each set of notices issued to individual members of the department and shall retain a receipt for every set so issued.

(c) The city [parking] *traffic compliance* administrator shall compile and maintain complete and accurate records relating to all parking violation notices issued pursuant to Section 9-100-030 and the dispositions thereof. In addition, the city [parking] *traffic compliance* administrator shall make certified reports to the secretary of state pursuant to section 6-306.5 of the Illinois Vehicle Code.

SECTION 19. Section 9-100-050 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-100-050 Determination Of Liability.

(a) A person on whom a parking *or compliance* violation notice has been served pursuant to section 9-100-030 shall within seven days from the date of the notice: (1) pay the indicated fine; or, in the manner indicated on the notice, either (2) submit the materials set forth in section 9-100-070 to obtain an adjudication by mail; or (3) request an administrative hearing as set forth in section 9-100-080 to contest the charged violation. A response by mail shall be deemed timely if postmarked within seven days of the issuance of the notice of violation.

(b) If the respondent submits documentary evidence to obtain an adjudication by mail pursuant to section 9-100-070, the city [parking] *traffic compliance* administrator shall send the respondent a copy of the hearing officer's determination in accordance with subsection (f) herein.

(c) If the respondent requests an administrative hearing to contest the cited violation pursuant to section 9-100-080, the city [parking] *traffic compliance* administrator shall notify the respondent in writing of the location and time available for a hearing in accordance with subsection (f) herein.

Where a respondent who has requested an administrative hearing either fails to pay the indicated fine prior to the hearing or appear at a hearing, a determination of parking *or compliance* violation liability, *as the case may be*, shall be entered in the amount of the fine indicated on the notice of violation. Failure to pay the fine within 21 days of issuance of a [hearing officer's] determination of liability will result in the imposition of a late payment penalty pursuant to subsection (e) herein. Upon the occurrence of a final determination of [parking violation] liability, any unpaid fine or penalty will constitute a debt due and owing the city. The city [parking] *traffic compliance* administrator will cause a notice of hearing providing this information to be sent to the respondent in accordance with subsection (f) herein.

(d) If no response is made in accordance with subsection (a) of this section, the city [parking] *traffic compliance* administrator shall cause a second notice of violation to be sent to the respondent in accordance with subsection (f) herein. The notice shall specify the date and location of the violation, the make and state registration number of the [city] *cited* vehicle, the code provision violated, the applicable fine, and the time and manner in which the respondent may obtain an adjudication by mail or request a hearing to contest the violation. If the respondent requests an administrative hearing to contest the cited violation, the city [parking] *traffic compliance* administrator will cause a notice of hearing to be sent to the respondent as provided in subsection (c) herein.

If the respondent fails to pay the indicated fine, submit documentary evidence to obtain an adjudication by mail, or request a hearing to contest the charged violation within 14 days from the date of such notice, *or prove compliance*, a determination of [parking violation] liability shall be entered in the amount of the fine indicated on the notice of violation. Failure to pay the fine within 21 days of issuance of the determination of liability will result in the imposition of a late payment penalty pursuant to subsection (e) herein. Upon the occurrence of a final determination of [parking violation] liability, any unpaid fine or penalty will constitute a debt due and owing the city. The second notice of violation shall provide the above information.

(e) Failure by any respondent to pay [or mail payment of] the fine for a parking *or compliance* violation within 21 days of the issuance of the determination of liability will automatically subject the respondent to a penalty for late payment. The penalty for late payment shall be an amount equal to the amount of the fine for the relevant parking *or compliance* violation.

(f) The city [parking] *traffic compliance* administrator shall serve the notice of hearing, the second notice of violation, the hearing officer's determination, the notice of final determination of [parking violation] liability, the notice of impending vehicle immobilization and the notice of impending driver's license suspension, where applicable, by first class mail, postage prepaid, to the address of the registered owner of the city vehicle as recorded with the secretary of state of Illinois. If the vehicle is registered in a state other than Illinois, the city [parking] *traffic compliance* administrator shall send the appropriate notice to the address of the registered owner as recorded in such other state's registry of motor vehicles.

SECTION 20. Section 9-100-060 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-100-060 Grounds For Adjudication By Mail Or Administrative Hearing.

(a) A person charged with a parking *or compliance* violation may contest the charge through an adjudication by mail or at an administrative hearing limited to one or more of the following grounds with appropriate evidence to support:

(1) That the respondent was not the owner or lessee of the cited vehicle at the time of the violation;

(2) That the cited vehicle or its state registration plates were stolen at the time the violation occurred;

(3) That the relevant signs prohibiting or restricting parking were missing or obscured;

(4) That the relevant parking meter was inoperable or malfunctioned through no fault of the respondent;

(5) That the facts alleged in the parking *or compliance* violation notice are inconsistent or do not support a finding that the specified regulation was violated;

(6) *That the illegal condition described in the compliance violation notice did not exist at the time the notice was issued.*

SECTION 21. Section 9-100-070 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-100-070 Adjudication By Mail -- Procedure.

(a) Administrative hearings to review materials submitted for the adjudication by mail of parking *and compliance* violations cited pursuant to section 9-100-030 shall be held by a hearing officer appointed by the city [parking] *traffic compliance* administrator and conducted in accordance with this section.

(b) The respondent may contest a parking *or compliance* violation based on one or more of the grounds provided in section 9-100-060, by mailing to the [bureau of parking enforcement] *department of revenue* the following materials and information: the notice of violation, the full name, address and telephone number(s) of the respondent; the make, model and year of the vehicle; any documentary evidence that rebuts the charge; and a written statement signed by the respondent setting forth facts relevant to establishing a defense to the charge. A photocopy of any documentary

evidence submitted by any party shall be accepted as the equivalent of the original document.

(c) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a parking or *compliance* violation notice, or a copy thereof, issued in accordance with section 9-100-030 shall be prima facie evidence of the correctness of the facts specified therein.

(d) Upon review of the materials submitted in accordance with subsection (b) herein, the hearing officer shall enter a determination of no liability or of liability in the amount of the fine for the relevant violation as provided in section 9-100-020. Upon issuance, such determination shall constitute a final determination for purposes of judicial review under the Administrative Review Law of Illinois.

SECTION 22. Section 9-100-080 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-100-080 Administrative Hearings -- Procedure.

(a) Administrative Hearings for the adjudication of parking and *compliance* violations issued pursuant to section 9-100-030 shall be held before a hearing officer appointed by the city [parking] *traffic compliance* administrator and conducted in accordance with this section.

(b) The respondent may appear pro se or, at his own expense, by an attorney. An attorney who appears on behalf of any person shall file with the hearing officer a written appearance on a form provided by the city [parking] *traffic compliance* administrator for such purpose.

(c) The formal and technical rules of evidence shall not apply in the conduct of the hearing.

(d) All testimony shall be given under oath or affirmation, which shall be administered by the hearing officer. The hearing officer may issue subpoenas to secure the attendance and testimony of witnesses and the production of relevant documents; provided, however, that a respondent who appears by an attorney shall not be compelled to attend the hearing and may submit his testimony, if any, by affidavit. In addition, witnesses who have not been subpoenaed to attend the hearing may submit their testimony, if any, by affidavit.

(e) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a parking or *compliance* violation notice, or a copy thereof, issued and signed in

accordance with section 9-100-030 shall be prima facie evidence of the correctness of the facts specified therein.

(f) The hearing officer may, on a showing of good cause, grant one continuance to a date certain.

(g) The city [parking] *traffic compliance* administrator shall cause a record to be made of each hearing, and recording devices may be used for such purpose.

SECTION 23. Section 9-100-090 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-100-090 Hearing -- Determination Of Liability Or Of No Liability -- Petition.

(a) Upon conclusion of a hearing under section 9-100-080, the hearing officer shall issued a determination of no liability or of liability in the amount of the fine for the relevant violation as provided in section 9-100-020. Upon issuance, such determination shall constitute a final determination for purposes of judicial review under the Administrative Review Law of Illinois.

(b) If a person fails to respond to the [parking] violation notice and the second notice of violation, a determination of liability shall be entered against the respondent pursuant to section 9-100-050(d) and shall be served upon the respondent in accordance with section 9-100-050(f). Such determination shall become final for purposes of judicial review under the Administrative Review Law of Illinois upon the denial of, or the expiration of the time in which to file, a timely petition to set aside the determination as provided in subsection (c) of this section.

(c) Within 21 days from the issuance of a determination of liability pursuant to subsection (b) herein, the person against whom the determination was entered may petition the city [parking] *traffic compliance* administrator by appearing in person, at the location specified in the [hearing officer's] determination, to set aside the determination; provided, however, the grounds for the petition shall be limited to: (1) the person not having been the owner or lessee of the cited vehicle on the date the parking violation notice was first issued; (2) the person having already paid the fine or penalty for the parking violation in question; or (3) excusable failure, based upon criteria established by the city [parking] *traffic compliance* administrator, to appear at or request a new date for a hearing. The petitioner shall appear with appropriate evidence, pursuant to section 9-100-060, that if the petition is granted, he is prepared to proceed immediately with a hearing on the merits.

SECTION 24. Section 9-100-100 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-100-100 Notice Of Final Determination.

(a) If any fine or penalty is owing and unpaid after a determination of liability *under this chapter* has become final and the respondent has exhausted or failed to exhaust judicial procedures for review, the city [parking] *traffic compliance* administrator shall cause a notice of final determination of [parking violation] liability to be sent to the respondent in accordance with section 9-100-050(f).

(b) Any fine and penalty, if applicable, remaining unpaid after the notice of final determination of [parking violation] liability is sent shall constitute a debt due and owing the city. Failure of the respondent to pay such fine or penalty within 14 days of the date of the notice may result in the city's filing of a petition in the Circuit Court of Cook County to have reduced to judgment any unpaid fine or penalty with costs, and, if applicable: (1) the immobilization of the person's vehicle for failure to pay fines or penalties for five or more parking *or compliance* violations and (2) the suspension of the person's driver's license for failure to pay fines or penalties for 10 or more parking violations.

SECTION 25. Section 9-100-110 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-100-110 City-Owned Vehicles.

Officers and employees of the city of Chicago shall be held personally liable for parking violation notices served either upon city vehicles assigned to their possession or use or upon his or her personally owned automobile authorized to be used in the performance of his or her official duties unless:

(a) the officer or employee certifies that the vehicle was in use for the performance of official city business during an emergency or during an official investigation at the time of the alleged violation;

(b) the head of the respective city department, agency or office concludes that the statements contained in the certificate are accurate, and recommends to the budget director that the liability for the alleged violation be released; and

(c) the budget director approves the release of such officer or employee from personal liability for the alleged violation.

If the budget director approves the release of personal liability for the alleged violation, the parking violation notice shall be withdrawn. The budget director shall submit quarterly reports to the city council, detailing by department, agency or office, the number and nature of approved releases from personal liability for parking violation notices served upon city vehicles and privately owned vehicles authorized to be used in the performance of official city business.

To expedite enforcement of this section, where the registered owner or lessee of a vehicle served with a [parking] violation notice is the city of Chicago, the city [parking] *traffic compliance* administrator shall notify the department, agency or office to which the vehicle is assigned.

It shall not be a defense to a compliance violation involving the personal vehicle of an officer or employee of the city of Chicago that the officer or employee was using the vehicle for official government business at the time of the alleged violation.

SECTION 26. Section 9-100-111 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-100-111 Officers And Employees Of Federal, State And County Law Enforcement Agencies.

Officers and employees of law enforcement agencies of federal, state and county government may request a release of liability for the alleged parking violation subject to the following conditions:

(a) the officer or employee certifies that the vehicle was in use for the performance of official government business during an emergency or during an official investigation at the time of the alleged violation;

(b) the head of the respective government agency or a designee chosen by such person concludes that the statements contained in the certificate are accurate and submits a written request to the budget director that the liability for the alleged violation be released; and

(c) the budget director approves the release of liability for the alleged parking violation.

If the budget director approves the release of liability for the alleged violation, the parking violation notice shall be withdrawn. The budget director shall submit quarterly reports to the city council, detailing by the respective government agency the number and nature of approved releases of liability for parking violation notices issued to officers and

employees of law enforcement agencies of federal, state or county government.

It shall not be a defense to a compliance violation involving the personal vehicle of an officer or employee of any unit of government that the officer or employee was using the vehicle for official government business at the time of the alleged violation.

SECTION 27. Section 9-100-120 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-100-120 Immobilization Program.

(a) The city [parking] *traffic compliance* administrator is hereby authorized to direct and supervise a program of vehicle immobilization for the purpose of enforcing the parking [regulations] *and compliance ordinances* of the traffic code. The program of vehicle immobilization shall provide for immobilizing any eligible vehicle located on the public way or any city-owned property by placement of a restraint in such a manner as to prevent its operation or if the eligible vehicle is parked or left in violation of any provision of the traffic code for which such vehicle is subject to an immediate tow pursuant to section 9-92-030, or in any place where it constitutes an obstruction or hazard, or where it impedes city workers during such operations as snow removal, the city [parking] *traffic compliance* administrator may cause the eligible vehicle to be towed to a city vehicle pound or relocated to a legal parking place and there restrained.

(b) When the registered owner of a vehicle has accumulated five or more final determinations of parking violation *or compliance* liability, *in any combination*, for which the fines and penalties, if applicable, have not been paid in full, the city [parking] *traffic compliance* administrator shall cause a notice of impending vehicle immobilization to be sent, in accordance with section 9-100-050(f). The notice of impending vehicle immobilization shall state the name and address of the registered owner, the state registration number of the vehicle or vehicles registered to such owner, and the serial numbers of parking *and/or compliance* violation notices which have resulted in final determination of liability for which the fines or penalties remain unpaid. Failure to pay the fines and penalties owed within 21 days from the date of the notice will result in the inclusion of the state registration number of the vehicle or vehicles of such owner on an immobilization list. A person may challenge the validity of the notice of impending vehicle immobilization by requesting a hearing and appearing in person to submit evidence which would conclusively disprove liability within 21 days of the date of the notice. Documentary evidence which would conclusively disprove liability shall be based on the following grounds:

(1) that all fines and penalties for the [parking] violations cited in the notice have been paid in full; or

(2) that the registered owner has not accumulated five or more final determinations of parking *or compliance* violation liability which were unpaid at the time the notice of impending vehicle immobilization was issued.

(c) Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous place. Such notice shall warn that the vehicle is immobilized and that any attempt to move the vehicle may result in its damage. The notice shall also state that the unauthorized removal of or damage to the immobilizing restraint is a violation Sections 16-1 and 21-1 of the Illinois Criminal Code. The notice shall also provide information specifying how release of the immobilizing restraint may be had, and how the registered owner may obtain an immobilization hearing. If the restraint has not been released within 24 hours of its placement, the restraint shall be released and the vehicle towed and impounded.

(d) The owner of an immobilized vehicle or other authorized person may secure the release of the vehicle by paying the immobilization, towing and storage fees provided in subsection (g) herein, and all fines and penalties remaining due on each final determination for [parking violation] liability issued to such person.

(e) The owner of an immobilized vehicle shall have the right to a hearing to determine whether the immobilization or any subsequent towing was erroneous, if the owner files a written request for a hearing with the city [parking] *traffic compliance* administrator within 14 days after immobilization or 14 days of the date of the notice sent pursuant to subsection (f) herein, whichever is later. Hearings requested pursuant to this subsection shall be conducted by a hearing officer upon receipt of a written request for a hearing. The determination of the hearing officer regarding the validity of the immobilization shall become final for the purpose of judicial review under the Administrative Review Law of Illinois upon issuance.

(f) Within 10 days after a vehicle has been impounded, a notice of impoundment shall be sent by certified mail, return receipt requested, to the address of the registered owner as listed with the Secretary of State. The notice shall state that the owner has the right to request a post-immobilization and post-towing hearing as provided in subsection (e) herein, and that if the vehicle is not claimed within 30 days from the date of the notice, the vehicle may be sold or otherwise disposed of in accordance with section 4-208 of the Illinois Vehicle Code.

(g) The fee for immobilization shall be \$60.00, the fee for towing subsequent to immobilization shall be \$105.00, or \$135.00 if the vehicle has a gross weight of 8,000 pounds or more, and the storage fee shall be \$10.00 per day, or \$25.00 per day if the vehicle has a gross weight of 8,000 pounds or more, provided that no fees shall be assessed for any immobilization or tow which has been determined to be erroneous.

(h) It shall be unlawful to relocate or tow any vehicle restrained by an immobilization device without the approval of the city [parking] *traffic compliance* administrator. The registered owner of the immobilized vehicle and any person who relocates an immobilized vehicle in violation of this subsection shall each be subject to a penalty of \$500.00 for such violation.

SECTION 28. Section 9-100-130 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-100-13 Driver's License Suspension.

(a) When a person has failed to pay any fine or penalty due and owing pursuant to this chapter on 10 or more parking violations, the city [parking] *traffic compliance* administrator shall cause a notice of impending driver's license suspension to be sent, in accordance with section 9-100-050(f). The notice shall state that failure to pay the amount owing within 45 days of the date of the notice will result in the city's notifying the Secretary of State that the person is eligible for initiation of suspension proceedings pursuant to section 6-306.5 of the Illinois Vehicle Code.

(b) If a person sent a notice pursuant to subsection (a) fails to pay the amount owing within the time stated on the notice, the city [parking] *traffic compliance* administrator may file with the Secretary of State a certified report, in accordance with section 6-306.5(c) of the Illinois Vehicle Code, that the person is eligible for initiation of suspension proceedings. The city [parking] *traffic compliance* administrator shall assess a \$20.00 filing fee against the person named in the certified report to reimburse the city for the expense of preparing and filing the certified report with the Secretary of State.

(c) A person named in a certified report filed pursuant to subsection (b) may, within 21 days of the date of the notice sent by the Secretary of State pursuant to section 6-306.5(b) of the Illinois Vehicle Code, file with the city [parking] *traffic compliance* administrator a written statement and supporting documentation to challenge the report; provided, however, the grounds for such challenge shall be limited to (1) the person not having been the owner or lessee of the vehicle or vehicles receiving 10 or more parking violations notices on the date or dates such notices were issued or

(2) the person having already paid the fine and penalty for the 10 or more violations indicated on the report. The city [parking] *traffic compliance* administrator shall send notice of the decision on the challenge of the report after receipt thereof.

(d) If a person named in a certified report has paid the previously reported fine or penalty or if the report is determined by the city [parking] *traffic compliance* administrator to be in error, the city [parking] *traffic compliance* administrator shall notify the Secretary of State in accordance with section 6-306.5(d) of the Illinois Vehicle Code. A certified copy of such notification shall be given, upon request and at no charge, to the person named therein.

SECTION 29. Upon passage and approval of this ordinance, the Superintendent of Police shall begin development of the standards for treatment of a compliance violation as a traffic violation, as those terms are defined in Section 1 of this ordinance. The Superintendent of Police, the Director of Revenue and the Corporation Counsel shall prepare appropriate forms for enforcement of this ordinance. Standards and forms shall be issued to all appropriate city employees in sufficient time to allow enforcement of this ordinance as of its effective date.

SECTION 30. Section 29 of this ordinance shall take effect upon passage and approval of this ordinance. In all other respects, this ordinance shall be in full force and effect from and after January 1, 1997.

AUTHORIZATION FOR EXECUTION OF GRANT AGREEMENT WITH
WITH UNIVERSITY OF ILLINOIS AT CHICAGO TO PROVIDE
ASSISTANCE FOR AFFORDABLE HOUSING AND ECONOMIC
DEVELOPMENT WITHIN PILSEN AND NEAR
WEST SIDE COMMUNITIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing the execution of a

grant agreement between the City of Chicago and the University of Illinois at Chicago relating to assistance for affordable housing and economic development in the Pilsen and Near West Side communities, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

Alderman Allen 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 municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exist within the borders of the City a recognized need for decent, safe, sanitary and well-constructed and -maintained housing for persons of low- and moderate-income and for economic development opportunities to provide employment to persons of low- and moderate-income; and

WHEREAS, The University of Illinois at Chicago ("U.I.C."), in partnership with the City; the Resurrection Project, an Illinois not-for profit corporation ("T.R.P."); Near West Side Community Development Corporation, an Illinois not-for-profit corporation ("N.W.S.C.D.C."); and Eighteenth Street Development Corporation, an Illinois not-for-profit corporation ("E.S.D.C.") applied to the United States Department of Housing and Urban Development ("H.U.D.") for a grant under H.U.D.'s Joint Community Development Program (the "J.C.D. Program") to provide funds for affordable housing and economic development in the Pilsen and Near West Side neighborhoods of the City; and

WHEREAS, On September 12, 1995, H.U.D. awarded a five (5) year Two Million Four Hundred Thousand Dollar (\$2,400,000) grant to U.I.C. under the J.C.D. Program, of which One Million One Hundred Seventy-four Thousand Dollars (\$1,174,000) (the "Subgrant") is to be granted by U.I.C. to the City; and

WHEREAS, The use of all of the Subgrant proceeds is subject to the Community Development Block Grant Program ("C.D.B.G. Program") regulations and the J.C.D. Program grant agreement between H.U.D. and U.I.C. (the "Grant Agreement"); and

WHEREAS, In accordance with the Grant Agreement, the Subgrant funds shall be used to provide: (a) a five (5) year affordable housing fund in the amount of One Hundred Seventy-five Thousand Dollars (\$175,000) to be administered by T.R.P. (the "T.R.P. Housing Fund") which will provide rehabilitation loans for one- to four-family residences in the Pilsen neighborhood; (b) a five (5) year affordable housing fund in the amount of One Hundred Seventy-five Thousand Dollars (\$175,000) to be administered by N.W.S.C.D.C. (the "N.W.S.C.D.C. Housing Fund") which will provide rehabilitation loans for one- to four-family residences in the Near West Side neighborhood; (c) a five (5) year grant (the "T.R.P. Grant") totaling One Hundred Thirty-five Thousand Dollars (\$135,000) to T.R.P. to pay staffing costs incurred in connection with the T.R.P. Housing Fund; (d) a five (5) year grant (the "N.W.S.C.D.C. Grant") totaling One Hundred Thirty-five Thousand Dollars (\$135,000) to N.W.S.C.D.C. to pay staffing costs incurred in connection with the N.W.S.C.D.C. Housing Fund; (e) Two Hundred Seventy-seven Thousand Dollars (\$277,000) (the "Near West Economic Development Assistance") to be used by the City's Department of Planning and Development ("D.P.D."), in partnership with N.W.S.C.D.C, during a five (5) year period to assist (in the form of grants, loans, equity contributions, delegate agency contracts or such other forms as the Commissioner of D.P.D. shall approve) in the implementation of one or more commercial development projects to be located within the U.I.C. Neighborhoods Initiative area bounded by Lake Street on the north, Ashland Avenue on the east, Van Buren Street on the south and Western Avenue on the west, as identified in the Grant Agreement; and (f) Two Hundred Seventy-seven Thousand Dollars (\$277,000) (the "Pilsen Economic Development

Assistance") to be used by D.P.D., in partnership with E.S.D.C., during a five (5) year period to support (in the form of grants, loans, equity contributions, delegate agency contracts or such other forms as the Commissioner of D.P.D. shall approve) redevelopment of major commercial instrcuctures within the U.I.C. Neighborhoods Initiative area bounded by West 16th Street on the north, the Dan Ryan Expressway on the east, and Adlai E. Stevenson Expressway on the south and South Western Avenue on the west, as identified in the Grant Agreement; and

WHEREAS, The City's Department of Housing ("D.O.H.") has available not less than One Hundred Thousand Dollars (\$100,000) for its Single-Family Loan Program (the "Single-Family Program") under the C.D.B.G. Program, wherein rehabilitation loans are made available to homeowners of properties containing one to four dwelling units located in low- and moderate-income areas, and the Single-Family Program is administered by D.O.H.; and

WHEREAS, D.O.H. proposes to use One Hundred Thousand Dollars (\$100,000) of Single-Family Program funds as a match for the Subgrant funds, to be divided into equal parts (or such other parts as the Commissioner of D.O.H. shall approve) and contributed to the T.R.P. Housing Fund and the N.W.S.C.D.C. Housing Fund; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The sum of One Million One Hundred Seventy-four Thousand Dollars (\$1,174,000) is hereby appropriated from Fund 925 for the purposes set forth above. The Comptroller is authorized to disburse, for the purposes set forth above and pursuant to the provisions of the Grant Agreement and the C.D.B.G. Program regulations (a) Six Hundred Twenty Thousand Dollars (\$620,000) of such funds at the direction of the Commissioner of D.O.H. or her designated representative, and (b) Five Hundred Fifty-four Thousand Dollars (\$554,000) of such funds at the direction of the Commissioner of D.P.D. or his designated representative.

SECTION 3. The Commissioner of D.O.H. and the Commissioner of D.P.D. (collectively, the "Commissioners") and a designee of each such Commissioner are each hereby authorized subject to approval by the Corporation Counsel, to accept the Subgrant from U.I.C. and to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Subgrant and the terms and program objectives of the C.D.B.G. Program and the Grant Agreement. The Commissioners are each hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Subgrant which do not substantially modify the terms described hereinabove.

SECTION 4. Commissioner of D.O.H. and a designee of such Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments with U.I.C., T.R.P., N.W.S.C.D.C. and such other parties as may be required in connection therewith and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the T.R.P. Housing Fund, the T.R.P. Grant, the N.W.S.C.D.C. Housing Fund and the N.W.S.C.D.C. Grant and the terms and program objectives of the C.D.B.G. Program and the Grant Agreement. The Commissioner of D.O.H. is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the T.R.P. Housing Fund, the T.R.P. Grant, the N.W.S.C.D.C. Housing Fund and the N.W.S.C.D.C. Grant which do not substantially modify the terms described hereinabove. The Commissioner of D.P.D. and a designee of such Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments with U.I.C., N.W.S.C.D.C., E.S.D.C. and such other parties as may be required in connection therewith and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Near West Economic Development Assistance and the Pilsen Economic Development Assistance and the terms and program objectives of the C.D.B.G. Program and the Grant Agreement. The Commissioner of D.P.D. is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Near West Economic Development Assistance and the Pilsen Economic Development Assistance which do not substantially modify the terms described hereinabove.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

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

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND
AMENDMENT TO 1996 ANNUAL APPROPRIATION
ORDINANCE FOR IMPLEMENTATION OF
GALLERY 37 AFTER SCHOOL
PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing a supplemental appropriation and an amendment to the 1996 Annual Appropriation Ordinance necessary to implement the Gallery 37 after school program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is dedicated to creating and supporting constructive, positive activities for young people throughout the City through the creation of its Gallery 37; and

WHEREAS, The City of Chicago wishes to enter into a partnership with the Chicago Public Schools to provide a new after school program that will provide job training in the arts at seventeen Chicago high schools; and

WHEREAS, The City has loan recapture funds available from the United States Department of Housing and Urban Development's Urban Development Action Grant ("U.D.A.G.") program and the Gallery 37 initiative is an eligible expense of the U.D.A.G. program loan recapture funds; now, therefore,

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

SECTION 1. The sum of One Hundred Fifty Thousand Dollars (\$150,000) not previously appropriated is hereby appropriated from Fund 899 -- U.D.A.G. Loan Recapture, subject to all applicable terms, conditions and restrictions contained in 24 C.F.R. 570 of the Code of Federal Regulations and as indicated in the attached Exhibit A.

SECTION 2. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Fund 899 -- Urban Development Action Grant Loan Recapture.

Code	Department And Item	Add Amount
	Department Of Cultural Affairs -- 23	
	Gallery 37 After School Program -- 2655	
.0991	To provide matching and supplementary funds for grants currently in effect as well as new grants to be expended under the direction of the Budget Director	\$150,000

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND
AMENDMENT TO 1996 ANNUAL APPROPRIATION
ORDINANCE TO REFLECT INCREASE IN
GRANT FUNDS RECEIVED FROM
FEDERAL, STATE AND
PRIVATE AGENCIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 26, 1996.

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 1996 Annual Appropriation Ordinance necessary to reflect an increase in the amount of grant funds received from federal, state and private agencies, having been presented with a proposed substitute ordinance by the Office of Budget and Management, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

Alderman Allen 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 1996 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 the 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 has been awarded additional grant funds in the amount of Sixty-eight Thousand Dollars (\$68,000) by the United States Department of Health and Human Services which will be used to provide services for the local tuberculosis control elimination program; and

WHEREAS, The City through its Department of Environment has been awarded grant funds in the amount of Four Hundred One Thousand Dollars (\$401,000) by the Illinois Environmental Protection Agency which will be used to remediate process and regulate the disposal of waste materials in the City; and

WHEREAS, The City through its Department on Aging has been awarded additional grant funds in the amount of Two Thousand Dollars (\$2,000) by the Reynolds Meals Company and the National Association of Meal Programs which will be used to underwrite the cost of the City's congregate meal program; and

WHEREAS, The City through its Department of Police has been awarded additional grant funds in the amount of Forty-seven Thousand Dollars (\$47,000) by the Illinois Criminal Justice Information Authority which will be used to support the City's Violence Reduction in Urban Areas Program; and

WHEREAS, The City through its Department of Transportation has been awarded grant funds in the amount of Eighty Thousand Dollars (\$80,000) by the Illinois Department of Transportation which will be used to conduct an arterial street study; now, therefore,

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

SECTION 1. The sum of Five Hundred Ninety-eight Thousand Dollars (\$598,000) not previously appropriated, representing increased awards from agencies of the federal and state governments and a private corporation, has become available for appropriation for the year 1996.

SECTION 2. The sum of Five Hundred Ninety-eight Thousand Dollars (\$598,000) not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 1996, and the Annual Appropriation Ordinance for the Year 1996, 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 1996 Appropriation Ordinance.

925 -- Grant Funds

Code	Department And Item	Strike Amount	Add Amount
	Estimate Of Grant Revenue For 1996		
	Awards from Agencies of the Federal Government	\$758,294,008	\$758,409,008

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Code	Department And Item	Strike Amount	Add Amount
	Awards from Agencies of the State Government	\$86,714,000	\$87,195,000
	Awards from Private Agencies	5,886,000	5,888,000
41	Department Of Health: Tuberculosis Control/ HIV/T.B. Related	2,181,000	2,249,000
47	Department On Aging: Thanksgiving Meal Delivery -- Reynolds/ N.A.M.P.	2,000	4,000
57	Department Of Police: Violence Reduction -- B.J.A.	829,000	876,000
72	Department Of Environment: Solid Waste Processing Grant	0	401,000
84	Department of Transportation: State Planning and Research (S.P.R.) Funds	0	80,000

AUTHORIZATION FOR EXECUTION OF GRANT AGREEMENTS
WITH SPECIFIC AGENCIES FOR ALLOCATION OF
EMPOWERMENT ZONE FUNDS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the execution of grant agreements between the City of Chicago and specific agencies necessary for the allocation of Empowerment Zone Funds, 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 Burrell dissenting.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Dixon, Buchanan, Huels, Frias, Olivo, Burke, Coleman, Murphy, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Wojcik, Suarez, Gabinski, Mell, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore -- 35.

Nays -- Aldermen Tillman, Steele, Shaw, Evans, Burrell, Austin, Shiller -- 7.

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

The following is said ordinance as passed:

WHEREAS, In Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66), the Congress of the United States authorized the United States Department of Housing and Urban Development to designate not more than six empowerment zones and not more than sixty-five enterprise communities in urban areas of the United States; and

WHEREAS, Empowerment zones and enterprise communities are authorized for economically disadvantaged areas, and are intended to be areas of concentrated economic development activity, developed through implementation of strategic plans involving economic opportunity, sustainable community development, community-based partnerships, and strategic vision for change of the affected community; and

WHEREAS, Pursuant to ordinances passed by the City Council of the City of Chicago on April 13, 1994 (published at pages 48392 -- 48393 of the Journal of Proceedings of the City Council of that date) and on May 18, 1994 (published at pages 50685 -- 50708 of the Journal of Proceedings of the City Council of that date), the city's Commissioner of Planning and Development submitted the city's application for designation of one empowerment zone and/or one or more enterprise communities within eligible areas in the city; and

WHEREAS, The United States Department of Housing and Urban Development approved the city's application for designation of an empowerment zone on December 21, 1994, making the city eligible to receive a minimum of One Hundred Million Dollars (\$100,000,000) in Title XX funds from the United States Department of Health and Human Services; and

WHEREAS, Pursuant to Chapter 2-151 of the Municipal Code of Chicago, the Empowerment Zone/Enterprise Community Coordinating Council was created for various purposes related to the empowerment zone and enterprise communities, including to coordinate the implementation and periodic revision of EZ/EC strategic plans; to advise the city and other participating governments on all aspects of strategic plan implementation, including allocation of Title XX funds awarded to the city for its EZ in accordance with the strategic plan; and to receive, review and make recommendations on all applications for allocations of EZ/EC funds; and

WHEREAS, Chapter 2-151 also provides that the Coordinating Council shall submit its recommendations for the use of EZ/EC Title XX funds to the City Council for final actions; and

WHEREAS, The Coordinating Council has issued requests for proposals for the use of EZ/EC Title XX funds, and has considered various proposals and recommended approval of proposals described in Appendix A to this ordinance; now, therefore,

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

SECTION 1. Subject to the approval of the Corporation Counsel as to form and legality, and to the approval of the City Comptroller, the Commissioner of Planning and Development is authorized to execute grant agreements with the parties named in Appendix A, for the respective purposes and amounts described therein, and subject to the terms and conditions contained in Appendix A. Funding for each agreement shall be as described in Appendix A. Each agreement shall contain provisions for monitoring of performance and auditing consistent with standards for similar agreements funded through other sources.

SECTION 2. This ordinance shall be effective from and after its passage and approval.

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

Appendix "A".

Master Number	Organization Name	EZ/EC	Recommended Funding
00011	MidSouth Planning and Development Commission	SEZ	\$ 110,000.00
00020	Alivio Medical Center	PLV	1,700,000.00
00030	The Resurrection Project	PLV/WEC	600,000.00
00045	Bethel New Life	WEZ	145,000.00
00059	Eighteenth Street Development Corporation	PLV	300,000.00
00060	Eighteenth Street Development Corporation	PLV	25,000.00
00062	Eighteenth Street Development Corporation	PLV	10,000.00

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Master Number	Organization Name	EZ/EC	Recommended Funding
00078	Instituto del Progreso Latino	PLV	\$ 340,000.00
00081	Century Place Development Corporation	SEZ	262,645.00
00084	Upward Bound, Inc.	WEC	170,000.00
00094	Fund for Community Redevelopment	SEZ	473,909.00
00095	Fund for Community Redevelopment	SEZ	1,272,990.00
00133	Sutherland Community Arts Initiative	SEZ	500,000.00
00279	Chicago Public Schools	ALL	741,540.00
00325	Y.M.C.A. of Metropolitan Chicago	WEZ/WEC	274,500.00
00333	Connections Adult Learning Center	WEC	10,000.00
	Mayor's Office of Employment and Training One-Stop Career Center	WEZ	1,200,000.00
		TOTAL:	\$8,136,084.00

Attachment 1.
(To Appendix "A")

Chicago's First EZ/EC Projects.

Economic Empowerment Initiative.

The Economic Empowerment R.F.P. called for proposals to alleviate poverty through the creation of economic opportunities for low-income residents as a way of fostering self-sufficiency and building sustainable communities in the EZ/EC areas. It called for an integrated approach to industrial, commercial/retail and small business development, and specifically requested proposals to support the development of model industrial corridors and commercial areas, to redevelop brownfields and to establish business incubators. Four of the first sixteen EZ/EC proposals address the area of economic empowerment. These include:

Overton Hygienic Business Incubator

Number 011 -- Mid-South Planning and Development Commission
Project Address: 3615 -- 3625 South State Street (South EZ)
Ward: 2

This project calls for the rehabilitation of the architecturally and historically significant Overton Hygienic building in order to provide leasing space to fledgling businesses. Located at the center of the Black Metropolis Historic District (4307 South Dr. Martin Luther King, Jr. Drive), the Overton Hygienic building was built and financed by the famous African-American entrepreneur Anthony Overton. This proposal seeks EZ/EC funds to once again make the Overton Hygienic building an economic engine for African-American small business owners.

Pilsen Industrial Corridor

Number 059 -- Eighteenth Street Development Corporation
Project Address: Pilsen Industrial Corridor (PLV EZ)
Ward: 25

Running along Cermak Road between South Halsted Street and South Ashland Avenue, the Pilsen Industrial Corridor is one of six (6) industrial corridors located within or partially within the EZ/EC and represents an important opportunity for Chicago to retain, expand and recruit high-wage jobs and EZ/EC areas. Access to major transportation routes, a ready workforce, a committed core of

employers and a renewed commitment to improve the city's industrial areas all offer hope. Accordingly, this proposal seeks EZ/EC funds for infrastructure improvements and landscaping to help in the effort to retain local businesses, promote their expansion and attract new investment into the area.

Industrial Job Link

Number 060 -- Eighteenth Street Development Corporation
Project Address: Pilsen and Western/Ogden Industrial Corridor
(PLV EZ)
Ward: 25

An important objective of the industrial corridors located in the EZ/EC areas is to strengthen the linkage between corridor employers and nearby communities. The approximately two hundred (200) acres of the Pilsen Industrial Corridor located within the EZ is home to sixty (60) employers and three thousand (3,000) industrial jobs. And the approximately two hundred (200) acres of the Western/Ogden Industrial Corridor located within the EZ is home to forty-five (45) employers and some two thousand five hundred (2,500) jobs. This proposed job link would establish a formal mechanism for linking EZ residents (and federal wage tax credits) with these industrial employers -- and commit to placing more than fifty (50) EZ residents into area jobs.

47th & Lake Park Shopping Center

Number 094 -- Fund for Community Redevelopment
Project Address: 47th and Lake Park Avenue (South EZ)
Ward: 4

Recognizing that communities in the EZ/EC are underserved for a variety of basic goods and services, the EZ/EC R.F.P. solicited proposals for commercial redevelopment. This particular proposal calls for the redevelopment of a 75,000 square foot, city-owned site at 47th and Lake Park Avenue in the North Kenwood/Oakland area. Anchored by a grocery store and supported by smaller stores offering neighborhood goods and services, this project is expected to provide one hundred fifty (150) construction jobs and two hundred (200) post-construction jobs to area residents.

Affordable And Accessible Housing.

Proposals requested under the Housing R.F.P. were not only intended to provide EZ/EC residents with affordable housing, but to stabilize EZ/EC

communities, help residents build equity and expand employment in the construction trades. Four of the EZ/EC's first projects address these multi-faceted goals:

West Side Residential Rehabilitation

Number 030 -- The Resurrection Project

Organization Address: 1818 South Paulina Street
(PLV EZ and West EC)

Ward: 25

One of the proposals solicited in the Housing R.F.P., the Small Building Rehab Program, directly responded to the unique fact that because few large, multi-family residential buildings exist in many neighborhoods, it is difficult for developers in these areas to follow the typical Chicago rental rehab model of developing large buildings with financing packages of tax credits. Under the Small Building Rehab Program, then, this project proposes to acquire, rehabilitate and lease fifty (50) units of rental housing in buildings containing four (4) to eight (8) units for very-low income families in Pilsen/Little Village, South Lawndale and the near west side.

Another goal of this project will be to employ community business people. The developer has established a construction cooperative and contractors incubator for local construction trades contractors.

Employer-Assisted Housing Initiative

Number 045 -- Bethel New Life

Organization Address: 367 North Karlov Avenue (West EZ)

Ward: 28

This project seeks to promote both affordable housing and economic development by promoting homeownership and the use of EZ wage tax credits in the West EZ/EC. Employers in the west side's industrial corridors and commercial districts will be linked with lenders and other housing resources to help their employees own homes, and EZ wage tax credits will be marketed to promote the hiring of EZ residents. By fostering homeownership and assisting in the retention and expansion of existing businesses through EZ wage tax credits, this project can help stabilize all of the west side's seven (7) communities.

The following four (4) outcomes are anticipated by the end of the first year: (1) twenty-five (25) employees will purchase homes in the EZ/EC, (2) participating companies will utilize wage tax credits for twenty (20) new employees ; (3) non-for-profit community-based organizations will market 20 housing units to program participants; and (4) \$2.5 Million Dollars in mortgage funds will be committed to

the West Side's EZ/EC neighborhoods. It is also expected that this Employer-Assisted Housing initiative will be replicable throughout all of the EZ/EC by the end of the first year.

Lawndale Condominium Rehabilitation

Number 084 Upward Bound

Project Address: 1241 South Central Park Avenue and 1236 South Sawyer Avenue (West EC)

Ward 24.

The North Lawndale community in the West Side EC suffers from both lack of affordable housing and the abundance of abandoned housing structures owned by people who do not live in the neighborhood. To preserve existing housing and provide home ownership to very low-income families, this project proposes to acquire and rehabilitate two properties located at 1241 South Central Park Avenue, and 1236 South Sawyer Avenue and to make these units available to very low-income families. Three bedroom units will sell for \$50,000 to \$60,000 and local residents and businesses will be used to provide services for this project.

Kenwood/Oakland Apartment Rehabilitation.

Number 095 fund for Community Redevelopment

Project Address: 4001 South Ellis Avenue and 811 East 47th Street (South EZ)

Ward: 4.

This project will rehabilitate two currently vacant multi-family apartment buildings located at 811 East 46th Street and 4001 South Ellis Avenue in the Kenwood/Oakland area. As vacant properties these sites are a potential magnet for gangs and drugs. As put forth in this proposal, however, this project will provide 102 units of affordable and accessible housing to low-income families below 60% of the area's median income.

Linking Health And Human Services.

The Health R.F.P. called for a series of proposals to better link governmental and not-for-profit community-based health and human service centers in order to provide and improve services to EZ/EC residents. One of these proposals requested was for the expansion of primary health care in the EZ/EC areas -- many of which are federally designated health professional shortage areas. One such proposal is among the first EZ/EC projects to be recommended.

Pilsen/Little Village Primary Health Care Expansion

Number 020 Alivio Medical Center

Project Address: 2355 South Western Avenue and West 21st and South Morgan Street (PLV EZ)

Ward: 25.

This proposal calls for the expansion of the Alivio Medical Center which has served the Pilsen, Little Village and Back of the Yards communities since its inception seven years ago. Over these years, the center has witnessed a 245% increase in the number of patients, and it must now expand to meet the needs of area residents. Accordingly, this project proposes adding six exam rooms to the current health center as well as the development of a second center to expand primary care and allow for the provision of certain new services.

Youth Futures.

The Youth Futures R.F.P. initiative focuses on the development of EZ/EC youth into adults who can become economically productive and socially responsible by learning the skills, discipline, attitude and initiative to make work rewarding. One of the proposals included in the first group of EZ/EC projects is an effort to transform Chicago Public Schools in the EZ/EC into community learning centers that would do just that.

21st Century Community Learning Centers

Number 279 -- Chicago Public Schools

Project Address: 25 different locations (All EZ and EC)

Ward: Multiple Wards.

This project proposes developing twenty-five schools that serve EZ/EC into 21st Century Community Learning Centers that will partner with local communities to focus on six (6) priority education objectives. These include:

Programs to help community youth strengthen their literacy skills;

Integrated education, health, social services and recreational or cultural activities to develop practices and projects that increase human capacity to learn;

Summer and weekend school programs to enhance the health and safety of the community through recreational and educational summer and weekend programs;

Telecommunications and technology education programs to enable community members to use electronic technology to access information, solve problems, and explore new forms of communication to facilitate learning;

Parenting skills and education programs to foster awareness of the values that parents instill in their children and to increase family participation in social, emotional and academic growth of their children; and

Employment counseling, training and placement to assist community members in career planning by identifying employment opportunities and to help them develop the skills required to obtain and maintain employment.

Human And Organizational Capacity Building.

While there was no specific R.F.P. for Human and Organizational Capacity Building the R.F.P. encouraged the inclusion of capacity building components as part of proposals that address other strategic initiative areas as well. Three (3) of the initial proposals fell into this category.

Pilsen Small Business Training Institute

Number 062 -- Eighteenth Street Development Corporation
Organization Address: 1839 South Carpenter Street PLV EZ
Ward: 25.

A strong need exists for self-employment training in the Pilsen/Little Village communities. This proposal targets thirty (30) EZ residents with business potential for participation in the Small Business Training Institute. The training will consist of eight (8) weekly sessions of three (3) hours each to provide participants with the basic skills to competently run a business, to monitor the health of the business and a framework with which to understand the implications of their business decisions.

Community-Based Computer Center

Number 078 -- Instituto del Progreso Latino

Organization Address: 2570 South Blue Island Avenue (PLV EZ)

Ward: 25.

This project proposes to develop a computer skills and employment training program using state-of-the art computers to provide training in business applications and to take advantage of new technologies to enhance adult basic education and literacy programs. The lab will be located on South Blue Island Avenue near South Western Avenue and will serve the Pilsen and Little Village communities. It is estimated that within three (3) years one hundred thirty-five (135) persons will have participated in the program. Eighty (80) will have passed the G.E.D. and completed the computer training and qualified them for business data entry jobs. At least sixty-seven (67) of those who complete the basic program will be employed in related occupations, will have completed the advanced computer training course and apprenticeships or will have enrolled in two (2) and four (4) year college programs in the field. Of those completing advanced training and apprenticeships, eighty percent (80%) will advance to jobs appropriate for their skill level.

Job Readiness And Training

Number 333 -- Connections Adult Learning Center

Project Address: 3128 South Central Park Avenue (West EC)

Ward: 24.

This project proposes to partner with Malcolm X College, one of the City Colleges of Chicago, to help make residents in the North Lawndale community job ready. It will target two hundred (200) students for G.E.D. preparation classes, basic reading and math classes, one-on-one tutoring, and computer-assisted instruction opportunities, and provide English as a second language classes to fifty (50) other students.

Cultural Diversity.

The Cultural Diversity R.F.P. was designed not only to support artistic excellence and cultural opportunities in the underserved areas, but to help eliminate cultural or ethnic bias and to promote economic development and tourism. Three (3) of the Chicago EZ's first projects fell under this category. They are:

Sutherland Ballroom Rehabilitation.

Number 081 Century Place Development Corporation
Project Address: 4659 South Drexel Boulevard (South EZ)
Ward: 4.

Sutherland Arts Incubator.

Number 133 Sutherland Community Arts Initiative
Project Address: 4659 South Drexel Boulevard (South EZ)
Ward: 4.

These joint projects in the EZ/EC's south cluster are examples of how the arts can be used to build community spirit and generate economic benefits. Together, these projects propose to rehabilitate the Sutherland Ballroom Community and Cultural Center (4659 South Drexel Boulevard -- formerly the Hotel Sutherland and the Sutherland Show Lounge, where many jazz greats once performed -- and to establish an arts incubator at the site. The incubator will promote creative employment opportunities for artists and expose youth to arts education programs and new role models.

Children Arts & Education Center.

Number 325 Young Men's Christian Association of Metropolitan
Chicago
Project Address: 1001 West Roosevelt Road (West EZ and EC)
Ward: 2.

Chicago's near west side is one of the City's most economically disadvantaged communities. Within this community, this project proposes to establish an innovative Children's Arts and Education Center at the Duncan Young Men's Christian Association. Building on the Duncan Young Men's Christian Association past success with children's dance programs and the acclaimed Write's Voice Literary Arts Program, this new state-of-the-art facility will help children and families harness the power of creativity and self expression. That is why this project involves physical improvements to the Duncan Young Men's Christian Association on the west side as well as support for arts programs, such as video and magazine production, radio station/sound studio, acting workshops, dance, writing and music.

One-Stop Career Center.

One-stop career centers are focal points for the delivery of a complete array of work force development services. One-stops consolidate

fragmented programs and streamline bureaucracy to improve quality, efficiency, and the range of services available to employers and job seekers alike. For employers, one-stop centers minimize bureaucracy by providing a single point of contact for a variety of information as well as assistance in hiring, training, or retraining workers. For job-seekers, one-stop centers provide an identifiable and user-friendly focal point for an array of employment and training-related services, including information on available jobs, occupational trends, and available skill training resources.

The one-stop career centers will further the goals of the Empowerment Zone in several respects. First, it serves to alleviate poverty by creating job opportunities and improving workers' skills. Second, one-stop centers reinvent government by facilitating relationships between workers, employers, and government agencies through the diminished role of bureaucracy. Finally, it will be linked to community-based organizations to ensure that the community residents' needs are being met.

Homan Square.

Project Address: 3331 West Arthington Street (West E.Z.)
Ward: 24.

Homan Square on the west side has been selected as the first site for a One-Stop Career Center in the Empowerment Zone. Daley College has been designated as the second site and six other site developments are planned throughout Chicago for the next three years, contingent on sufficient funding.

AUTHORIZATION FOR INSTALLATION OF WATER MAINS AT SPECIFIED LOCATIONS

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration thirteen orders (under separate committee reports) authorizing the installation of water mains at various locations, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

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

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

Portion Of South Federal Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,716 feet of 12-inch ductile iron water main in South Federal Street, from West Polk Street to West Van Buren Street, at a total estimated cost of \$344,759 chargeable to appropriation Account Number 264-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-30025.

Portion Of South Hermitage Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,580 feet of 8-inch ductile iron water main in South Hermitage Avenue, from West 47th Street to West 51st Street, at a total estimated cost of \$387,101.70 chargeable to the Appropriation Account Number 264-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-30032.

Portion Of North Lakewood Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 690 feet of 8-inch ductile iron water main in North Lakewood Avenue, from West Wrightwood Avenue to West Schubert Avenue, at a total estimated cost of \$125,909.00 chargeable to the Appropriation Account Number 264-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-30030.

Portion Of North Lockwood Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 243 feet of 8-inch ductile iron water main in North Lockwood Avenue, from West Windsor Avenue to 218 feet north of the northerly line of West Windsor Avenue, at a total estimated cost of \$43,100.00 chargeable to the Appropriation Account Number 264-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-30016.

Portion Of North Oak Park Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,349 feet of 8-inch ductile iron water main in North Oak Park Avenue, from West North Avenue to West Armitage Avenue, at a total estimated cost of \$339,775.36 chargeable to the Appropriation Account Number 264-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-30027.

Portion Of North Paulina Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,130 feet of 8-inch ductile iron water main in North Paulina Street, from West North Avenue to 458 feet north of the northerly line of West Wabansia Avenue, at a total estimated cost of \$190,900.80 chargeable to Appropriation Account Number 264-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-30033.

Portion Of South Sawyer Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 4,020 feet of 8-inch ductile iron water main in South Sawyer Avenue, from West 23rd Street to West 30th Street, at a total estimated cost of \$636,021.39 chargeable to Appropriation Account Number 264-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-30026.

Portion Of South Seeley Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 680 feet of 8-inch ductile iron water main in South Seeley Avenue, from West 103rd Street to West 104th Street, at a total estimated cost of \$100,008.85 chargeable to Appropriation Account Number 264-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-30028.

Portion Of West 51st Street.

Ordered, That the Commissioner of Water is hereby authorized to install 4,860 feet of 24-inch and 277 feet of 8-inch ductile iron water mains in West 51st Street, from South Artesian Avenue to South Hermitage Avenue, at a total estimated cost of \$1,464,904.80 chargeable to Appropriation Account Number 264-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01751.

Portion Of West 72nd Street And South Kostner Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,800 feet of 16-inch and 765 feet of 12-inch ductile iron water main in West 72nd Street, from South Cicero Avenue to South Kostner Avenue and 3,681 feet of 12-inch ductile iron water main in South Kostner Avenue from West 72nd Street to West 77th Place, at a total estimated cost of \$738,000.00 chargeable to Appropriation Account Number 264-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-30031.

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, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration various sign orders (which were referred on March 6, 14 and 15, 1996 respectively) begs leave to recommend that Your Honorable Body do *Pass* the fourteen signs (one -- 13th Ward; one -- 19th Ward; two -- 23rd Ward; one -- 25th Ward; one -- 27th Ward; two -- 32nd Ward; one -- 38th Ward; one -- 40th Ward; two -- 42nd Ward; and two -- 44th Ward) which are transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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):

6345 South Central Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to ASAP Sign & Lighting Mtc., Inc., 276 West State Road 130, Valparaiso, Indiana 46383, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Mom & Dad's Deli, 6345 South Central Avenue:

Dimensions: length, 25.5 feet; height, 9 feet
Height Above Grade/Roof to Top of Sign: 19 feet
Total Square Foot Area: 173 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.

3925 North Cicero Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Company, Inc., 1322 Barclay Boulevard, Buffalo Grove, Illinois 60089, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Video Update, 3925 North Cicero Avenue:

Dimensions: length, 38 feet, 9-3/8 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 155 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.

*5400 South Cicero Avenue.
(32 Square Feet)*

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Rainbow Signs, 2404 Spring Ridge Drive, Suite A, Spring Grove, Illinois 60081, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Days Inn, 5400 South Cicero Avenue:

Dimensions: length, 8 feet, 4 inches; height, 4 feet, 3 inches
Height Above Grade/Roof to Top of Sign: 18 feet
Total Square Foot Area: 32 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.

*5400 South Cicero Avenue.
(150 Square Feet)*

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Rainbow Signs, 2404 Spring Ridge Drive, Suite A, Spring Grove, Illinois 60081, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Days Inn, 5400 South Cicero Avenue:

Dimensions: length, 17 feet, 2 inches; height, 8 feet, 11 inches
Height Above Grade/Roof to Top of Sign: 33 feet
Total Square Foot Area: 150 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.

661 North Clark Street.

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 Joey's, 661 North Clark Street:

Dimensions: length, 4 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 160 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.

*3545 -- 3549 North Clark Street.
(672 Square Feet)*

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Scadron Enterprises, 1015 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3545 -- 3549 North Clark Street:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 75 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

*3545 -- 3549 North Clark Street.
(900 Square Feet)*

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Scadron Enterprises, 1015 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3545 -- 3549 North Clark Street:

Dimensions: length, 45 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 75 feet
Total Square Foot Area: 900 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1880 West Fullerton Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Hichey Electrical Contractors, Inc., 15048 South Cicero Avenue, Oak Forest, Illinois 60452, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1880 West Fullerton Avenue:

Dimensions: length, 21 feet; height, 24 feet
Height Above Grade/Roof to Top of Sign: 48 feet
Total Square Foot Area: 504 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.

2111 West Fullerton Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Signs, Inc., 4044 West McDonough Avenue, 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 Express Car Wash, 2111 West Fullerton Avenue (new sign):

Dimensions: length, 10 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 100 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

730 West Lake Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to All American Sign Co., 5501 West 109th Street, Oak Lawn, Illinois 60453, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 730 West Lake Street (painted wall sign -- advertisement):

Dimensions: length, 104 feet; height, 32 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 3,328 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.

845 North Michigan Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Water Tower Place, 845 North Michigan Avenue:

Dimensions: length, 84 feet; height, 7 feet
Height Above Grade/Roof to Top of Sign: 100 feet
Total Square Foot Area: 217 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.

5300 North Western Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Signs, Inc., 4044 West McDonough Street, Joliet, Illinois 60431, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2001 Oil/Froggy's Car Wash, 5300 North Western Avenue:

Dimensions: length, 11 feet, 1 inch; height, 21 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 32 feet, 6 inches
Total Square Foot Area: 237 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.

9255 South Western Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 560 Windypoint Drive, Glendale Heights, Illinois 60139, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Murray's Auto Parts, 9255 South Western Avenue:

Dimensions: length, 36 feet, 2 inches; height, 6 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 236 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.

200 West 31st Street.

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 JJ's Italian Beef, 200 West 31st Street (double face pole sign):

Dimensions: length, 20 feet, 5 inches; height, 8 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 36 feet, 6 inches
Total Square Foot Area: 355 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

COMMITTEE ON HISTORICAL LANDMARK
PRESERVATION.

DESIGNATION OF CHICAGO BUILDING
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on Monday, March 25, 1996 to consider landmark designation for the Chicago Building (42nd Ward) which was voted do pass by all committee members present (860 -- 880 North Lake Shore Drive was deferred by committee members present, except for Alderman Bernardini and Alderman Smith, whose votes were both no) having had the same under advisement, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

Very truly yours,

(Signed) ALLAN STREETER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schuler, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Section 2-120-690 of the Municipal Code of Chicago, the City of Chicago, through its Commission on Chicago Landmarks ("Commission") has determined that the Chicago Building, located at 7 West Madison Street, Chicago, Illinois is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission on Chicago Landmarks has found that the Chicago Building meets certain criteria for landmark designation listed at Sections 2-120-620 (1), (4), (5) and (7) of the Municipal Code of Chicago; and

WHEREAS, The Chicago Building is an excellent and very visible example of the internationally recognized school of architecture known as the Chicago School; and

WHEREAS, Chicago's contributions to modern commercial architecture, as represented by the Chicago Building, are parallel to Athens and Rome for Classical architecture, Paris for Gothic buildings, and Florence for Renaissance architecture; and

WHEREAS, The Chicago Building has all of the salient features of this important movement, including the use of large "Chicago windows", the use of metal-frame construction and terra cotta as an exterior cladding, and the emphasis on the vertical composition of the facades; and

WHEREAS, The architects for the Chicago Building, which was constructed between 1903 and 1905, was the firm of Holabird & Roche, one of the most prolific architectural firms in the city and a firm which was closely identified with the development of the Chicago School of Architecture; and

WHEREAS, The work of Holabird & Roche had a distinctive architectural character that, in large part, has defined public perceptions of the Chicago School, and the Chicago Building was done in a period in which the firm codified that form, thereby concisely illustrating these principles; and

WHEREAS, The Chicago Building is prominently sited on the southwest corner of State and Madison Streets, historically labelled as the "World's Busiest Corner"; and

WHEREAS, The prominence of the Chicago Building is due in part to the unusual non-alignment of the properties on the west side south of Madison Street with property north of Madison Street, which visually projects the

building eastward into the intersection itself and makes the building highly visible from the north; now, therefore,

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

SECTION 1. The Chicago Building, located at 7 West Madison Street and legally described as:

Lots 1 and 2 in the subdivision of Block 142 in the School Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (Permanent Index Number 17-16-206-003)

is hereby designated in its entirety along with the property on which it stands, as a Chicago landmark. In the Chicago Building the critical features identified for preservation are limited to all exterior elevations, all roofs, and the ground-floor lobby and ground-floor public spaces.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of Section 2-120-700 of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 2-120-720 of the Municipal Code of Chicago, regarding notification of said designation.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

SECTION 5. This ordinance shall be effective notwithstanding the Municipal Code of Chicago and any other ordinances or resolutions to the contrary.

DESIGNATION OF ESSANAY STUDIOS
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on Monday, March 25, 1996 to consider landmark designation for the Essanay Studios (46th Ward) which was voted do pass by all committee members present (860 -- 880 North Lake Shore Drive was deferred by committee members present, except for Alderman Bernardini and Alderman Smith, whose votes were both no) having had the same under advisement, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

Very truly yours,

(Signed) ALLAN STREETER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schuler, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-120, Section 2-120-690 of the Municipal Code of Chicago, the City of Chicago through its Commission on Chicago Landmarks ("Commission") has determined that the Essanay Studios, located at 1333 -- 1345 West Argyle Street, Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the Essanay Studios meet certain criteria for landmark designation as set forth in Sections 2-120-620 (1), (3) and (4) of the Municipal Code of Chicago; and

WHEREAS, The Essanay Studios is representative of the vital role of movie-making in the cultural history of Chicago during the first two decades of the twentieth century; and

WHEREAS, The Essanay Film Manufacturing Company, founded in 1907 by George K. Spoor (1871 -- 1953) and Gilbert M. Anderson (1882 -- 1971), was one of the most technically and artistically innovative and successful film companies in the country; and

WHEREAS, A number of important early film actors and actresses -- including Charlie Chaplin, Gloria Swanson, Ben Turpin, Wallace Beery, Beverly Bayne, Francis X. Bushman, and Max Linder -- were associated with Essanay Studios; and

WHEREAS, The Essanay Studios was a state-of-the-art movie-making facility, embodying distinctive ornamental and technical features; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Essanay Studios is truly important to Chicago and deserves to be preserved, protected, enhanced, rehabilitated, and perpetuated, and the Commissioner of Planning and Development of the City of Chicago and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the Essanay Studios be designated as a Chicago landmark; now, therefore,

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

SECTION 1. The Essanay Studios, located at 1333 -- 1345 West Argyle Street, Chicago, Illinois, and legally described as:

Parcel 1:

A tract of land in the south half of the southwest quarter of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, described as beginning at the north line of said south half at a point 788.37 feet west of the east line of said quarter section: thence west along the north line of said south half, 400 feet; thence southerly parallel to the centerline of Green Bay Road, now Clark Street, 309 feet, more or less, to a point in a line parallel to and 62 rods and 7/10 feet north of the south line of said section, measured along the centerline of said Green Bay Road; thence east along said parallel line 400 feet; and thence northerly in a straight line 309 feet, more or less to the point of beginning (except the north 33 feet of said track taken for Argyle Street)

Permanent Index Numbers: 14-08-314-012 and 14-08-314-013

Parcel 2:

The south 127 feet of a tract of land described as follows: beginning at a point in the north line of the south half of the southwest quarter of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, 647.6 feet west of the east line of said quarter section; thence west along the north line of said south half of the southwest quarter of said Section 8, 140.77 feet; thence southeasterly on a line parallel to the centerline of Green Bay Road (now Clark Street) 310.05 feet, more or less, to a point in a line parallel to and 61 rods, 16.4 feet north of the south line of said section (measured along the centerline of Green Bay Road) being the north line of a strip of land conveyed by Harry L. Reynolds to the Catholic Bishop of Chicago, recorded as Document No. 512177; thence east along said parallel line 140.77 feet, more or less, to the westerly line of Rufus C. Hall's Addition to Argyle; and thence northwesterly along the westerly line Rufus C. Hall's Addition to Argyle 310.05 feet, more or less, to the point of beginning, in Cook County, Illinois

Permanent Index Number: 14-08-314-008

are hereby designated in their entirety, along with the property on which they stand, as a Chicago landmark. The significant historical and architectural features that make an essential contribution to the qualities and characteristics by which the buildings meet three of the seven criteria for designation are: all exterior elevations, including the roofs, and the structural systems of the buildings.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of Section 2-120-700 of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 2-120-720 of the Municipal Code of Chicago, regarding notification of said designation.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

SECTION 5. This ordinance shall be effective notwithstanding the Municipal Code of Chicago or any other ordinance or resolution to the contrary.

DESIGNATION OF HAWTHORNE PLACE DISTRICT
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on March 25, 1996 to consider landmark designation for the Hawthorne Place District (44th Ward) and for which a substitute ordinance was submitted and voted do pass (860 -- 880 North Lake Shore Drive was deferred by committee members present, except for Alderman Bernardini and Alderman Smith, whose votes were both no) having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Very truly yours,

(Signed) ALLAN STREETER,
Chairman.

On motion of Alderman Bernardini, 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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-120, Section 2-120-690 of the Municipal Code of Chicago, the City of Chicago through its Commission on Chicago Landmarks ("Commission") has determined that the Hawthorne Place District, located on the north side of Chicago in the 44th Ward, in Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the Hawthorne Place District meets certain criteria for landmark designation as set forth in Sections 2-120-620 (1), (6) and (7) of the Municipal Code of Chicago; and

WHEREAS, The Hawthorne Place District has character, interest and value as a one-block enclave of large homes set back on large lots, between the fast-moving roadway of North Lake Shore Drive and the busy commercial thoroughfare of North Broadway; and

WHEREAS, John and Benjamin McConnell, two early residents of the Town of Lake View, subdivided this land and built their own homes upon it, setting the tone for the street as a desirable environment; and

WHEREAS, The street contains a rare example of frame construction by the famous firm of Burnham and Root, as well as substantial homes by a variety of Chicago architects; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Hawthorne Place District is truly important to Chicago and deserves to be preserved, protected, enhanced, rehabilitated and perpetuated, and the Commissioner of Planning and Development of the City of Chicago and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the Hawthorne Place District be designated a Chicago landmark; now, therefore,

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

SECTION 1. The Hawthorne Place District, located in Chicago, Illinois, is hereby designated a Chicago landmark. In the Hawthorne Place District, the critical features that make an essential contribution to the qualities and characteristics by which the district meets three of the seven criteria for designation are: all the exterior faces of all the structures and the streetscape within the boundaries defined below. Building interiors are not considered critical features of the district.

The Hawthorne Place District consists of the properties, both publicly and privately owned, legally described as:

The west 90 feet of Lot 1 and all of Lots 2 through 9, inclusive, the east 98.64 feet of Lot 14, all of Lots 15 through 20, inclusive, all in the subdivision of Block 16; and

Lot A in the consolidation of parts of Lots 13 and 16 in Hundley's Subdivision; and

Lot 1 in the Owner's Division of Lot 13 in the subdivision of Block 16 and the southerly 15 feet of Lots 20 and 21 and part of the west half of Lot 22 in the subdivision of Block 13, all in Hundley's Subdivision of Lots 3 to 21 and 27 to 33 in Pine Grove, a subdivision of fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

The District consists of all the properties within the following boundaries:

beginning at a point 270 feet, more or less, west of the west line of North Lake Shore Drive on the south line of West Hawthorne Place; thence northwesterly 310 feet, more or less, across West Hawthorne Place and continuing along the east property line of 530 West Hawthorne Place; thence southwesterly 510 feet, more or less, along the rear property lines of the north side of West Hawthorne Place; thence north 15 feet; thence southwesterly 150 feet; thence south 15 feet; thence southwesterly 54.68 feet; thence north 15 feet; thence southwesterly 55 feet along the rear property lines of the north side of West Hawthorne Place; thence southeasterly 265.3 feet, along the west boundary line of 588 West Hawthorne Place, extended to the south line of West Hawthorne Place; thence east along the south line of West Hawthorne Place to a point 47 feet, more or less, east of the east line of North Broadway, to the west property line of 593 West Hawthorne Place; thence south 90 feet, more or less, along this west property line of 593 West Hawthorne Place, to the south property line of 593 West Hawthorne Place; thence east 415 feet, more or less, along the rear property lines of the south side of West Hawthorne Place to the east property line of 557 West Hawthorne Place; thence northwesterly 235 feet, more or less, along the east property line to the south line of West Hawthorne Place; thence northeasterly 330 feet, more or less, along the south line of West Hawthorne Place to the point of beginning.

The street addresses within the Hawthorne Place District are:

530, 538, 546, 558, 560, 568, 574, 580 and 588 West Hawthorne Place
and

557, 567, 577, 579, 585, 587, 593 West Hawthorne Place.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to install said plaque within the district in accordance with the provisions of Section 2-120-700 of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 2-120-720 of the Municipal Code of Chicago regarding notifications of designation.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

SECTION 5. This ordinance shall be effective notwithstanding the Municipal Code of Chicago or any other ordinance or resolution to the contrary.

DESIGNATION OF HOTEL ST. BENEDICT FLATS
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on Monday, March 25, 1996 to consider landmark designation for the Hotel St. Benedict Flats (42nd Ward) which was voted do pass by all committee members present (860 -- 880 North Lake Shore Drive was deferred by committee members present, except for Alderman Bernardini and Alderman Smith, whose votes were both no) having had the same under advisement, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

Very truly yours,

(Signed) ALLAN STREETER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-120, Section 2-120-690 of the Municipal Code of Chicago, the City of Chicago through its Commission on Chicago Landmarks ("Commission") has determined that the Hotel St. Benedict Flats, located at 40 -- 52 East Chicago Avenue and 801 -- 805 North Wabash Avenue, Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the Hotel St. Benedict Flats meets certain criteria for landmark designation as set forth in Sections 2-120-620 (1), (3), (4), (5) and (7) of the Municipal Code of Chicago; and

WHEREAS, The Hotel St. Benedict Flats is a tangible record of redevelopment of the near north side as one of Chicago's most exclusive and fashionable residential areas; and

WHEREAS, Patrick J. Sexton, the developer of the Hotel St. Benedict Flats, was a leader in the construction industry who helped to rebuild Chicago after the Fire of 1871 and, further, enhanced the economic welfare and social standing of his fellow Irish-Catholic countrymen in Chicago; and

WHEREAS, James J. Egan, the architect of the Hotel St. Benedict Flats, is significant in the history of the development of the City of Chicago for the numerous Roman Catholic churches he designed and for public buildings he executed for the city and state governments; and

WHEREAS, The Hotel St. Benedict Flats, as an early apartment building, documents the advent of an innovative solution to domestic housing for city residents and represents the creative way architects made apartment living acceptable to the middle and upper-middle classes who heretofore had favored only single-family dwellings; and

WHEREAS, The stylistic treatment of the Hotel St. Benedict Flats, a composite of Neo-Greco and Victorian Gothic, represents a transition in architectural thinking from historically inspired designs to original compositions and, further, no examples of this type of comparable quality to the Hotel St. Benedict Flats are still extant in Chicago; and

WHEREAS, For well over a century, the distinctive physical appearance of the Hotel St. Benedict Flats has represented a well established presence in the near north side community and what is now called the Streeterville neighborhood, where its low heights serve as an antidote to the contemporary skyscrapers predominating in the area, and where its variegated colors and lively detail add visual interest and urban ambience to the high-density streetscapes of North Wabash and East Chicago Avenues; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Hotel St. Benedict Flats is truly important to Chicago and deserves to be preserved, protected, enhanced, rehabilitated and perpetuated, and the Commissioner of Planning and Development of the City of Chicago and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the Hotel St. Benedict Flats be designated as a Chicago landmark; now, therefore,

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

SECTION 1. The Hotel St. Benedict Flats, located at 40 -- 52 East Chicago Avenue and 801 -- 805 North Wabash Avenue, Chicago, Illinois, and legally described as:

all of Lots 6 and 7 and that part of Lot 3 lying south of a line 107 feet north of and parallel to the south line of said Lots 6 and 7, all in the subdivision (by the Benedictine Order of Chicago) of Block 22 in the Canal Trustees' Subdivision of the south fractional quarter of fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

Permanent Index Number 17-03-230-008

is hereby designated in its entirety along with the property on which it stands, as a Chicago landmark. The critical features identified for preservation are the East Chicago Avenue and North Wabash Avenue facades and their attendant roof lines.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of Section 2-120-700 of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 2-120-720 of the Municipal Code of Chicago.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

SECTION 5. This ordinance shall be effective notwithstanding the Municipal Code of Chicago and any other ordinance or resolution to the contrary.

COMMITTEE ON HOUSING AND REAL ESTATE.

AMENDMENT OF SITE DESIGNATIONS FOR CHICAGO
BOARD OF EDUCATION'S 1990 CAPITAL
IMPROVEMENT PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, having met on March 21, 1996 and having had under consideration an ordinance, which was referred by the Public Building Commission, amending site designations for Chicago Board of Education projects as part of the 1990 Capital Improvement Program (referred to committee March 6, 1996), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance 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 said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, At the request of the Board of Education of the City of Chicago (the "Board"), the Public Building Commission of Chicago (the "Commission") has heretofore undertaken the 1990 Capital Improvement Program involving the acquisition, construction, alteration, repair, renovation and rehabilitation of public schools and ancillary facilities (the "Project"); and

WHEREAS, Pursuant to the provisions of "An Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties, approved July 5, 1995", as amended (the "Act"), the Commission, by resolution, heretofore selected, located and designated certain sites for the Project; and

WHEREAS, The City Council of the City of Chicago (the "City Council") passed an ordinance (the "Site Designation Ordinance") approving the site designations for the Project on May 16, 1990, at pages 16233 through 16244, inclusive, of the Journal of Proceedings of the City Council (the "Journal") of such date; and

WHEREAS, The Site Designation Ordinance was heretofore amended by the City Council at the request of the Commission on March 15, 1991 at pages 31237 through 31250 of the Journal of such date; January 14, 1992 at pages 11601 through 11628 of the Journal of such date; May 20, 1992 at pages 16378 through 16380 of the Journal of such date; July 14, 1993 at pages 35336 through 35338 of the Journal of such date; April 13, 1994 at pages 48514 through 48516 of the Journal of such date; and November 15, 1995 at pages 12517 through 12528 of the Journal of such date; and

WHEREAS, The Commission has further amended the sites designated for the Project by including the acquisition of additional property (the "Additional Sites") as described in Section 1 hereinbelow; and

WHEREAS, The Additional Sites lie wholly within the territorial limits of the City, are conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and provide appropriate architectural settings and adequate landscaping for the Project; and

WHEREAS, Pursuant to the requirements of Section 14 of the Act, the Commission has requested that the City Council approve the Additional Sites so selected, located and designated by the Commission in connection with the Project; now, therefore,

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

SECTION 1. The Site Designation Ordinance is hereby amended by including the following Additional Sites as sites to be acquired and improved by the Commission in connection with the Project:

Additional Sites

Nixon Elementary School
2120 -- 2158 North Kedvale Avenue
and 2149 -- 2159 North Keeler
Avenue
Chicago, Illinois 60639

Nobel Elementary School
1401 -- 1507 North Tripp
Avenue and 1400 -- 1466
North Tripp Avenue
Chicago, Illinois 60651

SECTION 2. With the exception of the amendments described hereinabove, all other provisions of the Site Designation Ordinance, as amended from time to time, are hereby ratified and affirmed.

SECTION 3. This ordinance shall be effective immediately upon its passage as required by law.

AMENDMENT OF ENABLING ORDINANCE FOR NEW HOMES
FOR CHICAGO PROGRAM TO ALLOW MASONRY
CONSTRUCTION AND TO CONSOLIDATE
ALL PRIOR RELATED ORDINANCES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, having met on March 21, 1996 and having had under consideration an ordinance which was referred by the Department of Housing amending the enabling ordinance for the New Homes for Chicago Program to allow for masonry construction and to restate all prior related ordinances as one standard ordinance (referred to committee March 6, 1996), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance 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 said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City owns numerous parcels of residentially zoned, vacant land in the City ("City Lots"); and

WHEREAS, There are numerous parcels of residentially zoned vacant land in the City owned by private parties ("Private Lots"); and

WHEREAS, Many of the City Lots and Private Lots are suitable for the construction of single-family housing; and

WHEREAS, It is in the best interest of the City and its residents for the City to create a program that will promote and assist the construction of quality single-family housing that is affordable to families residing in the City who earn up to one hundred twenty percent (120%) of the median income of City residents, by establishing a program whereby the City may: (a) sell City Lots for an amount as low as \$1.00; (b) make financial subsidies available to offset certain eligible construction costs; (c) waive certain City fees and charges; and (d) provide perimeter site improvements; and

WHEREAS, This program will serve numerous social and economic policy objectives, including the following: (a) making affordable newly constructed single-family housing available for purchase and ownership by income-eligible families; (b) increasing the City's real estate tax base; (c) decreasing the inventory of City-owned vacant land; and (d) stimulating other private investment and development, and thus revitalizing the neighborhoods in which such housing is built; now, therefore,

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

SECTION 1. Findings. All of the above recitals are expressly adopted herein as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. Establishment of the New Homes for Chicago Program. Notwithstanding any prior ordinances to the contrary, there is hereby established the New Homes for Chicago Program

SECTION 3. Goals of the Program. The Program shall be designed and implemented in order to promote the construction and sale of: (a) high-quality, owner-occupied, affordable single-family housing (singularly, "Unit" or collectively, "Units") with a maximum purchase price of Ninety-nine Thousand Dollars (\$99,000) per Unit; (b) high-quality, two-flat housing Units, one of which must be owner-occupied (singularly, "Two-flat Building", or collectively, "Two-flat Buildings"), with a maximum purchase price of One Hundred Fifty Thousand Dollars (\$150,000) per Two-flat Building; (c) high-quality, owner-occupied, single-family residential units, whether detached or sharing a common wall, but having a condominium form of ownership, with a maximum purchase price of Ninety-nine Thousand Dollars (\$99,000) per Unit; and (d) high-quality, owner-occupied, single-family residential Units constructed as part of a multi-unit structure, with a maximum purchase price of Seventy-five Thousand Dollars (\$75,000) per Unit. The residential Units referred to in (c) and (d) of this paragraph shall be referred to singularly as a "Condominium Unit" or collectively as

"Condominium Units". Such prices may be adjusted from time to time due to inflation. In addition, the Department shall have the discretion to recommend to the City Council sales prices in excess of those described in this Section 3 in the event that the Unit, Two-flat Building or Condominium Unit in question has been constructed with solid masonry exterior walls.

SECTION 4. Development Parameters.

- (a) Each development proposal must consist of not less than six (6) and not more than forty (40) Units, Two-flat Buildings or Condominium Units, as the case may be, located within a radius of approximately one-half ($\frac{1}{2}$) mile.
- (b) All Units and all of the owner-occupied Units of the Two-flat Buildings, shall: (i) contain a minimum of at least approximately one thousand (1,000) square feet; (ii) contain at least three (3) bedrooms and one and one-half ($1\frac{1}{2}$) baths; (iii) have direct access to private outdoor space, with a minimum of one (1) on-site parking space per Unit; (iv) have landscaping; (v) be sold with the builder's warranty of habitability and fitness for the purpose intended for a period of one (1) year from the first date of occupancy; and (vi) be constructed of quality materials and designed to be compatible with surrounding properties.

All Condominium Units shall: (i) contain a minimum of at least approximately one thousand (1,000) square feet and contain at least three (3) bedrooms and one and one-half ($1\frac{1}{2}$) baths; excepting, however, that no more than fifty percent (50%) of said Condominium Units constituting a particular project may be two (2) bedroom, one (1) bath units containing a minimum of approximately eight hundred fifty (850) square feet; (ii) have direct access to private outdoor space, with a minimum of one (1) on-site parking space per Unit; (iii) have landscaping; (iv) be sold with the builder's warranty of habitability and fitness for the purpose intended for a period of one (1) year from the first date of occupancy; and (v) be constructed of quality materials and designed to be compatible with surrounding properties.

- (c) Applicants. Applicants who receive financial assistance must not be in default under any other City loan program or contract, or in arrears on any water, sewer, real estate, or sales tax or assessment, parking tickets, or any other amounts owed to the City personally or by any partnership, corporation, joint venture or land trust in which the applicant has at least a five percent (5%) beneficial interest.

SECTION 5. Application.

- (a) The Department is authorized to prepare Program applications ("Applications") designed to provide all the necessary information needed by the City to fairly and completely evaluate proposals for participation in the Program.
- (b) The Department shall charge a nonrefundable Application fee of Two Hundred Fifty Dollars (\$250) that shall be payable to the City at the time the Application is submitted to the Department for review.
- (c) The Application fee shall be used by the Department for costs incurred by the Department in connection with the administration of the Program.
- (d) The Department shall evaluate all complete Applications and may negotiate alternative terms with applicants if it deems such negotiations to be in the best interest of the City.
- (e) The Department shall make recommendations to the City Council regarding the acceptance of Applications for the Program.
- (f) All Applications are subject to Department and City Council Approval. Those applicants approved by the City Council for participation in the Program are hereafter referred to as "Developers".

SECTION 6. Financial Assistance. The City may provide financial assistance in one or more of the following forms:

- (a) City Lots. Developers may request to purchase City Lots. The City shall determine the fair cash market value ("F.M.V.") of all City Lots. The City may sell City Lots with an F.M.V. of Twenty Thousand Dollars (\$20,000) or less for One Dollar (\$1.00) per Lot. The City may sell the City Lots with an F.M.V. greater than Twenty Thousand Dollars (\$20,000) for the amount by which the F.M.V. of the City Lot is in excess of Twenty Thousand Dollars (\$20,000). Deeds conveying City Lots shall contain a clause permitting the City to re-enter and take possession of such Lot if construction is not commenced within eighteen (18) months from the date of conveyance.
- (b) Development Subsidy. Developers may request an amount not to exceed Twenty Thousand Dollars (\$20,000) for each Unit or for each Two-flat Building, as the case may be. In addition,

Developers may request, with regard to the construction of the rental Unit of the Two-flat Building, an amount not to exceed Twelve Thousand Dollars (\$12,000) per Two-flat Building. Developers may request an amount not to exceed Fifteen Thousand Dollars (\$15,000) for each Condominium Unit constructed as part of a multi-unit structure, and an amount not to exceed Twenty Thousand Dollars (\$20,000) for each Condominium Unit constructed whether detached or sharing a common wall.

As an alternative to the Development Subsidy described above, Developers may request from the City a development subsidy derived from funds allocated to the City under the HOME Investment Partnership Program ("HOME Development Subsidy"), pursuant to the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. Section 12701, et seq., as amended ("Act"), to produce new, high-quality Units and Two-flat Buildings that shall be affordable to families whose incomes are at or below eighty percent (80%) of the medium income for the P.M.S.A.. The amount of HOME Development Subsidy available for the development of a particular Unit or Two-flat Building, and the resulting maximum purchase price to be paid by the Buyer at closing, shall be calculated based on the income of the family purchasing a Unit or Two-flat Building constructed in part with the HOME Development Subsidy, in accordance with the following table:

Household Income (Percent of P.M.S.A.)	Maximum Subsidy Amount (Per Unit Or Two-Flat Building)	Maximum Purchase Price To Buyer (Unit Only)*
71 -- 80%	\$25,000	\$94,000
61 -- 70%	\$30,000	\$89,000
51 -- 60%	\$35,000	\$84,000
below 50%	\$40,000	\$79,000

* The Maximum Purchase Price to the Buyer for the Two-flat Building shall be One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) regardless of the amount of the HOME Development Subsidy allocated to the development of the Two-flat Building.

The maximum purchase price for the Unit or Two-flat Building as described above may be adjusted from time to time due to inflation.

A HOME Development Subsidy with regard to the development of a Unit or Two-flat Building by Developer can only be utilized at such time as a family meeting the income eligibility restrictions described in this section (b) has been identified by Developer (as evidenced by the execution of a pre-sale contract) and approved by the Department. The use of HOME Funds by Developers under the Program shall be governed by the terms and conditions of the Act and any regulations promulgated thereunder, and by the terms and conditions of this enabling ordinance.

- (c) Fee Waivers. A description of the City fees of which Developers may request a waiver is provided on Exhibit "A" attached hereto and made a part hereof.
- (d) Recapture of Development Subsidy. At the closing of the Lot and Unit, Two-flat Building, or Condominium Unit, as the case may be, from the Developer to the initial homebuyer ("Buyer"), the Buyer shall be required to execute and deliver to the City a mortgage, security and recapture agreement ("Mortgage") and covenant of residency evidencing such Mortgage in such form as has been approved by the Department and the Corporation Counsel. The Mortgage shall require in part that the Buyer shall pay the City a sum equal to the lesser of the following amounts if the Buyer resells the Unit, Two-flat Building, or Condominium Unit, as the case may be, within four (4) years after the date on which the Buyer purchased the Unit, Two-flat Building, or Condominium Unit, as the case may be ("Purchase Date"):
 - (1) an amount equal to the Development Subsidy provided by the City pursuant to Section 6(b) above; provided that this amount shall decline by a pro rata amount on each anniversary of the Purchase Date during the Affordability Period (as hereinafter defined); or
 - (2) the difference between the original purchase price and the resale price.

If the Lot in question is a City Lot, in those instances where the F.M.V. of the City Lot exceeds Ten Thousand Dollars (\$10,000), such excess value shall be added to that amount potentially due and owing under the Mortgage, and the Commissioner of Housing is authorized to extend the four (4) year Affordability Period described in this Section 6(d) for such longer period as the Commissioner deems appropriate (such four (4) year or longer period to be referred to as the "Affordability Period").

- (e) Recapture of HOME Development Subsidy. At the closing of the Lot and Unit, or Two-flat Building, as the case may be, which has been constructed by Developer utilizing in part a HOME Development Subsidy, the Buyer shall be required to execute and deliver to the City mortgage, security and recapture agreement ("Mortgage") and covenant of residency evidencing such Mortgage in such form as has been approved by the Department and the Corporation Counsel. In accordance with the terms and provisions of the Act and any regulations promulgated thereto, this enabling ordinance, and the Program, the Mortgage shall require in part that the Buyer shall pay to the City certain sums relating to the amount of the HOME Development Subsidy utilized in the development of the housing Unit in the event that the Buyer resells the Unit or Two-flat Building during the time period described below:

Amount Of HOME Development Subsidy Utilized By Developer	Period Of Years Commencing With Purchase Of Unit Or Two-Flat Building
Less than \$15,000	5 years
\$15,000 -- \$40,000	10 years
Greater than \$40,000	15 years

The actual amount due and owing by the Buyer upon resale shall be determined by the provisions of the Act and any regulations thereto, unless and to the extent such provisions and regulations have been modified or formally waived in any manner by the United States Department of Housing and Urban Development.

SECTION 7. Effectiveness. This ordinance shall take effect immediately upon its passage.

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

*Exhibit "A".**Waiver Of City Fees.*

Department Of Buildings:

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

Department Of Housing:

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

Department Of Sewers:

Connection fees are waived.

Inspection fees are waived.

Department Of Streets And Sanitation:

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

Department Of Transportation:

Curbs, gutters and sidewalks are provided on an as-needed basis.

Street and alley repairs or repaving are not provided through the New Homes program.

Department Of Water:

Tap fees are waived.

Inspection fees are waived.

Demolition fees for existing water taps are waived.

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

Department Of Zoning:

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

AUTHORIZATION FOR CONVEYANCE OF PROPERTY AT
5337 SOUTH MICHIGAN AVENUE TO QUALIFIED
PARTICIPANTS UNDER CHICAGO ABANDONED
PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, having met on March 21, 1996 and having had under consideration an ordinance which was referred by the Department of Housing authorizing the sale of property at 5337 South Michigan Avenue under the Chicago Abandoned Property Program (C.A.P.P.) (referred to committee March 6, 1996), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by the members of the committee present, with one dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- Alderman Natarus -- 1.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There 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 parcel of property identified on Exhibit A attached hereto ("Parcel") was 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 Parcel 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 the 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 the 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: 5337 South Michigan Avenue.

Participant: Mr. Lon T. Brown and Mrs. Vera M. Brown.

Purpose: Rehabilitation.

Permanent Index Number: 20-10-310-011.

Legal Description.

Lot 26 in Block 1 in Hundley's Subdivision of 13 acres in the north half of the southwest quarter of the southwest quarter of Section 10, Township 38

North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR CONVEYANCE OF PROPERTY AT
4925 SOUTH WABASH AVENUE TO QUALIFIED
PARTICIPANTS UNDER CHICAGO ABANDONED
PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, having met on March 21, 1996 and having had under consideration an ordinance which was referred by the Department of Housing authorizing the sale of property at 4925 South Wabash Avenue under the Chicago Abandoned Property Program (C.A.P.P.) (referred to committee March 6, 1996), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by the members of the committee present.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schuler, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There 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 parcel of property identified on Exhibit A attached hereto ("Parcel") was 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 Parcel 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 the 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 the 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: 4925 South Wabash Avenue.

Participant: Mid-South Planning & Development Commission.

Purpose: Rehabilitation.

Permanent Index Number: 20-10-113-009.

Legal Description.

Lot 39 in Block 2 in Derby's Subdivision of the southwest quarter of the northwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

REVOCATION OF PRIOR APPROVAL FOR CONVEYANCE
OF PROPERTY AT 4840 SOUTH CHAMPLAIN AVENUE
AND AUTHORIZATION FOR RECONVEYANCE TO
SUBSTITUTE PARTICIPANT UNDER CHICAGO
ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, having met on March 21, 1996 and having had under consideration an ordinance which was referred by the Department of Housing, authorizing the sale of property under the Chicago Abandoned Property Program (C.A.P.P.) (referred to committee March 6, 1996) at 4840 South Champlain Avenue, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by the members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schuler, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There 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

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 buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the Chicago City Council previously authorized the acquisition and subsequent conveyance of the parcel of property set forth in Exhibit A attached hereto ("Parcel") to the participant identified on Exhibit A who was approved either to rehabilitate or demolish the building located thereon ("Participant"); and

WHEREAS, The Commissioner of Housing ("Commissioner") has represented that the Participant is either unwilling or unable to complete the rehabilitation or demolition of the building pursuant to the requirements of C.A.P.P.; and

WHEREAS, The Commissioner has recommended that the Participant be replaced by the substitute participant identified on Exhibit A ("Substitute Participant") who has submitted a proposal to either rehabilitate or demolish the abandoned building on the property in accordance with the requirements of C.A.P.P.; and

WHEREAS, The Substitute Participant is a City employee; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The prior approval of the Participant is hereby revoked. The Commissioner is authorized to negotiate and execute a redevelopment agreement with the Substitute 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 conveyance of the property by the City to the Substitute Participant is hereby declared exempt from Section 2-156-110 of the Municipal Code of the City of Chicago.

SECTION 4. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 4840 South Champlain Avenue.

Previous Ordinance Date: October 2, 1991.

Participant: Wivian Oglesby.

Substitute Participant: Benjamin B. Adebayo.

Purpose: Rehabilitation.

Permanent Index Number: 20-10-211-038.

Legal Description.

Lot 19 in Block 1 in the subdivision of the south 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.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 159
NORTH DEARBORN STREET WITHIN NORTH LOOP
BLIGHTED COMMERCIAL DISTRICT THROUGH
USE OF QUICK-TAKE AUTHORITY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, having met on March 21, 1996 and having had under consideration an ordinance which was referred by the Department of Planning and Development, authorizing acquisition of 159 North Dearborn Street in the North Loop Blighted Commercial District through the use of quick-take authority (referred to committee March 6, 1996), begs leave to report and recommend that Your Honorable Body *Pass* the said proposed substitute ordinance 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 said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

Alderman Allen 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 created under Section 6(a) Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local government and affairs; and

WHEREAS, The General Assembly in Chapter 110 Ill. Rev. Stat. 7-103 has authorized the use of "quick-take" proceedings by municipalities for the purposes set forth in Divisions 74.2 and 74.3 of Article 2 of the Illinois Municipal Code as now or hereafter amended, said purposes being the redevelopment of commercial or business areas, and for the same purposes when established pursuant to home rule powers; and

WHEREAS, The City Council of the City of Chicago ("City Council") by ordinance adopted May 28, 1979, approved the designation of Blighted Commercial Project North Loop ("Project Area") said project being established pursuant to the home rule power of the City of Chicago for the purpose of redevelopment of a commercial area; and

WHEREAS, By ordinance adopted September 26, 1979 and reaffirmed by ordinance adopted June 18, 1983, the City Council authorized the Corporation Counsel to negotiate for the acquisition of parcels contained within the Project Area and to institute eminent domain proceedings to acquire said property in the event it could not be acquired through negotiations; and

WHEREAS, By ordinance adopted concurrently herewith, the City Council approved a Redevelopment Agreement with Livent Realty (Chicago) Inc., a Delaware corporation, or such other affiliate of Livent, Inc., (the parent company) as shall be approved by the City of Chicago's Commissioner of Planning and Development ("Commissioner"), providing for the redevelopment of a portion of the property located at 32 West Randolph Street and commonly known as the Oriental Theater and the property located at 159 North Dearborn Street commonly known as the Oliver Building ("Redevelopment Project"), and said Redevelopment Agreement requires the City of Chicago to own, for the purpose of conveying, the Oliver Building to Developer no later than May 20, 1996 in order to be able to consolidate ownership thereof with the acquisition by Developer of the Oriental Theater that must occur on or about such date; and

WHEREAS, The City Council hereby determines that completion of the Redevelopment Project in accordance with the schedule adopted herewith by the City Council is necessary and essential to the public interest and is required for the public welfare and that use of quick-take power is necessary in order to acquire the Oliver Building in accordance with said schedule; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated as the findings of the City Council.

SECTION 2. The authority of the Corporation Counsel to negotiate for the acquisition of parcels contained within the Project Area and to institute eminent domain proceedings to acquire said property, including the Oliver Building, in the event that such property could not be acquired through negotiations, is hereby ratified, provided and confirmed.

SECTION 3. A schedule for the redevelopment of the Oliver Building (which is legally described in Exhibit A attached hereto) pursuant to the terms of the Redevelopment Agreement is hereby adopted as follows:

- a. Completion of acquisition of the Oliver Building by the City of Chicago on or before May 20, 1996;
- b. Relocation of all parties in possession on or before August 1, 1996;
- c. Conveyance to the Developer shall be on or before August 20, 1996.

SECTION 4. It is hereby further determined that it is necessary to acquire the Oliver Building immediately in order to comply with the schedule adopted by the City Council for its redevelopment in conjunction with the redevelopment of the Oriental Theater property and use of quick-take power is necessary to effect said acquisition.

SECTION 5. The Corporation Counsel is hereby directed pursuant to the provision of Ill. Rev. Stat. Chap. 110, Secs. 7-103 through 112, to immediately acquire fee simple title to the Oliver Building.

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

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

*Exhibit "A".**Legal Description.*

That part of Lot 5 in Block 36 in the original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, as follows:

beginning at a point on the west line of said Lot 5 on Dearborn Street, 110 feet south of the northwest corner thereof; thence east parallel to the north line of said lot, 37 feet, 8-7/8 inches; thence north 110 feet to a point on the north line of said Lot 5, 38 feet, 11 inches east of the northwest corner thereof; thence west along the north line of said Lot 5, 38 feet, 11 inches to the northwest corner; and thence south along the west line of said lot on the Dearborn Street front thereof to place of beginning, all in Cook County, Illinois, consisting of 4,216 square feet.

APPROVAL FOR CONVEYANCE OF PROPERTY AT 1501 EAST
69TH STREET TO AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT WITH
REDEEMING MINISTRIES, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, having met on March 21, 1996 and having had under consideration an ordinance, which was referred by the Department of Housing, authorizing the conveyance of 1501 East 69th Street to Redeeming Ministries, Inc. and authorizing the execution of a redevelopment agreement (referred to committee March 6, 1996), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance 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 said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns a parcel of property located at 1501 East 69th Street (Permanent Index Number 20-23-415-001) ("Property"); and

WHEREAS, Redeeming Ministries, Inc., an Illinois not-for-profit corporation, has informed the Department of Housing ("Department") of its willingness to acquire the Property and develop it for institutional/educational use for its affiliate, Redeeming Church of Christ; and

Thousand Two Hundred and no/100 Dollars (\$19,200.00) for the Property which is the appraised fair market value as determined by the Department; and

WHEREAS, The Department has reviewed the proposal of Redeeming Ministries, Inc. and has determined that it is satisfactory; and

WHEREAS, No other developers have responded to the Department's notice of intent to negotiate with Redeeming Ministries, Inc. which was published in the *Chicago Sun-Times* newspaper on January 8, 1996; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The conveyance of the Property to Redeeming Ministries, Inc. for Nineteen Thousand Two Hundred and no/100 Dollars (\$19,200.00) is hereby approved. The Commissioner of Housing is authorized to execute on behalf of the City a redevelopment agreement, if necessary, and all other documents which may be required to implement the conveyance of the Property to Redeeming Ministries, Inc., subject to the approval of the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to Redeeming Ministries, Inc., or to a land trust of which Redeeming Ministries, Inc. is the sole beneficiary.

SECTION 4. This ordinance shall take effect upon its passage.

AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED
PROPERTY AT 1217, 1307 AND 1317 WEST 109TH
STREET TO COMMONWEALTH COMMUNITY
CHURCH PURSUANT TO CITY LOTS
FOR CITY LIVING PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, having met on March 21, 1996 and having had under consideration an ordinance, which was referred by the Department of Housing, conveying three City-owned lots to the Commonwealth Community Church to construct three single-family homes pursuant to the City Lots for City Living Program (referred to committee March 6, 1996), begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance 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 said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schuler, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City Council of the City, by ordinance adopted October 2, 1995 (Council Journal of Proceedings, pages 8087 -- 8089) authorized the Commissioner of Housing ("Commissioner") to identify City-owned vacant lots which were appropriate for sale to qualified developers of affordable housing at a price per lot equal to its market value less a discount not to exceed Twenty Thousand Dollars (\$20,000) per lot, plus the payment of the City's transaction costs; and

WHEREAS, The Commissioner has reviewed and approved a proposal submitted by Commonwealth Community Church to construct up to three (3) new single-family homes in the Morgan Park neighborhood of the City to be conveyed to families with incomes of one hundred twenty percent (120%) or less of median income; and

WHEREAS, The Commissioner has determined that the City-owned vacant lots listed in Exhibit A attached hereto have a market value which is less than Twenty Thousand Dollars (\$20,000) per lot and therefore recommends that said lots be conveyed to Commonwealth Community Church at a nominal price plus an amount equal to the City's transaction costs; now, therefore,

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

SECTION 1. The recommendation of the Commissioner that the City-owned vacant lots listed in Exhibit A attached hereto be conveyed to Commonwealth Community Church for nominal consideration plus the City's transaction costs is hereby approved.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest quitclaim deeds conveying to Commonwealth Community Church the lots listed in Exhibit A attached hereto.

SECTION 3. The Commissioner, on behalf of the City, is authorized to enter into a redevelopment agreement with Commonwealth Community Church and to execute such other documents, all subject to the approval of the Corporation Counsel, as may be necessary to effectuate the purposes described in this ordinance.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Address	Permanent Index Number
1217 West 109th Street	25-17-320-017-0000
1307 West 109th Street	25-17-319-021-0000
1317 West 109th Street	25-17-319-018-0000

AUTHORIZATION FOR EXECUTION OF GRANT AGREEMENTS
TO FUND OPERATING EXPENSES OF COMMUNITY
HOUSING DEVELOPMENT ORGANIZATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, having met on March 21, 1996 and having had under consideration an ordinance which was referred by the Department of Housing authorizing the execution of grant agreements for the funding of operating expenses of Community Housing Development organizations (referred to committee March 6, 1996), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance 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 said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low- and moderate-income; and

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

WHEREAS, Pursuant to the Act, HOME Funds may be used to pay operating expenses of "Community Housing Development Organizations", as defined under the Act (the "C.H.D.O.s"); and

WHEREAS, The City's Department of Housing ("D.O.H.") anticipates that the City will receive an allocation of HOME Funds for fiscal year 1996 from H.U.D. in the amount of Twenty-eight Million Three Hundred Eight Thousand Dollars (\$28,308,000) (the "1996 Funds"); and

WHEREAS, D.O.H. desires to use Five Hundred Thousand Dollars (\$500,000) of the 1996 Funds to provide grants to pay certain operating expenses of organizations qualifying as C.H.D.O.s; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized to enter into and execute grant agreements with organizations qualifying as C.H.D.O.s under the Act, pursuant to which the City shall pay operating expenses of such organizations, and to enter into and execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with the aforesaid grants and the terms and program objectives of the HOME Program.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with

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.

COMMITTEE ON LICENSE AND
CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 156 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW
SECTION 435 TO PROHIBIT CERTAIN
EXHIBITIONS UNREGULATED
BY STATE OF ILLINOIS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance, introduced by Alderman Burke (which was referred on March 6, 1996) amending Title 4, Chapter 156 of the Municipal Code by inserting a new Section 4-156-435 as it pertains to "Blood Sports", begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on March 13, 1996.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, In the name of sport, promoters are exhibiting matches between contestants where the object of the match is to knock out one of the contestants; and

WHEREAS, The Illinois Compiled Statutes regarding professional boxing and wrestling do not regulate this exhibition; and

WHEREAS, These alleged "Blood Sports" pose an unacceptable risk of health to the combatants and have been banned in the states of Kansas, Ohio and South Carolina; and

WHEREAS, In the interests of the health, safety and public morals of the residents of the City of Chicago we urge that these exhibitions be banned; now, therefore,

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

SECTION 1. Title 4, Chapter 156 of the Municipal Code of Chicago be amended by inserting a new Section 4-156-435, as follows:

4-156-435

It shall be unlawful for any licensee to conduct or permit any person to conduct any exhibition where the intent or outcome of the exhibition or match is to injure or harm one of the contestants and the exhibition is unregulated by the state of Illinois. The terms of the section may be enforced by the corporation counsel through injunction or any other suit, action or proceeding at law or in equity.

SECTION 2. This ordinance shall be effective upon passage.

AMENDMENT OF TITLE 9, CHAPTER 112, SECTION 110 OF
MUNICIPAL CODE OF CHICAGO BY REDUCTION IN
LICENSE FEES FOR CHARTER/SIGHTSEEING
VEHICLES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Mayor Richard M. Daley (which was referred on March 6, 1996) amending Section 9-112-110 of the Municipal Code of Chicago to reduce the license fees for charter/sightseeing vehicles, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on March 13, 1996.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

SECTION 1. Chapter 9-112 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

9-112-110 License Fees.

The annual fee for each public passenger vehicle license of the class herein set forth is as follows:

Charter/sightseeing vehicle	[\$400.00]	100.00
Livery service		\$200.00
Medical carrier		\$150.00
Taxicab		\$500.00

The fee shall be paid in advance when the license is issued and shall be applied to the cost of issuing such license, including without being limited to, the investigations, inspections and supervision necessary therefor, and to the cost of regulating all operations of public passenger vehicles as provided in this chapter.

Nothing in this section shall affect the right of the city to impose or collect a vehicle tax and any occupational tax, as authorized by the laws of the state of Illinois, in addition to the license fee herein provided.

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

AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND
ITINERANT MERCHANT PERMIT FEES FOR
PARTICIPANTS IN "A TASTE OF THE
EAST SIDE".

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an order introduced by Alderman Buchanan (which was referred on March 6, 1996) to waive permit fees for food vendors and itinerant merchants participating in the East Side Chamber of Commerce "A Taste of the East Side", July 19 and 20, 1996, begs leave to recommend that Your Honorable Body *Pass* the proposed order which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on March 13, 1996.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Revenue of the City of Chicago waive permit fees for food vendors and itinerant merchants and that any and all other fees also be waived for those participating in the East Side Chamber of Commerce "A Taste of the East Side" on Friday, July 19, and Saturday, July 20, 1996, that will be conducted on the streets of 10500 to 10600 on South Ewing Avenue.

AUTHORIZATION FOR WAIVER OF STREET CLOSING PERMIT
AND FOOD VENDOR LICENSE FEES FOR PARTICIPANTS
IN QUEEN OF ANGELS PARISH CARNIVAL.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an order introduced by Alderman Schulter (which was referred on March 6, 1996) to waive permit fees for participants in the Queen of Angels Parish Carnival to be held July 10 to July 14, 1996, begs leave to recommend that Your Honorable Body *Pass* the proposed order which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on March 13, 1996.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Revenue of the City of Chicago, is hereby authorized and directed to waive the Street Closing Permit fee and Food Vendor License fees for all participants in the Queen of Angels Parish Carnival, 2330 West Sunnyside Avenue, to be held July 10 to July 14, 1996, from 6:00 P.M. to 11:00 P.M. on West Sunnyside Avenue, from North Western Avenue to the first alley west thereof.

AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT
LICENSE FEES FOR PARTICIPANTS IN
SAINT MATTHIAS CARNIVAL.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an order introduced by Alderman Schulter (which was referred on March 6, 1996) to waive the Itinerant Merchant License fees for participants in the Saint Matthias Carnival to be held June 12 through June 16, 1996, begs leave to recommend that Your Honorable Body *Pass* the proposed order which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on March 13, 1996.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schuler, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Revenue of the City of Chicago, is hereby authorized and directed to waive the Itinerant Merchant License fees for all the participants in the Saint Matthias Carnival to be held June 12 through June 16, 1996.

AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND
ITINERANT MERCHANT PERMIT FEES FOR
PARTICIPANTS IN SOUTH CHICAGO
FEST.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an order introduced by Alderman Buchanan (which was referred on March 6, 1996) to waive permit fees for food vendors and itinerant merchants participating in the South Chicago Fest on August 3, 1996, begs leave to recommend that Your Honorable Body *Pass* the proposed order which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on March 13, 1996.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schuler, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the permit fees for food vendors and itinerant merchants and that any and all other fees also be waived for those participating in the South Chicago Fest sponsored by the South Chicago Chamber of Commerce on Saturday, August 3, 1996 to be conducted on East 91st Street, from South Exchange Avenue to South Commercial Avenue.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 15, September 13, October 2, November 1, 8, 15, December 13, 1995, January 10 and February 7, 1996) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

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

Establishment Of Loading Zones.

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

SECTION 1. That in accordance with the provisions of Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Ward	Location, Distance And Time
1	North Ashland Avenue (west side) from a point 20 feet south of West Fry Street, to a point 55 feet south thereof -- 11:00 A.M. to 11:00 P.M. (95-1562);
1	North Hoyne Avenue (east side) from a point 50 feet south of West North Avenue, to a point 25 feet south thereof -- handicapped loading zone (96-0182);
5	East 71st Street (south side) from a point 105 feet east of South Constance Avenue, to a point 25 feet east thereof -- handicapped loading zone -- at all times (95-1575);
5	South Cornell Avenue (east side) from a point 110 feet north of East 54th Street, to a point 25 feet north thereof -- handicapped loading zone -- at all times (96-0005);

Ward	Location, Distance And Time
7	East 75th Street (north side) from a point 34 feet east of South Oglesby Avenue, to a point 25 feet east thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday; and South Oglesby Avenue (east side) from a point 80 feet north of East 75th Street, to a point 25 feet north thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (96-0156);
27	North Canal Street (west side) from a point 76 feet north of North Milwaukee Avenue, to a point 25 feet north thereof -- 9:00 A.M. to 4:00 A.M. -- Monday through Saturday -- loading zone/tow-away zone (95-1246);
27	North Carpenter Street (west side) from a point 30 feet north of West Washington Boulevard, to a point 75 feet north thereof; North Carpenter Street (west side) from a point 140 feet north of West Washington Boulevard, to a point 45 feet north thereof; and North Carpenter Street (west side) from a point 220 feet north of West Washington Boulevard, to a point 30 feet north thereof -- 7:00 A.M. to 4:00 P.M. -- loading zone/tow-away zone (95-1803);
27	North Wells Street (east side) from a point 365 feet north of West Burton Place, to a point 38 feet north thereof -- 12:00 Noon to 12:00 Midnight -- loading zone/tow-away zone (96-0045);April 13, 1996

Ward	Location, Distance And Time
27	South Green Street (west side) from a point 30 feet north of West Adams Street, to a point 48 feet north thereof -- 5:00 A.M. to 7:00 P.M. -- Monday through Saturday -- loading zone/tow-away zone (96-0096);
27	West Hubbard Street (south side) from a point 95 feet east of North Paulina Street, to a point 80 feet east thereof -- 8:00 A.M. to 2:00 P.M. -- Monday through Friday -- loading zone/tow-away zone (96-0052);
31	2521 North Pulaski Road -- 6:00 A.M. to 4:00 P.M. -- Monday through Saturday;
32	West Addison Street (south side) from a point 20 feet east of North Damen Avenue, to a point 25 feet east thereof -- 3:00 P.M. to 1:00 A.M. (96-0103);
32	North Damen Avenue (east side) from a point 20 feet north of West Armitage Avenue, to a point 25 feet north thereof -- 9:00 A.M. to 4:00 P.M. and 6:00 P.M. to 12:00 Midnight (96-0099);
38	North Kilbourn Avenue (west side) from a point 220 feet south of West Byron Street, to a point 50 feet south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (96-0073);

Ward	Location, Distance And Time
42	North Clark Street (east side) from a point 68 feet south of West Illinois Street, to a point 17 feet south thereof -- 5:00 P.M. to 2:00 A.M. -- loading zone/tow-away zone (96-0123);
42	West Division Street (north side) from a point 20 feet west of North Dearborn Street, to a point 100 feet west thereof -- 6:00 A.M. to 4:00 P.M. -- Monday through Friday -- loading zone/tow-away zone (96-0216);
42	West Ohio Street (north side) from a point 182 feet east of North Franklin Street, to a point 23 feet east thereof -- 9:30 A.M. to 4:00 P.M. -- Monday through Saturday -- loading zone/tow-away zone (96-0122);
42	East Cedar Street (north side) from a point 35 feet east of North State Street, to a point 50 feet east thereof -- 11:00 A.M. to 10:00 P.M. -- loading zone/tow-away zone (96-0124);
42	East Ontario Street (south side) from a point 90 feet east of North Wabash Avenue, to a point 55 feet east thereof -- 6:00 P.M. to 11:30 P.M. -- Monday through Saturday -- loading zone/tow-away zone (95-1459);
43	1112 West Armitage Avenue -- 11:00 A.M. to 12:00 Midnight -- no exceptions -- loading zone/tow-away zone (for valet services) (96-0128);

Ward	Location, Distance And Time
43	North Clark Street (east side) from a point 25 feet north of West Arlington Place, to a point 25 feet north thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday -- loading zone/tow-away zone (96-0227);
44	West Wellington Avenue (south side) from a point 30 feet west of North Sheffield Avenue, to a point 30 feet west thereof -- 8:00 A.M. to 8:00 P.M. -- Monday through Friday -- loading zone/tow-away zone (96-0130);
44	North Sheffield Avenue (west side) from a point 95 feet north of West Roscoe Street, to a point 25 feet north thereof -- 10:00 A.M. to 8:00 P.M. -- Monday through Friday -- loading zone/tow-away zone (96-0129);
46	West Eastwood Avenue (south side) from a point 145 feet east of North Sheridan Road, to a point 25 feet east thereof -- 1:00 P.M. to 5:00 P.M. -- Monday through Friday and 10:00 A.M. to 4:00 P.M. -- Saturday -- handicapped loading zone/tow-away zone (96-0241);
49	North Sheridan Road, from a point 60 feet north of West Albion Avenue, to a point 25 feet north thereof -- 9:30 A.M. to 4:00 P.M. -- Monday through Friday (96-0136).

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

Amendment Of Loading Zones.

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

SECTION 1. Amend ordinance passed May 17, 1995 (Council Journal of Proceedings, page 1258) which reads:

"South Hamilton Avenue (west side) from a point 55 feet south, to a point 25 feet south thereof"

by striking the above and inserting:

"South Hamilton Avenue (west side) from a point 55 feet south of West 95th Street, to a point 25 feet south thereof -- 9:00 A.M. to 8:00 P.M. -- Monday through Saturday" (19th Ward) (95-1611).

SECTION 2. Amend ordinance passed August 3, 1994 (Council Journal of Proceedings, page 54302 -- 54303) which reads:

"North Elston Avenue (east side) from a point 75 feet south of West Division Street, to a point 25 feet south thereof -- 7:00 P.M. to 2:00 A.M."

by striking:

"7:00 P.M. to 2:00 A.M."

and inserting:

"11:00 A.M. to 4:00 P.M. and 6:00 P.M. to 4:00 A.M. -- loading zone/tow-away zone" (32nd Ward) (95-0479).

SECTION 3. Amend ordinance passed March 26, 1993 (Council Journal of Proceedings, page 30340) which reads:

"North Lincoln Avenue (east side) from a point 125 feet south of West Belden Avenue, to a point 75 feet south thereof -- 6:00 P.M. to 12:00 Midnight"

by striking:

"75 feet south"

and inserting:

"110 feet south" (43rd Ward) (95-1772).

SECTION 4. Amend ordinance passed June 14, 1995 (Council Journal of Proceedings, page 3143) which reads:

"West Diversey Parkway (north side) from a point 105 east of North Pine Grove Avenue, to a point 20 feet east thereof -- loading zone/tow-away zone -- 11:00 A.M. to 10:00 P.M."

by striking the above and inserting:

"West Diversey Parkway (north side) from a point 110 feet east of North Pine Grove Avenue, to a point 25 feet east thereof -- loading zone/tow-away zone -- 9:00 A.M. to 12:00 Midnight"

and amend ordinance passed October 14, 1989 (Council Journal of Proceedings, page 5521) which reads:

"West Diversey Parkway (north side) from a point 125 feet east of North Pine Grove Avenue, to a point 25 feet east thereof"

by striking the above and inserting:

"West Diversey Parkway (north side) from a point 135 feet east of North Pine Grove Avenue, to a point 20 feet east thereof -- loading zone -- 7:00 A.M. to 9:00 P.M." (44th Ward) (96-0083).

SECTION 5. 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, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 2, November 1, 15, December 13, 1995, January 10 and February 7, 1996) proposed ordinances to establish and amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances 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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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
5	East 74th Street, from South Kimbark Avenue to South Stony Island Avenue -- easterly (96-0006);
13	West 64th Place, from South Central Avenue to South Austin Avenue -- westerly (96-1363);
15	South Seeley Avenue, from West 63rd Street to West Marquette Road -- southerly (96-0019);
15	South Claremont Avenue, from West 69th Street to West 71st Street -- southerly (95-1781);
23	South Mobile Avenue, from West 56th Street to West 55th Street -- northerly (95-1618);
34	South Normal Avenue, from West 107th Street to West 103rd Street -- northerly (95-1435);
34	South Green Street, from West 107th Street to West 109th Street -- southerly (95-1663);
42	The first north/south alley east of North LaSalle Street, between West Superior Street and West Huron Street -- southerly (96-0126).

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 October 6, 1981 (Council Journal of Proceedings, page 7408) which reads:

"West 64th Place, from South Central Avenue to South Harlem Avenue"

by striking:

"South Central Avenue"

and inserting:

"the first east/west alley west of South Austin Avenue" (13th Ward) (95-1363).

SECTION 2. Amend ordinance passed April 15, 1995 (Council Journal of Proceedings, page 67595) which reads:

"South Moody Avenue, from the first east/west alley north of West 63rd Street to West 60th Street -- northerly"

by striking:

"from the first east/west alley north of West 63rd Street"

and inserting:

"West 63rd Street -- northerly" (23rd Ward) (95-1395).

SECTION 3. Amend ordinance passed July 7, 1977 (Council Journal of Proceedings, page 5615) which reads:

"South Keeler Avenue, from West Harrison Street to West Taylor Street -- southerly"

by striking:

"West Taylor Street"

and inserting:

"West Arthington Street" (24th Ward) (96-0247).

SECTION 4. Repeal ordinance passed December 18, 1964 (Council Journal of Proceedings, page 4104) which reads:

"West Arthington Street, from South Homan Avenue to South Central Park Avenue -- westerly"

by striking the above (24th Ward) (96-0181).

SECTION 5. 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, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (August 2, September 13, October 2, November 1, 8, 15, December 13, 1995, January 10 and February 7, 1996) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee, 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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schalter, M. Smith, Moore -- 43.

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 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

Ward	Location
6	West 71st Street (north side) from South Lafayette Avenue to South Vincennes Avenue -- at all times -- public benefit (96-0155);
10	East 130th Street, from South Carondolet Avenue to South Baltimore Avenue -- no trucks (96-0160);
50	West Glenlake Avenue (south side) from North California Avenue to the first alley west thereof -- at all times (96-0138).

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 2640 West Potomac Avenue -- Handicapped Parking Permit 12226;
1	At 2039 West Haddon Avenue -- Handicapped Parking Permit 12225;
1	At 859 North Hermitage Avenue -- Handicapped Parking Permit 12218;
1	At 1011 North Western Avenue -- Handicapped Parking Permit 12227;
1	At 1706 West Augusta Boulevard -- Handicapped Parking Permit 12224;
1	At 2543 West Walton Street -- Handicapped Parking Permit 12223;
1	At 1941 West Crystal Street -- Handicapped Parking Permit 12222;

Ward	Location
1	At 2512 West Walton Street -- Handicapped Parking Permit 12220;
1	At 2637 West Rice Street -- Handicapped Parking Permit 12219;
1	At 721 North Willard Court -- Handicapped Parking Permit 12217;
1	At 2718 West Haddon Avenue -- Handicapped Parking Permit 12216;
1	At 2559 West Augusta Boulevard -- Handicapped Parking Permit 12215;
2	West Roosevelt Road (north side) north service drive, from a point 155 feet east of South Paulina Street, to a point 30 feet east thereof -- two percent parking for handicapped -- \$100.00 fine -- tow- away zone;
3	At 4811 South Throop Street -- Handicapped Parking Permit 12228;
3	At 5233 South Morgan Street -- Handicapped Parking Permit 12080;
4	At 4743 South Champlain Avenue -- Handicapped Parking Permit 12229;
5	At 6948 South Paxton Avenue -- Handicapped Parking Permit 12234;

Ward	Location
5	At 1735 East 67th Street -- Handicapped Parking Permit 12238;
5	At 7541 South Ellis Avenue -- Handicapped Parking Permit 12235;
6	At 9428 South Michigan Avenue -- Handicapped Parking Permit 12403;
6	At 649 East 92nd Street -- Handicapped Parking Permit 12402;
7	At 9117 South Yates Avenue -- Handicapped Parking Permit 12250;
7	At 8412 South Essex Avenue -- Handicapped Parking Permit 12251;
7	At 9240 South Essex Avenue -- Handicapped Parking Permit 12252;
7	At 8738 South Kingston Avenue -- Handicapped Parking Permit 12434;
8	At 9243 South Harper Avenue -- Handicapped Parking Permit 12254;
8	At 1727 East 86th Place -- Handicapped Parking Permit 12255;
8	At 8200 South Ingleside Avenue -- Handicapped Parking Permit 12256;

Ward	Location
8	At 9325 South Euclid Avenue -- Handicapped Parking Permit 12257;
8	At 7947 South Dorchester Avenue -- Handicapped Parking Permit 12405;
8	At 8108 South Kimbark Avenue -- Handicapped Parking Permit 12406;
8	At 7908 South Avalon Avenue -- Handicapped Parking Permit 12407;
8	At 9220 South Harper Avenue -- Handicapped Parking Permit 12436;
9	At 10127 South Eberhart Avenue -- Handicapped Parking Permit 12258;
9	At 12032 South Lafayette Avenue -- Handicapped Parking Permit 12261;
9	At 11826 South Harvard Avenue -- Handicapped Parking Permit 12264;
9	At 10409 South Dr. Martin Luther King, Jr. Drive -- Handicapped Parking Permit 12260;
10	At 8448 South Burley Avenue -- Handicapped Parking Permit 12265;
10	At 10353 South Avenue J -- Handicapped Parking Permit 12408;

Ward	Location
10	At 10747 South Avenue H -- Handicapped Parking Permit 12437;
11	At 3724 South Union Avenue -- Handicapped Parking Permit 12439;
11	At 3325 South Lowe Avenue -- Handicapped Parking Permit 12440;
11	At 3526 South Paulina Street -- Handicapped Parking Permit 12441;
11	At 3033 South Throop Street -- Handicapped Parking Permit 12269;
12	At 2850 West 22nd Place -- Handicapped Parking Permit 12104;
12	At 2853 South Christiana Avenue -- Handicapped Parking Permit 12443;
12	At 4410 South Honore Street -- Handicapped Parking Permit 12272;
12	At 2644 West 25th Street -- Handicapped Parking Permit 12274;
12	At 2456 West 48th Street -- Handicapped Parking Permit 12273;
13	At 3641 West 60th Place -- Handicapped Parking Permit 12409;

Ward	Location
14	At 5842 South Mozart Street -- Handicapped Parking Permit 12282;
14	At 3510 West 58th Place -- Handicapped Parking Permit 12410;
14	At 5232 South Sacramento Avenue -- Handicapped Parking Permit 12444;
15	At 7248 South Artesian Avenue -- Handicapped Parking Permit 12446;
15	At 2055 West 69th Place -- Handicapped Parking Permit 12447;
15	At 6326 South Talman Avenue -- Handicapped Parking Permit 12445;
16	At 4923 South Honore Street -- Handicapped Parking Permit 12116;
17	At 7931 South Peoria Street -- Handicapped Parking Permit 12288;
17	At 1318 West 71st Place -- Handicapped Parking Permit 12448;
17	At 7501 South Sangamon Street -- Handicapped Parking Permit 12291;
17	At 1351 West 68th Street -- Handicapped Parking Permit 12413;

Ward	Location
17	At 7333 South Union Avenue -- Handicapped Parking Permit 12289;
17	At 7345 South Aberdeen Street -- Handicapped Parking Permit 12290;
18	At 7940 South Honore Street -- Handicapped Parking Permit 12294;
18	At 7651 South Seeley Avenue -- Handicapped Parking Permit 12298;
18	At 2334 West 80th Street -- Handicapped Parking Permit 12414;
18	At 8634 South Laflin Street -- Handicapped Parking Permit 12295;
18	At 8358 South Aberdeen Street -- Handicapped Parking Permit 12297;
18	At 7939 South Marshfield Avenue -- Handicapped Parking Permit 12299;
18	At 8212 South Aberdeen Street -- Handicapped Parking Permit 12300;
18	At 8009 South Bishop Street -- Handicapped Parking Permit 12303;
20	At 6846 South Dr. Martin Luther King, Jr. Drive -- Handicapped Parking Permit 12304;

Ward	Location
20	At 6147 South Evans Avenue -- Handicapped Parking Permit 12415;
20	At 6621 South Langley Avenue -- Handicapped Parking Permit 12416;
20	At 6130 South Dorchester Avenue -- Handicapped Parking Permit 12305;
21	At 9243 South Elizabeth Street -- Handicapped Parking Permit 12130;
22	At 3219 South Ridgeway Avenue -- Handicapped Parking Permit 12308;
22	At 3019 South Kolin Avenue -- Handicapped Parking Permit 12307;
23	At 5523 South Menard Avenue -- Handicapped Parking Permit 12143;
23	At 4452 South Lawler Avenue -- Handicapped Parking Permit 12310;
23	At 5206 South Ridgeway Avenue -- Handicapped Parking Permit 12145;
23	At 4442 South Kilpatrick Avenue -- Handicapped Parking Permit 12309;
23	At 5448 West 64th Street -- Handicapped Parking Permit 12311;

Ward	Location
23	At 4950 South Kostner Avenue -- Handicapped Parking Permit 12312;
23	At 5239 South Keating Avenue -- Handicapped Parking Permit 12457;
24	At 3701 West Grenshaw Street -- Handicapped Parking Permit 12149;
24	At 1549 South Millard Avenue -- Handicapped Parking Permit 12314;
24	At 1614 South Pulaski Road -- Handicapped Parking Permit 12459;
25	At 1802 South Peoria Street -- Handicapped Parking Permit 12315;
25	At 2104 West 21st Place -- Handicapped Parking Permit 12417;
25	At 2010 South Throop Street -- Handicapped Parking Permit 12321;
25	At 1166 West 19th Place -- Handicapped Parking Permit 12320;
25	At 2143 South Archer Avenue -- Handicapped Parking Permit 12322;
25	At 2225 South Oakley Avenue -- Handicapped Parking Permit 12318;

Ward	Location
25	At 2240 West 23rd Street -- Handicapped Parking Permit 12323;
26	At 1622 North Central Park Avenue -- Handicapped Parking Permit 12324;
26	At 2634 West Wellington Avenue -- Handicapped Parking Permit 12463;
26	At 3408 West Evergreen Avenue -- Handicapped Parking Permit 12325;
26	At 2026 North Bingham Street -- Handicapped Parking Permit 12326;
26	At 2425 West Thomas Street -- Handicapped Parking Permit 12327;
26	At 2529 West Medill Avenue -- Handicapped Parking Permit 12328;
27	At 1535 North Orleans Street -- Handicapped Parking Permit 12332;
27	At 1401 North Wieland Street -- Handicapped Parking Permit 12333;
27	At North Paulina Street (west side) from a point 30 feet north of West Washington Boulevard, to a point 25 feet north thereof -- two percent reserved parking for handicapped -- \$100.00 fine -- tow- away zone (96-0038);

Ward	Location
28	At 3818 West Maypole Avenue -- Handicapped Parking Permit 12334;
29	At 5934 West Walton Street -- Handicapped Parking Permit 12335;
29	At 1114 North Parkside Avenue -- Handicapped Parking Permit 12465;
29	At 5911 West Rice Street -- Handicapped Parking Permit 12337;
29	At 123 South Waller Avenue -- Handicapped Parking Permit 12466;
29	At 1719 North Mason Avenue -- Handicapped Parking Permit 12336;
29	At 2329 North Monitor Avenue -- Handicapped Parking Permit 12338;
30	At 3027 North Haussen Court -- Handicapped Parking Permit 12344;
31	At 4820 West Shakespeare Avenue -- Handicapped Parking Permit 12349;
31	At 1708 North Keeler Avenue -- Handicapped Parking Permit 12423;
31	At 1942 North Springfield Avenue -- Handicapped Parking Permit 12351;

Ward	Location
31	At 2535 North Kildare Avenue -- Handicapped Parking Permit 12350;
31	At 2116 North Avers Avenue -- handicapped permit parking;
32	At 2135 North Wood Street -- Handicapped Parking Permit 12354;
35	At 3315 West Diversey Avenue -- Handicapped Parking Permit 12359;
35	At 2753 North Sawyer Avenue -- Handicapped Parking Permit 12430;
35	At 3274 West Altgeld Street -- Handicapped Parking Permit 12583;
35	At 1935 North Francisco Avenue -- Handicapped Parking Permit 12587;
36	At 3737 North Nottingham Avenue -- Handicapped Parking Permit 12472;
36	At 3727 North Oconto Avenue -- Handicapped Parking Permit 12362;
36	At 3631 North Sayre Avenue -- Handicapped Parking Permit 12194;
36	At 3524 North Rutherford Avenue -- Handicapped Parking Permit 12363;
36	At 3656 North Osage Avenue -- Handicapped Parking Permit 12192;

Ward	Location
37	At 651 North Pine Avenue -- Handicapped Parking Permit 12366;
37	At 1425 North Kostner Avenue -- Handicapped Parking Permit 12368;
38	At 4426 North Meade Avenue -- Handicapped Parking Permit 12369;
40	At 1922 West Hood Avenue -- Handicapped Parking Permit 12378;
41	At 5427 North Normandy Avenue -- Handicapped Parking Permit 12383;
41	At 8624 West Catherine Avenue -- Handicapped Parking Permit 12384;
43	At 2658 North Wilton Avenue -- Handicapped Parking Permit 12388;
45	At 5106 North Mason Avenue -- Handicapped Parking Permit 12393;
45	At 5123 West Byron Street -- Handicapped Parking Permit 12211;
47	At 2131 West Giddings Street -- Handicapped Parking Permit 12396.

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. Amend ordinance passed February 11, 1981 (Council Journal of Proceedings, page 28293) which reads:

"South Oak Park Avenue (west side) from West 62nd Street to West 63rd Street"

by striking:

"West 62nd Street"

and inserting:

"from a point 70 feet south of West 62nd Street -- at all times" (23rd Ward) (95-1402).

SECTION 2. Repeal ordinance passed November 6, 1992 (Council Journal of Proceedings, page 23384) which reads:

"West Jackson Boulevard (both sides) from South Ashland Avenue to South Paulina Street -- at all times" (27th Ward) (95-1254).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Amendment Of Parking Prohibition At All Times.
(Except For Handicapped)*

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

SECTION 1. Amend ordinance by striking:

"6835 South Paxton Avenue" (5th Ward).

SECTION 2. Amend ordinance by striking:

"6855 South Cornell Avenue" (5th Ward).

SECTION 3. Amend ordinance by striking:

"10915 South Avenue G" (10th Ward).

SECTION 4. Amend ordinance by striking:

"2539 South Lowe Avenue" (11th Ward).

SECTION 5. Amend ordinance by striking:

"2929 South Haynes Court" (11th Ward).

SECTION 6. Amend ordinance by striking:

"7158 South Springfield Avenue" (13th Ward).

SECTION 7. Amend ordinance by striking:

"6222 West 64th Street" (13th Ward).

SECTION 8. Amend ordinance by striking:

"6018 South Francisco Avenue" (14th Ward).

SECTION 9. Amend ordinance by striking:

"6413 South Hoyne Avenue" (15th Ward).

SECTION 10. Amend ordinance by striking:

"7934 South Throop Street" (17th Ward).

SECTION 11. Amend ordinance by striking:

"8924 South Elizabeth Street" (21st Ward).

SECTION 12. Amend ordinance by striking:

"5435 South Natoma Avenue" (23rd Ward).

SECTION 13. Amend ordinance by striking:

"2118 North Lockwood Avenue" (31st Ward).

SECTION 14. Amend ordinance by striking:

"1429 West Fletcher Street" (32nd Ward).

SECTION 15. Amend ordinance by striking:

"1243 West Nelson Street" (32nd Ward).

SECTION 16. Amend ordinance by striking:

"3707 North Whipple Street" (33rd Ward).

SECTION 17. Amend ordinance by striking:

"3734 North Albany Avenue" (33rd Ward).

SECTION 18. Amend ordinance by striking:

"12123 South Laflin Street" (34th Ward).

SECTION 19. Amend ordinance by striking:

"1916 North Whipple Street" (35th Ward).

SECTION 20. Amend ordinance by striking:

"2837 North Central Park Avenue" (35th Ward).

SECTION 21. Amend ordinance by striking:

"2632 North Montclare Avenue" (36th Ward).

SECTION 22. Amend ordinance by striking:

"2842 West Summerdale Avenue" (40th Ward).

SECTION 23. Amend ordinance by striking:

"5236 North Reserve Avenue" (41st Ward).

SECTION 24. Amend ordinance by striking:

"559 West Cornelia Avenue" (44th Ward).

SECTION 25. Amend ordinance by striking:

"829 West Montrose Avenue" (46th Ward).

SECTION 26. Amend ordinance by striking:

"2210 West Carmen Avenue" (47th Ward).

SECTION 27. This ordinance shall take effect and be in force hereinafter its passage and publication.

Parking Prohibition During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 089 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Ward

Location And Time

19

South Homan Avenue (east side)
from a point 30 feet south of West
111th Street, to a point 25 feet
south thereof -- 8:00 A.M. to 5:00
P.M. -- Monday through Saturday
-- two percent reserved parking for
handicapped -- \$100.00 fine (95-
1612);

Ward	Location And Time
26	North Oakley Avenue (west side) from a point 20 feet south of West LeMoyne Street, to a point 320 feet south thereof -- 8:00 A.M. to 6:00 P.M. (96-0031);
27	West Jackson Boulevard (north side) from South Paulina Street to a point 239 feet east thereof; and West Jackson Boulevard (south side) from South Paulina Street, to a point 475 feet east thereof -- 6:00 A.M. to 11:00 A.M. (95-1254).

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. South Ingleside Avenue (east side) from East 54th Street to East 53rd Street -- 7:00 A.M. to 3:30 P.M. -- school days (4th Ward) (96-0144).

SECTION 2. Amend ordinance passed September 10, 1980 (Council Journal of Proceedings, page 3715) which reads:

"South Neva Avenue (east side) from West 53rd Street to West 54th Street -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday"

by striking:

"10:00 A.M."

and inserting:

"5:00 P.M." (23rd Ward) (95-1396).

SECTION 3. Amend ordinance passed October 6, 1981 (Council Journal of Proceedings, page 7383) which reads:

"West 52nd Street (south side) from South Kostner Avenue to South Kenneth Avenue"

by striking:

"South Kenneth Avenue"

and inserting:

"the north/south alley west thereof"

and amend ordinance passed August 31, 1977 (Council Journal of Proceedings, page 5879) which reads:

"West 52nd Street (north side) from South Kostner Avenue to South Kenneth Avenue"

by striking:

"South Kenneth Avenue"

and inserting:

"the north/south alley west thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday" (23rd Ward) (95-1397).

SECTION 4. Amend ordinance passed April 27, 1960 (Council Journal of Proceedings, page 2509) which reads:

"North Kedzie Avenue (both sides) from North Milwaukee Avenue to North Avondale Avenue (west side) 7:00 A.M. to 9:00 A.M. -- Monday through Friday and (east side) 4:00 P.M. to 6:00 P.M. -- Monday through Friday"

by striking:

"North Kedzie Avenue (both sides) from North Milwaukee Avenue to North Avondale Avenue"

and inserting:

"North Kedzie Avenue (west side) from North Milwaukee Avenue to North Avondale Avenue and North Kedzie Avenue (east side) from West Schubert Avenue to North Avondale Avenue" (35th Ward) (96-0066).

SECTION 5. 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
23	South Pulaski Road (west side) from a point 18 feet south of the south property line of West 53rd Street, to a point 146 feet north of the south property line of West 53rd Street -- two hours -- 8:00 A.M. to 6:00 P.M. (95-1400);
42	East 18th Street (both sides) from South Indiana Avenue to South Prairie Avenue; and East 18th Street (south side) from South Prairie Avenue to the first alley east thereof -- four hours -- 8:00 A.M. to 6:00 P.M. -- all days (96-0120);
42	South Indiana Avenue (both sides) from East Cullerton Street to East 16th Street -- two hours -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (96-0217);
49	North Sheridan Road (both sides) from West North Shore Avenue to West Pratt Boulevard -- two hours -- 6:00 P.M. to 12:00 Midnight (95-1709).

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

Amendment Of Parking Limitation During Specified Hours.

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

SECTION 1. Amend ordinance passed November 1, 1995 (Council Journal of Proceedings, pages 9107 -- 9108) which reads:

"South Homan Avenue (east side) from West 111th Street to a point 175 feet south thereof -- thirty minutes -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday"

by striking:

"West 111th Street"

and inserting:

"55 feet south of West 111th Street" (19th Ward) (95-1612).

SECTION 2. Repeal ordinance passed February 7, 1990 (Council Journal of Proceedings, page 11552) which reads:

"North Carpenter Street (west side) from West Washington Boulevard to West Randolph Street -- two hours -- Sunday through Saturday"

by striking the above (27th Ward) (95-1803).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location
12	South Fairfield Avenue (both sides) from West 42nd Street to West 43rd Street -- 8:30 A.M. to 4:30 P.M. -- Monday through Friday (Zone 252);
19	West 109th Street, from the first alley west of South Western Avenue to South Campbell Avenue -- at all times (Zone 28);
19	South Hale Avenue (east side) from the alley south of West 107th Street to West 107th Place -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (Zone 161);
19	South Vincennes Avenue (east side) from East 118th Street to a point 122 feet north of East 119th Street and (west side) from East 118th Street to East 119th Street -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (Zone 170);
21	South Peoria Street (both sides) from West 81st Street to West 82nd Street -- at all times (Zone 77);
23	South Latrobe Avenue, from West 52nd Street to the first alley north of South Archer Avenue -- at all times (Zone 4);
35	North Spaulding Avenue (both sides) from West Altgeld Street to West Wrightwood Avenue -- at all times (Zone 100);

Ward	Location
35	North Albany Avenue (west side) from West Schubert Avenue to West Diversey Avenue and (east side) from West Schubert Avenue to the first alley north thereof -- at all times (Zone 96);
35	West Henry Court (both sides) from North California Avenue to the dead end east thereof -- at all times (Zone 102);
35	North Lawndale Avenue (west side) from West Wrightwood Avenue to West Schubert Avenue -- at all times (Zone 93);
43	North Mildred Avenue (both sides) from West Wrightwood Avenue to West Schubert Avenue -- 6:00 P.M. to 2:00 A.M. -- all days (Zone 143);
43	North Mildred Avenue (both sides) from West Schubert Avenue to the first alley south of West Diversey Avenue -- 6:00 P.M. to 9:00 A.M. -- all days (Zone 143);
44	North Greenview Avenue (both sides) from West Addison Street to West Grace Street -- 6:00 P.M. to 6:00 A.M. -- all days (Zone 383) (tow-away zone for night baseball games);
44	North Sheffield Avenue (east side) from the first alley north of West Newport Avenue to the first alley south of West Addison Street and (west side) from West Cornelia Avenue to the first alley north thereof -- 5:00 P.M. to 4:00 A.M. -- all days (Zone 382) (tow-away zone for night baseball games);

Ward	Location
44	West Patterson Avenue (both sides) from North Racine Avenue to the first alley west of North Clark Street -- at all times (Zone 383) (tow-away zone for night baseball games);
44	North Lakewood Avenue (west side) from West Addison Street to West Byron Street, (east side) from West Addison Street to West Grace Street and from the first alley north of West Grace Street to West Byron Street -- 6:00 P.M. to 6:00 A.M. -- all days (Zone 383) (tow-away zone for night baseball games);
44	400 and 500 blocks of West Roscoe Street -- addition to buffer zone for residents of the above;
44	North Magnolia Avenue (both sides) from West Addison Street to West Grace Street -- 6:00 P.M. to 6:00 A.M. -- everyday (Zone 383) (tow-away zone for night baseball games);
44	North Racine Avenue (both sides) from West Addison Street to the first alley south of North Clark Street -- at all times (Zone 383) (tow-away zone for night baseball games);
44	North Janssen Avenue, from West Addison Street to West Byron Street -- 6:00 P.M. to 6:00 A.M. -- everyday (Zone 383) (tow-away zone for night baseball games);

Ward

Location

44

North Wayne Avenue (both sides) from West Addison Street to West Byron Street -- 6:00 P.M. to 6:00 A.M. -- all days (Zone 383) (tow-away zone for night baseball games);

44

North Greenview Avenue (east side) from West Grace Street to West Byron Street -- 6:00 P.M. to 6:00 A.M. -- all days (Zone 383) (tow-away zone for night baseball games).

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 by striking:

"800 and 900 blocks of South Leavitt Street (both sides) (Zone 80)" (25th Ward).

SECTION 2. Amend ordinance by striking:

"South Merrimac Avenue (both sides) from West 54th Street to the first alley south thereof" (23rd Ward).

SECTION 3. Amend ordinance by striking:

"West School Street (south side) from West Melrose Street to North Drake Avenue -- 9:00 A.M. to 10:00 P.M. -- Sunday through Saturday (Zone 103)" (33rd Ward).

SECTION 4. Amend ordinance related to North Lawler Avenue, from West LeMoyne Street to the first alley south of West North Avenue, by striking:

"6:00 P.M. to 12:00 Midnight -- Sunday through Saturday"

and inserting:

"at all times (Zone 51)" (37th Ward).

SECTION 5. Amend ordinance related to West Melrose Street (north side) from a point 366 feet west of North Broadway, to a point 85 feet east of North Halsted Street and (south side) from a point 55 feet west of North Broadway to North Halsted Street to read:

"5:00 P.M. to 4:00 A.M. -- Sunday through Saturday" (44th Ward).

SECTION 6. 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 diagonal parking/service drives, for the following locations:

Ward	Location
32	North Throop Street (west side) from West North Avenue to the first alley south thereof (96-0101);
38	West Roscoe Street, from North Narragansett Avenue (alongside) 3362) to the first alley west thereof (96-0117).

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

ESTABLISHMENT OF SPEED LIMITATION ON PORTION
OF SOUTH KEELER AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 2, 1995) a proposed ordinance to establish a speed limitation on portion of South Keeler Avenue, 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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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 Limit
23	South Keeler Avenue, from West 51st Street to West 53rd Street -- 25 miles per hour (95-1405).

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, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 13, November 1, 8, 15, December 13, 1995, January 10 and February 7, 1996) 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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location And Times
2	South Indiana Avenue (east side) from a point 20 feet north of East 33rd Boulevard, to a point 330 feet north thereof (96-0094);
19	West Monterey Avenue (south side) from South Hermosa Avenue to a point 70 feet west thereof -- at all times (95-1787);
25	South Laflin Street (east side) from a point 20 feet south of West 16th Street, to a point 35 feet south thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (96-0143);
25	South Laflin Street, from West Cermak Road to West 21st Street (95-1621);
27	West Jackson Boulevard (north side) from a point 239 feet east of South Paulina Street, to a point 141 feet east thereof -- at all times (95-1254);
32	North Ashland Avenue (west side) from a point 55 feet south of West School Street, to a point 25 feet south thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes -- 9:00 A.M. to 10:00 P.M. (95-1758);
32	North Lincoln Avenue (east side) from a point 70 feet south of West School Street, to a point 60 feet south thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes -- 9:00 A.M. to 10:00 P.M. (95-1759);

Ward	Location And Times
42	West Division Street (south side) from a point 110 feet west of North Clark Street, to a point 35 feet west thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes (96-0125);
42	300 North State Street (North Dearborn Street side) fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes (95-1692);
42	11 East Adams Street -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes -- Monday through Friday -- 7:00 A.M. to 9:00 A.M. and 3:30 P.M. to 6:00 P.M. (96-0214);
42	East Illinois Street (both sides) between North McClurg Court and North Columbus Drive;
47	North Rockwell Street (west side) from a point 20 feet south of West Addison Street, to a point 155 feet south thereof (96-0242).

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

Amendment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Repeal ordinance passed June 14, 1995 (Council Journal of Proceedings, page 3164) which reads:

"South Morgan Street (east side) from West 38th Place to a point 130 feet south thereof" (11th Ward) (96-0163).

SECTION 2. Repeal ordinance passed April 29, 1992 (Council Journal of Proceedings, page 15428) which reads:

"North Oakley Avenue (west side) from a point 20 feet south of West Le Moyne Street, to a point 50 feet south thereof"

by striking the above (26th Ward) (96-0031).

SECTION 3. Amend ordinance passed March 9, 1995 (Council Journal of Proceedings, pages 66185 -- 66186) which reads:

"East Walton Street (south side) from a point 238 feet west of North Mies Van Der Rohe Way, to a point 62 feet west thereof -- tow-away zone"

by striking:

"tow-away zone"

and inserting:

"fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes" (42nd Ward) (96-0080).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION AND AMENDMENT 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, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 14, October 2, November 1, 15, December 13, 1995, January 10 and February 7, 1996) proposed ordinances and orders to erect and amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances and order submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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 And
Traffic Control Signals.*

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs and traffic control signals on the following streets, of the types specified:

Ward	Type Of Sign And Location
1	"All-Way Stop" sign, at North Washtenaw Avenue and West Iowa Street (96-0093);
1	"All-Way Stop" sign, at North Rockwell Street and West Iowa Street (96-0092);
4	"All-Way Stop" sign, at South Ellis Avenue and East 37th Street (96-0002);
5	"Stop" sign, stopping South Blackstone Avenue for East 77th Street (95-1574);
5	"Stop" sign, stopping East 69th Place for South Harper Avenue (95-1577);
6	"Stop" sign, stopping South Prairie Avenue for East 86th Street (96-0184);
7	"All-Way Stop" sign, at South Merrill Avenue and East 97th Street (96-0011);
7	"Two-Way Stop" sign, stopping South Merrill Avenue for East 99th Street (96-0010);
10	"Two-Way Stop" sign, stopping East 101st Street for South Luella Avenue (96-0012);
13	"All-Way Stop" sign, at South Springfield Avenue and West 64th Street (96-0014);
15	Automatic traffic control signal, at South Ashland Avenue and West 65th Street (95-0792);

Ward	Type Of Sign And Location
15	Automatic traffic control signal, at South Wood Street and West Marquette Road (95-0789);
15	"All-Way Stop" sign, at South Campbell Avenue and West 60th Street (96-1783);
18	"Two-Way Stop" sign, for east/westbound traffic on West 86th Street at South Kenneth Avenue;
21	"Two-Way Stop" sign, for east/westbound traffic on West 99th Street at South Throop Street;
21	Two-Way Stop" sign, stopping South Racine Avenue for West 109th Street (96-0022);
21	"Stop" sign, stopping South Sangamon Street for West 86th Street (95-1386);
22	"All-Way Stop" sign, at South Millard Avenue and West 23rd Street (96-0024);
23	"Stop" sign, stopping South Mason Avenue for West 58th Street (95-1796);
23	"Stop" sign, stopping South Mulligan Avenue for West 54th Street (95-1616);
23	"Two-Way Stop" sign, stopping West 57th Street for South Newcastle Avenue (95-1617);
24	"Stop" sign, stopping South Kolin Avenue for West 14th Street (96-0091);

Ward	Type Of Sign And Location
26	"All-Way Stop" sign, at North St. Louis Avenue and West Bloomingdale Avenue (96-0034);
26	"All-Way Stop" sign, at North Talman Avenue and West George Street (96-0095);
27	"All-Way Stop" sign, at North Trumbull Avenue and West Huron Street (96-0049);
30	"All-Way Stop" sign, at North Lotus Avenue and West Altgeld Street (96-0056);
30	"All-Way Stop" sign, at North Leclaire Avenue and West Oakdale Avenue (96-0055)
30	"All-Way Stop" sign, at North Linder Avenue and West George Street (96-0059);
31	"All-Way Stop" sign, at West Dickens Avenue and North Kedvale Avenue (96-0197);
35	"All-Way Stop" sign, at North Lawndale Avenue and West Shakespeare Avenue (96-0114);
35	"One-Way Stop" sign, stopping West Dickens Avenue for North Whipple Street (96-0112);
36	"All-Way Stop" sign, at North McVicker Avenue and West George Street (96-0116);
38	"All-Way Stop" sign, at North Mobile Avenue and West Sunnyside Avenue (96-0119);

Ward	Type Of Sign And Location
38	"One-Way Stop" sign, stopping North Neenah Avenue for West School Street (96-0118);
42	"All-Way Stop" sign, at West Congress Parkway and South Loomis Street (96-0127);
42	"Four-Way Stop" sign, at North Clark Street and West Hubbard Street;
42	Automatic traffic control signal, on North State Street at Walton Street;
45	"Two-Way Stop" sign, stopping North Manton Avenue for North Markham Avenue (96-0238);
45	"Two-Way Stop" sign, stopping West Holbrook Street for North McLeod Avenue;
45	"Two-Way Stop" sign, stopping North Manton Avenue for North Miltimore Avenue (96-0235);
50	"All-Way Stop" sign, at West Arthur Avenue and North Campbell Avenue (96-0137);
50	"Four-Way Stop" sign, at West Glenlake Avenue and North California Avenue.

SECTION 2. These signs shall be installed and this order shall be in force hereinafter its passage and publication.

Repeal Of Traffic Warning Signs.

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

SECTION 1. Repeal ordinance passed December 15, 1993 (Council Journal of Proceedings, page 44038) which reads:

"North/southbound North Damen Avenue at West Wabansia Avenue and west/eastbound West Wabansia Avenue at North Damen Avenue -- 'No Left Turn -- 7:00 A.M. To 9:00 A.M. And 4:00 P.M. To 6:00 P.M. -- Monday Through Friday' " (32nd Ward) (95-1655).

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

Installation Of Miscellaneous Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install miscellaneous signs at the below listed locations:

Ward	Location And Type Of Sign
25	West Cermak Road (both sides) from South Clark Street to South Princeton Avenue -- "No Peddling" signs (95-1738);
25	South Wentworth Avenue (both sides) from West Cermak Road to West 23rd Place -- "No Peddling" signs (95-1739).

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

REMOVAL OF TRAFFIC SIGNS AT VARIOUS LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 23, 1996) the following listing ordinance from the Commissioner of Transportation, Bureau of Traffic, for the removal of various signs at various locations within the City of Chicago, due to the lack of payment or at the renter's request, begs leave to recommend that Your Honorable Body do *Approve* the following listing ordinance for the removal of these signs as 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 listing ordinance was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said listing ordinance as approved:

No Parking At Anytime.

- Ward 27 2438 West Arthington Street
No Parking Anytime
Passed March 11, 1953,
Council Journal of Proceedings, page 4289;
- Ward 37 North Lamon Avenue (west side) from West LeMoyne
Street, to a point 264 feet south (1458 North Lamon
Avenue)
No Parking Anytime
Passed March 10, 1965,
Council Journal of Proceedings, page 4313;
- Ward 37 North Lamon Avenue (east curb) from a point 230
feet south of the south line of West LeMoyne Street,
to a point 40 feet south thereof (1435 North Lamon
Avenue)
No Parking Anytime
Passed June 15, 1962,
Council Journal of Proceedings, page 7298;
- Ward 43 North Lincoln Avenue (east side) from a point 195
feet northwest of North Geneva Terrace, to a point 30
feet northwest thereof (2219 -- 2221 North Lincoln
Avenue)
No Parking Anytime
Passed June 10, 1959,
Council Journal of Proceedings, page 439;
- Ward 11 3834 South Union Avenue
No Parking Anytime
Passed October 8, 1946,
Council Journal of Proceedings, page 6426;
- Ward 1 2133 South Calumet Avenue
No Parking Anytime
Passed February 26, 1986,
Council Journal of Proceedings, page 28169;
- Ward 42 310 -- 316 West Goethe Street
No Parking Anytime
Passed March 18, 1955,
Council Journal of Proceedings, page 9705.

No Parking Tow-Away Zone.

- Ward 42 North Franklin Street (east side) from a point 75 feet south of West Ontario Street, to a point 50 feet south thereof (619 North Franklin Street)
No Parking Tow-Away Zone
Passed June 7, 1990,
Council Journal of Proceedings, page 16764;
- Ward 11 South Morgan Street (east side) from West 38th Place to a point 130 feet south thereof (3839 -- 3849 South Morgan Street)
No Parking Tow-Away Zone
Passed June 14, 1995,
Council Journal of Proceedings, page 3164;
- Ward 11 South Normal Avenue (east side) from a point 300 feet south of West 35th Street, to a point 80 feet south thereof (3545 South Normal Avenue)
No Parking Tow-Away Zone
Passed June 7, 1990,
Council Journal of Proceedings, page 16765;
- Ward 1 South Wabash Avenue (west side) from a point 60 feet south of East Washington Street, to a point 20 feet south thereof (at 38 South Wabash Avenue)
15 Minute Standing Zone, Unattended Vehicles Must Have Lights Flashing,
Tow-Away Zone After 15 minutes
Passed April 15, 1995,
Council Journal of Proceedings, page 67629;
- Ward 1 East Wacker Drive (south side) from a point 20 feet east of North Wabash Avenue, to a point 45 feet east thereof (65 East Wacker Drive)
15 Minute Standing Zone, Unattended Vehicles Must Have Lights Flashing,
Tow-Away Zone After 15 minutes;
- Ward 11 South Morgan Street (east side) from West 38th Place to a point 130 feet south thereof (3839 -- 3849 South Morgan Street)
No Parking Tow-Away Zone
Passed June 14, 1995,
Council Journal of Proceedings, page 3164.

No Parking Loading Zone.

- Ward 36 West Addison Street (south side) from a point 130 feet east of North Nordica Avenue, to a point 30 feet east thereof (7045 West Addison Street)
No Parking Loading Zone -- 8:00 A.M. to 6:00 P.M. --
Monday through Saturday
Passed April 25, 1985,
Council Journal of Proceedings, page 15824;
- Ward 32 North Ashland Avenue (east side) from a point 390 feet south of West Diversey Parkway, to a point 85 feet south thereof (2717 North Ashland Avenue)
No Parking Loading Zone -- 8:00 A.M. to 6:00 P.M. --
Monday through Saturday
Passed September 5, 1969,
Council Journal of Proceedings, page 6027;
- Ward 16 South Ashland Avenue (east side) from a point 50 feet north of West 59th Street, to a point 150 feet north thereof (5851 South Ashland Avenue)
No Parking Loading Zone -- 8:00 A.M. to 6:00 P.M. --
Monday through Saturday
Passed September 15, 1982,
Council Journal of Proceedings, page 12345;
- Ward 32 West Belmont Avenue (south side) from a point 175 feet west of North Wolcott Avenue, to a point 25 feet west thereof (1921 West Belmont Avenue)
Passed February 9, 1994,
Council Journal of Proceedings, page 45253;
- Ward 33 West Belmont Avenue (north side) from a point 75 feet west of North Sacramento Boulevard, to a point 25 feet west thereof (3008 West Belmont Avenue)
No Parking Loading Zone -- 10:00 A.M. to 4:00 P.M. --
Monday through Friday
Passed August 7, 1985,
Council Journal of Proceedings, page 19093;
- Ward 26 West Bloomingdale Avenue (south side) from a point 20 feet east of North Kimball Avenue, to a point 45 feet east thereof (3331 West Bloomingdale Avenue)
No Parking Loading Zone -- 8:00 A.M. to 6:00 P.M. --
Monday through Friday
Passed March 3, 1966,
Council Journal of Proceedings, page 6386;

- Ward 46 4077 -- 4079 North Broadway
No Parking Loading Zone -- 7:00 A.M. to 7:00 P.M. --
Monday through Saturday
Passed March 14, 1957,
Council Journal of Proceedings, pages 4494 -- 4495;
- Ward 25 West Cermak Road (south side) from a point 20 feet
east of South Fairfield Avenue, to a point 60 feet east
thereof (2719 West Cermak Road)
No Parking Loading Zone -- 9:00 A.M. to 9:00 P.M.
Passed April 1, 1987,
Council Journal of Proceedings, page 41078;
- Ward 1 West Chicago Avenue (south side) from a point 30
feet east of North Damen Avenue, to a point 20 feet
east thereof (1957 West Chicago Avenue)
No Parking Loading Zone
Passed September 16, 1992,
Council Journal of Proceedings, page 21066;
- Ward 30 North Cicero Avenue (west side) from a point 125 feet
north of West Belmont Avenue, to a point 25 feet
north thereof (3210 -- 3212 North Cicero Avenue)
No Parking Loading Zone
Passed November 6, 1991,
Council Journal of Proceedings, page 7252;
- Ward 45 West Cuyler Avenue, from a point 103 feet west of
North Milwaukee Avenue, to a point 72 feet west
thereof (4918 West Cuyler Avenue)
No Parking Loading Zone -- 9:00 A.M. to 9:00 P.M. --
Monday through Saturday
Passed July 16, 1975,
Council Journal of Proceedings, page 913;
- Ward 31 West Fullerton Avenue (south side) from a point 70
feet east of North Ridgeway Avenue, to a point 25 feet
east thereof (3719 West Fullerton Avenue)
No Parking Loading Zone -- 9:00 A.M. to 6:00 P.M. --
Monday through Saturday
Passed November 6, 1991,
Council Journal of Proceedings, page 7253;

- Ward 44 North Halsted Street (east side) from a point 40 feet north of West Wolfram Street, to a point 45 feet north thereof (2825 North Halsted Street)
No Parking Loading Zone -- 7:00 A.M. to 9:00 P.M. -- Monday through Saturday
Passed April 21, 1982,
Council Journal of Proceedings, page 10383;
- Ward 42 North LaSalle Street (west side) from a point 125 feet south of West Burton Place, to a point 23 feet south thereof (1432 North LaSalle Street)
No Parking Loading Zone -- 3:00 P.M. to 1:00 A.M. (no exceptions)
Passed April 25, 1985,
Council Journal of Proceedings, page 15825;
- Ward 38 West Montrose Avenue (north side) from a point 120 feet west of North Menard Avenue, to a point 25 feet west thereof (5812 West Montrose Avenue)
No Parking Loading Zone -- 7:00 A.M. to 8:00 P.M. -- Monday through Saturday
Passed April 15, 1995,
Council Journal of Proceedings, page 67585;
- Ward 26 West North Avenue (north side) from a point 20 feet west of North Spaulding Avenue, to a point 30 feet west thereof (3328 West North Avenue)
No Parking Loading Zone -- Monday through Saturday
Passed December 11, 1985,
Council Journal of Proceedings, page 23849;
- Ward 29 West North Avenue (south side) from a point 124 feet east of North Austin Boulevard, to a point 25 feet east thereof (5945 West North Avenue)
No Parking Loading Zone -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday
Passed April 17, 1995,
Council Journal of Proceedings, page 1258;
- Ward 25 West Ogden Avenue (north side) from a point 298 feet east of South Oakley Avenue, to a point 25 feet east thereof (2252 -- 2256 West Ogden Avenue)
No Parking Loading Zone -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday
Passed November 1, 1967,
Council Journal of Proceedings, page 1192;

- Ward 42 East Ontario Street (south side) from a point 70 feet east of North Rush Street, to a point 20 feet east thereof (109 East Ontario Street)
No Parking Loading Zone/Tow-Away Zone -- except 4:00 P.M. to 6:00 P.M. -- Monday through Friday
Passed December 15, 1993,
Council Journal of Proceedings, page 44028;
- Ward 42 West Ontario Street (south side) from a point 135 feet east of North Franklin Street, to a point 60 feet east thereof (223 West Ontario Street)
No Parking Loading Zone -- except 3:00 P.M. to 6:00 P.M. -- Monday through Saturday
Passed May 10, 1989,
Council Journal of Proceedings, page 877;
- Ward 42 West Ontario Street (south side) from a point 43 feet east of North Franklin Street, to a point 30 feet east thereof (227 West Ontario Street)
No Parking Loading Zone -- except 3:00 P.M. to 6:00 P.M. -- Monday through Friday
Passed September 13, 1989,
Council Journal of Proceedings, page 4846;
- Ward 42 South Plymouth Court (east side) from a point 150 feet north of West Harrison Street, to a point 35 feet north thereof (523 South Plymouth Court)
No Parking Loading Zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday
Passed November 24, 1926,
Council Journal of Proceedings, page 4745;
- Ward 44 North Sheffield Avenue (west side) from a point 12 feet south of West Cornelia Avenue, to a point 30 feet south thereof (3456 North Sheffield Avenue)
No Parking Loading Zone -- 8:00 P.M. to 11:00 P.M. -- Tuesday through Saturday
Passed January 12, 1995,
Council Journal of Proceedings, page 64647;
- Ward 25 South Western Avenue (east side) from a point 85 feet south of West 19th Street, to a point 82 feet south thereof (1901 South Western Avenue)
No Parking Loading Zone
Passed June 5, 1987,
Council Journal of Proceedings, page 1245;

- Ward 42 East Walton Street (south side) from a point 130 feet west of North Mies Van Der Rohe Way, to a point 109 feet east thereof (163 East Walton Street)
No Parking Loading Zone/Tow-Away Zone
Passed September 12, 1990,
Council Journal of Proceedings, page 21045;
- Ward 43 West Wrightwood Avenue (south side) from a point 30 feet west of North Orchard Street, to a point 25 feet west thereof (705 West Wrightwood Avenue)
No Parking Loading Zone -- fifteen minute parking -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday
Passed December 11, 1991,
Council Journal of Proceedings, page 11124;
- Ward 25 West 19th Street (south side) from a point 20 feet east of South Western Avenue, to the first alley east thereof (2351 -- 2353 West 19th Street)
No Parking Loading Zone
Passed June 5, 1987,
Council Journal of Proceedings, page 1245;
- Ward 25 West 18th Street (north side) from a point 20 feet west of South Ashland Avenue, to a point 50 feet west thereof (1607 West 18th Street)
No Parking Loading Zone
Passed August 7, 1985,
Council Journal of Proceedings, page 19094;
- Ward 25 West 21st Street (south side) from a point 170 feet west of South Hoyne Avenue, to a point 50 feet west thereof (2119 -- 2121 West 21st Street)
No Parking Loading Zone -- 8:00 A.M. to 12:00 Midnight
Passed February 15, 1984,
Council Journal of Proceedings, page 5086;
- Ward 22 West 27th Street (south side) from a point 20 feet east of South Trumbull Avenue, to a point 50 feet west thereof (3415 -- 3425 West 27th Street)
No Parking Loading Zone
Passed April 1, 1987,
Council Journal of Proceedings, page 41080;

- Ward 22 West 31st Street (north side) from a point 20 feet west of South Millard Avenue, to a point 176 feet west thereof (3634 West 31st Street)
No Parking Loading Zone -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday
Passed July 12, 1990,
Council Journal of Proceedings, page 18706;
- Ward 10 East 92nd Street (south side) from a point 132 feet east of South Brandon Avenue, to a point 48 feet east thereof (3217 East 92nd Street)
No Parking Loading Zone -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday
Passed February 13, 1985,
Council Journal of Proceedings, page 13546;
- Ward 31 West Armitage Avenue (south side) from a point 115 feet west of North Cicero Avenue, to a point 25 feet west thereof (4813 West Armitage Avenue)
No Parking Loading Zone -- 8:00 A.M. to 7:00 P.M. -- Monday through Friday
Passed October 4, 1989,
Council Journal of Proceedings, page 5520;
- Ward 31 West Armitage Avenue (south side) from a point 165 feet west of North Cicero Avenue, to a point 40 feet west thereof (4817 West Armitage Avenue)
No Parking Loading Zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday
Passed January 27, 1971,
Council Journal of Proceedings, page 10479;
- Ward 48 North Broadway (south side) from a point 355 feet south of West Hollywood Avenue, to a point 35 feet south thereof (5625 North Broadway)
No Parking Loading Zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday
Passed February 28, 1975,
Council Journal of Proceedings, page 10274;
- Ward 2 East Cullerton Street (south side) from a point 30 feet west of South Wabash Avenue, to the first alley west thereof (47 East Cullerton Street)
No Parking Loading Zone -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday
Passed October 24, 1973,
Council Journal of Proceedings, page 6438;

- Ward 39 West Lawrence Avenue (north side) from a point 108 feet east of North Harding Avenue, to a point 23 feet east thereof (3916 West Lawrence Avenue)
No Parking Loading Zone -- 9:00 A.M. to 11:00 P.M. --
Monday through Saturday
Passed, October 15, 1987,
Council Journal of Proceedings, page 5239;
- Ward 25 South Leavitt Street (west side) from a point 22 feet north of West 24th Street, to a point 53 feet north thereof (2352 -- 2356 South Leavitt Street)
No Parking Loading Zone -- 6:00 A.M. to 3:00 P.M. --
Monday through Friday
Passed May 8, 1974,
Council Journal of Proceedings, page 8165;
- Ward 47 West Montrose Avenue (south side) from a point 200 feet west of North Damen Avenue, to a point 40 feet west thereof (2019 -- 2025 West Montrose Avenue)
No Parking Loading Zone -- 9:00 A.M. to 6:00 P.M. --
Monday through Friday
Passed February 19, 1962,
Council Journal of Proceedings, page 6736.

Parking Limited During Specified Hours.

- Ward 25 West 18th Street (south side) from a point 25 feet east of South Hoyne Avenue, to a point 50 feet west thereof (2057 West 18th Street)
One Hour Parking -- 7:00 A.M. to 8:00 P.M.
Passed February 28, 1975,
Council Journal of Proceedings, page 10273;
- Ward 25 South Campbell Avenue (east side) from a point 46 feet south of West Roosevelt Road, to a point 100 feet south thereof (1205 South Campbell Avenue)
One Hour Parking -- 7:00 A.M. to 5:00 P.M. --
Monday through Saturday
Passed September 12, 1973,
Council Journal of Proceedings, page 6159.

Parking Prohibited During Specified Hours.

Ward 44

West Eddy Street (south side) from a point 170 feet west of North Seminary Avenue, to a point 50 feet west thereof (1151 West Eddy Street)
No Parking -- 7:00 A.M. to 4:00 P.M. --
Monday through Friday
Passed July 7, 1977,
Council Journal of Proceedings, page 5614.

*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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schuler, M. Smith, Moore -- 43.

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, March 26, 1996.

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 (March 9, May 17, June 14, July 13, October 2, November 1, 8, 15, December 13, 1995, January 10 and February 7, 1996) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
5	On 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. No City Council action necessary. Parking controls will be installed under City Code 9-64-100(e) (96-0007);
15	6101 South Maplewood Avenue (driveway). No City Council action necessary for driveway prohibition signs. Signs will be installed upon verification of driveway permit and upon receipt of necessary fees from applicant (96-0020);
15	2534 West 69th Street (parking lot). No City Council action necessary for driveway prohibition signs. Signs will be installed upon verification of driveway permit and upon receipt of necessary fees from applicant (96-0018);
23	5400 block of South Merrimac Avenue (both sides). Request withdrawn (95-1404);

Ward	Location
44	1052 West Waveland Avenue (for Fire Department personnel). Request withdrawn (96-0131);

Parking Prohibited At All Times -- Handicapped:

Ward	Location
1	1432 North Maplewood Avenue. Insufficient fire hydrant clearance;
2	1628 West Roosevelt Road -- two percent handicapped. Request withdrawn by requestor (96-0140);
2	1626 West Roosevelt Road -- two percent reserved parking for handicapped. Request withdrawn by requestor (96-0139);
2	1634 West Roosevelt Road -- two percent reserved parking for handicapped. Request withdrawn by requestor (96-0141);
8	9220 South Harper Avenue. Duplicate ordinance proposal passed;
9	10025 South St. Lawrence Avenue. Insufficient corner clearance;
21	8026 South Aberdeen Street. Duplicate of 12449;
23	5214 South Kildare Avenue. Does not meet the requirement of handicapped plates or placard;
25	1618 West Cullerton Street. Duplicate of 12150;

Ward	Location
26	1126 North Mozart Street. Insufficient fire hydrant clearance;
26	2520 North California Avenue. Insufficient fire hydrant clearance;
27	1535 North Orleans Street. Duplicate proposal. Passed November 8, 1995 with permit 12332;
31	4558 West Parker Avenue. Insufficient corner clearance;
31	2535 North Kildare Avenue. Duplicate proposal. Passed January 10, 1996 with permit 12350;
33	4310 North Albany Avenue. Duplicate proposal. Passed January 10, 1996 with permit 12355;
34	12324 South Lowe Avenue. Duplicate proposal. Passed November 8, 1995 with permit 11453;
34	950 West Vermont Street. Duplicate proposal. Passed November 1, 1995 with permit 11454;
34	9915 South Sangamon Street. Duplicate proposal. Passed November 8, 1995 with permit 11983;
37	129 North Long Avenue. Duplicate proposal. Passed November 1, 1995 with permit 11999;

Ward	Location
42	401 North Wabash Avenue -- two percent reserved parking for handicapped. No City Council action necessary. Signs will be installed under City Code 9-64-050(b) (95-1453);
42	750 North Dearborn Street -- other;
43	2150 North Lincoln Park West. Failed to meet building zone requirement.

Parking Prohibited During Specified Hours -- Handicapped:

Ward	Location
42	20 North Garland Court -- 8:00 A.M. to 6:00 P.M. -- all days -- two percent reserved parking for handicapped. No City Council action necessary for installation of two percent reserved handicapped parking in the Loop. Signs will be installed under Section 9-64-050 (96-0121).

Loading Zone:

Ward	Location
15	2638 West 71st Street -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday. Request withdrawn by requestor (96-0017);

Ward	Location
23	6742 -- 6744 West 55th Street -- 7:00 A.M. -- 5:00 P.M. -- Monday through Friday. Request withdrawn by requestor (95-1799);
27	130 South Green Street -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday. Duplicate proposal. Previously recommended on proposal dated January 10, 1996 (96-0191);
27	1143 West Lake Street -- 5:30 A.M. to 4:30 P.M. -- Monday through Saturday. Duplicate proposal. Previously recommended on proposal dated September 13, 1995 (96-0188);
49	1627 West Howard Street -- 12:00 Noon to 12:00 Midnight -- Monday through Saturday. Request withdrawn (96-0086).

Miscellaneous Signs:

Ward	Location
15	On West Marquette Road, from South Western Avenue to South California Avenue -- "No Loitering Or Drinking" signs. No City Council action necessary for warning signs. Requested signs will be posted (95-1597);

Ward

Location

27

West Jackson Boulevard (south side) from South Ashland Avenue to South Paulina Street and (north side) from South Paulina Street to the first alley west of South Ashland Avenue -- "No Parking During United Center Events" signs. Request withdrawn by requestor (96-0041);

27

West Jackson Boulevard (both sides) from the first alley west of South Ashland Avenue to South Paulina Street -- "Parking Prohibited On Days Of Events Scheduled For The United Center". Request withdrawn by requestor (95-1807);

34

Southeast/southwest corners of South Normal Avenue at West 111th Street -- "Do Not Enter" signs. No City Council action necessary. "Do Not Enter" signs will be posted (96-0063).

Residential Permit Parking:

Ward

Location

44

North Southport Avenue (both sides) from the north side of West Addison Street to the south side of West Byron Street -- 6:00 P.M. to 6:00 A.M. -- all days. Does not meet building zone requirement. North Southport Avenue is currently Zoned B2;

Ward	Location
47	North Lockwood Avenue, from West Irving Park Road to West Byron Street -- 6:00 P.M. to 6:00 A.M. -- all days. Fails building zone requirement of B2 and R.P.D. 53.

Service Drive/Diagonal Parking:

Ward	Location
25	2800 -- 2843 South Princeton Avenue (east side). This request is for the school side of the street where we presently have "No Parking -- 8:00 A.M. To 4:40 P.M." signs (96-0183).

Single Direction:

Ward	Location
15	6300 -- 6314 (to alley) South Wolcott Avenue -- northerly. Traffic engineering survey indicated proposed one-way change would result in hazardous community access problems (95-1001);
23	6300 block of South Moody Avenue -- northerly. Duplicate proposal. Previously recommended on proposal dated October 2, 1995 (95-1815);
49	North Wolcott Avenue, from West Fargo Avenue to West Birchwood Avenue -- southerly. Request withdrawn (96-0135);

Ward

Location

49

West Fargo Avenue, from North Wolcott Avenue to North Winchester Avenue -- westerly. Request withdrawn (96-0134).

Speed Limitations:

Ward

Location

15

West 58th Street, at South Honore Street -- twenty miles per hour. Request withdrawn by requestor (95-1594).

Tow-Away Zones:

Ward

Location

27

200 South Peoria Street (each side of loading dock) at all times. Request withdrawn by requestor (95-1805);

27

1600 block of West Hubbard Street (south side) 6:00 A.M. to 6:00 P.M. -- Monday through Saturday. Request withdrawn;

42

516 North Clark Street -- loading zone/tow-away zone for valet services -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes -- 7:00 A.M. to 11:00 P.M. -- all days. Request withdrawn (95-1139);

42

Alley behind 746 -- 770 North LaSalle Street -- all days. Request withdrawn (95-1313).

Traffic Warning Signs And Signals:

Ward	Location
1	Installation of flashing yellow signals at the westbound lane of West Harrison Street near the extension of the centerline of South Peoria Street (95-0350);
2	Turning signal (arrow) at the intersection of West Roosevelt Road and South Clark Street, north and south sides of street (96-0146);
12	"Stop" signs, at entrances to the first north/south alley first west of South Western Avenue, at West 47th Place. It is against City policy to install traffic signs in alleys because of resulting safety and maintenance widths. Signs not needed for enforcement. Field study will be made to resolve problem (96-0185);
15	"Two-Way Stop" signs, at the intersection of West 66th Street and South Winchester Avenue. Previously recommended on proposal dated October 2, 1995 (95-1729);
24	"Two-Way Stop" signs, for north and southbound traffic on South Kostner Avenue at intersection of West Lexington Street. South Kostner Avenue is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (96-0027);

Ward	Location
24	"Two-Way Stop" signs, for east and westbound traffic on West Douglas Boulevard at the intersection of South Albany Avenue. West Douglas Boulevard 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 (96-0028);
26	"All-Way Stop" signs, at the corners of West Altgeld Street and North Mozart Street. Duplicate proposal. Previously recommended on proposal dated November 1, 1995 (96-0035);
35	"Stop" signs, at the east corner of West Dickens Avenue and North Whipple Street, on West Dickens Avenue. Duplicate proposal. Previously recommended on proposal dated January 10, 1996 (96-0207);
35	"Stop" signs, at the northeast corner of West Shakespeare Avenue and North Lawndale Avenue, on West Shakespeare Avenue. Duplicate proposal. Previously recommended on proposal dated January 10, 1996 (96-0208);
35	"Stop" signs, at the corner of West Dickens Avenue and North Whipple Street (east side). Duplicate proposal. Previously recommended on proposal dated January 10, 1996 (96-0115);

Ward	Location
37	"Stop" sign, on West Walton Street at North Lamon Avenue. Duplicate proposal. Previously recommended on proposal dated November 1, 1995 (95-1764);
37	"Stop" sign, on West Iowa Street at North Leamington Avenue. Duplicate proposal. Previously passed April 25, 1985 (Council Journal of Proceedings, page 15845). Signs are posted (96-0070);
40	"No Left Turn" signal for westbound traffic on North Ridge Avenue at North Ravenswood Avenue (95-0873).

Weight Limitations:

Ward	Location
34	1000 and 1100 blocks of West 103rd Street -- five tons. West 103rd Street is a federal aid route and is designated for trucks over five tons (96-0065).

Amend Parking Prohibited At All Times:

Ward	Location
18	West 86th Street (south side) from South Marshfield Avenue to South Ashland Avenue and West 86th Street (north side) from the first alley west of South Marshfield Avenue to the first alley east thereof. Duplicate proposal. Previously repealed on proposal dated November 8, 1995 (95-1786).

Amend Parking Prohibited During Specified Hours:

Ward	Location
27	Repeal parking prohibited during specified hours in the 100 block of North Aberdeen Street (east side) from West Washington Boulevard to West Randolph Street. No City Council action necessary to remove signs. Signs will be removed (95-1808).

Amend Parking Prohibited -- Street Cleaning:

Ward	Location
14	Amend parking prohibited for street cleaning on West 47th Street (north side) from South California Avenue to South Archer Avenue by striking: "Wednesday" and inserting: "Monday". No City Council action necessary. Sign change will be made under City Code 9-64-040(b) (95-1591).

Amend Loading Zones:

Ward	Location
32	Amend the loading zone/tow-away zone located on North Elston Avenue (east side) from a point 150 feet south of West Division Street, to a point 25 feet south thereof -- 7:00 P.M. to 2:00 A.M. by striking: "7:00 P.M. to 2:00 A.M." and inserting: "6:00 P.M. to 2:00 A.M. -- Monday through Friday" and "10:00 A.M. to 2:00 A.M. -- Saturday and Sunday". Duplicate proposal. Previously amended on proposal dated April 15, 1995 (95-0917).

Amend Single Direction:

Ward	Location
6	Repeal single direction -- southerly on South Michigan Avenue, from East 94th Street to East 95th Street. Traffic engineering survey indicates proposed one-way change would create a hazardous situation (96-0008).

Amend Tow-Away Zones:

Ward	Location
27	Repeal "Tow-Away Zone" signs located at 800 North Springfield Avenue. No City Council action necessary. "No Parking Tow-Away" signs have been removed (95-1757);

Ward	Location
27	Repeal tow-away zone at 440 -- 441 North Aberdeen Street. No City Council action necessary. Appropriate no parking tow-away zone will be removed (95-1753);
42	Amend tow-away zone at 731 North Dearborn Street by striking: "fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes" and inserting: "loading zone -- all days -- 10:00 A.M. to 10:00 P.M.". Request withdrawn (95-1132);
43	Amend tow-away zone at 2424 North Lincoln Avenue -- 9:00 A.M. to 12:00 Midnight -- all days by striking: "(west side) from a point 225 feet north of West Fullerton Parkway, to a point 25 feet north thereof". This location falls within a no parking anytime zone (96-0081).

Amend Traffic Warning Signs And Signals:

Ward	Location
1	Relocation of flashing yellow signal on West Harrison Street farther east to main University of Illinois campus entrance near the extension of the centerline of South Peoria Street (95-0351);

Ward

Location

8

Repeal "One-Way Stop" sign on South Clyde Avenue (one-way/southbound) at the intersection of East 81st Street. No City Council action is necessary to strike one-way stop when requesting an all-way stop. All-way stop, passed September 13, 1995 (Council Journal of Proceedings, page 7049) (95-0671).

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, March 25, 1996.

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 March 6, 1996) 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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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):

Acme Steel Company.

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

SECTION 1. Permission and authority are hereby given and granted to Acme Steel Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, a diagonal elevated steel structure over and across South Torrence Avenue, the centerline of which is two hundred fifty-three (253) feet north of the centerline of East 114th Street. Said elevated steel structure is twenty (20) feet on private property and is used for the purpose of supporting an enclosed conveyor, together with pipe lines and other equipment, the lowest portion of same being not more

than twenty-five (25) feet above the surface of the street at said location. Authority for the above described use of the public way shall be in effect for a period of five (5) years from and after March 14, 1996.

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 19359 of this Journal.]

Big Bowl, Inc.

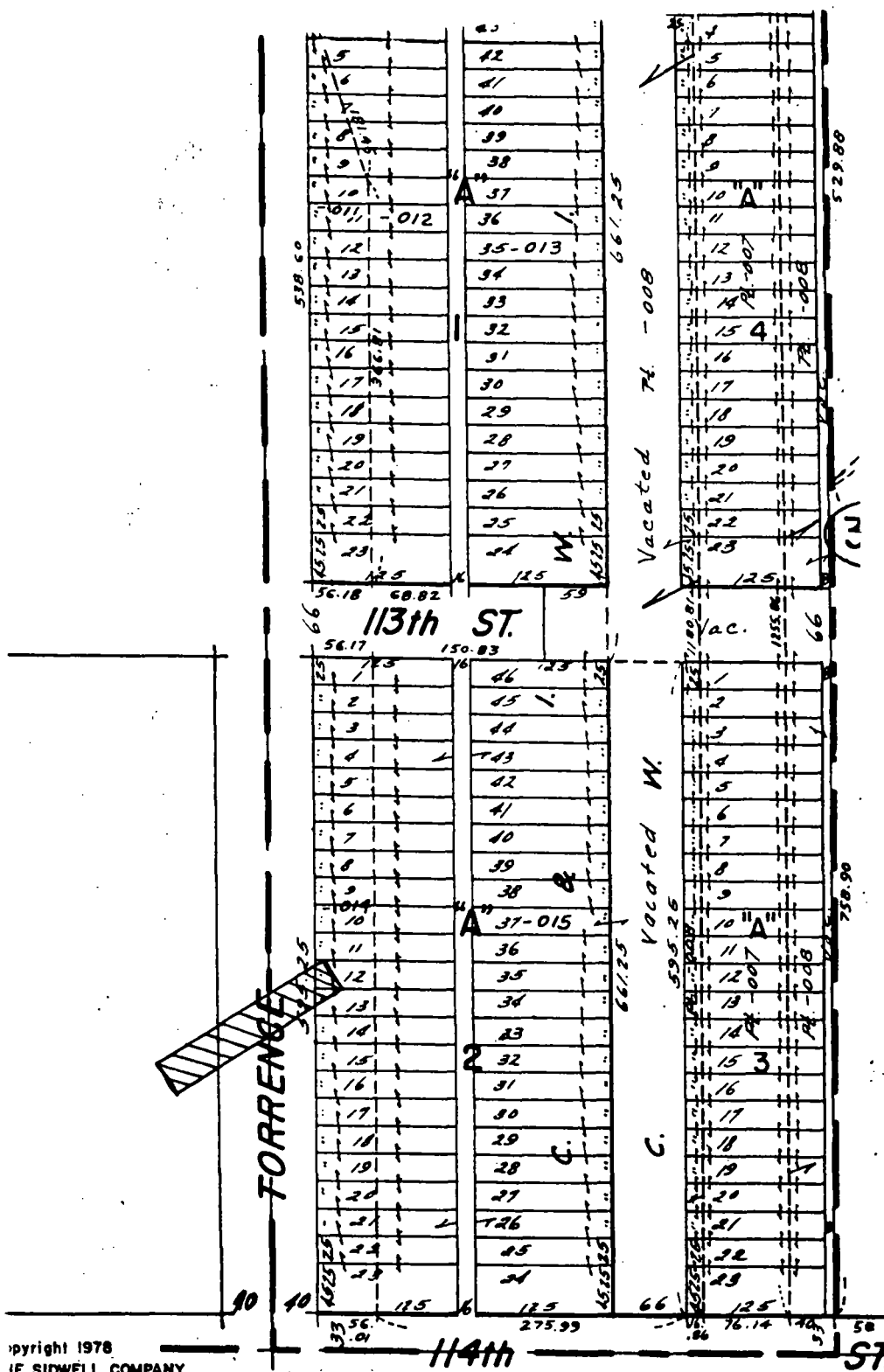
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Big Bowl, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a permanently enclosed cafe adjacent to the premises known as 6 East Cedar Street. Proposed cafe location and dimensions are as follows, along East Cedar Street at fifty-one (51) feet in length and nine (9) feet, eight (8) inches in width for a total of four hundred ninety-three (493) square feet. Installation of said cafe shall conform to all departmental regulations including any revisions requested by affected City departments. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 19360)

Ordinance associated with this drawing printed on pages
19355 through 193558 of this Journal.



(Continued from page 19358)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Thousand Three Hundred Sixty-four and no/100 Dollars (\$5,364.00) 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.

[Drawings referred to in this ordinance printed on pages 19363 through 19364 of this Journal.]

Cook County Hospital.

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

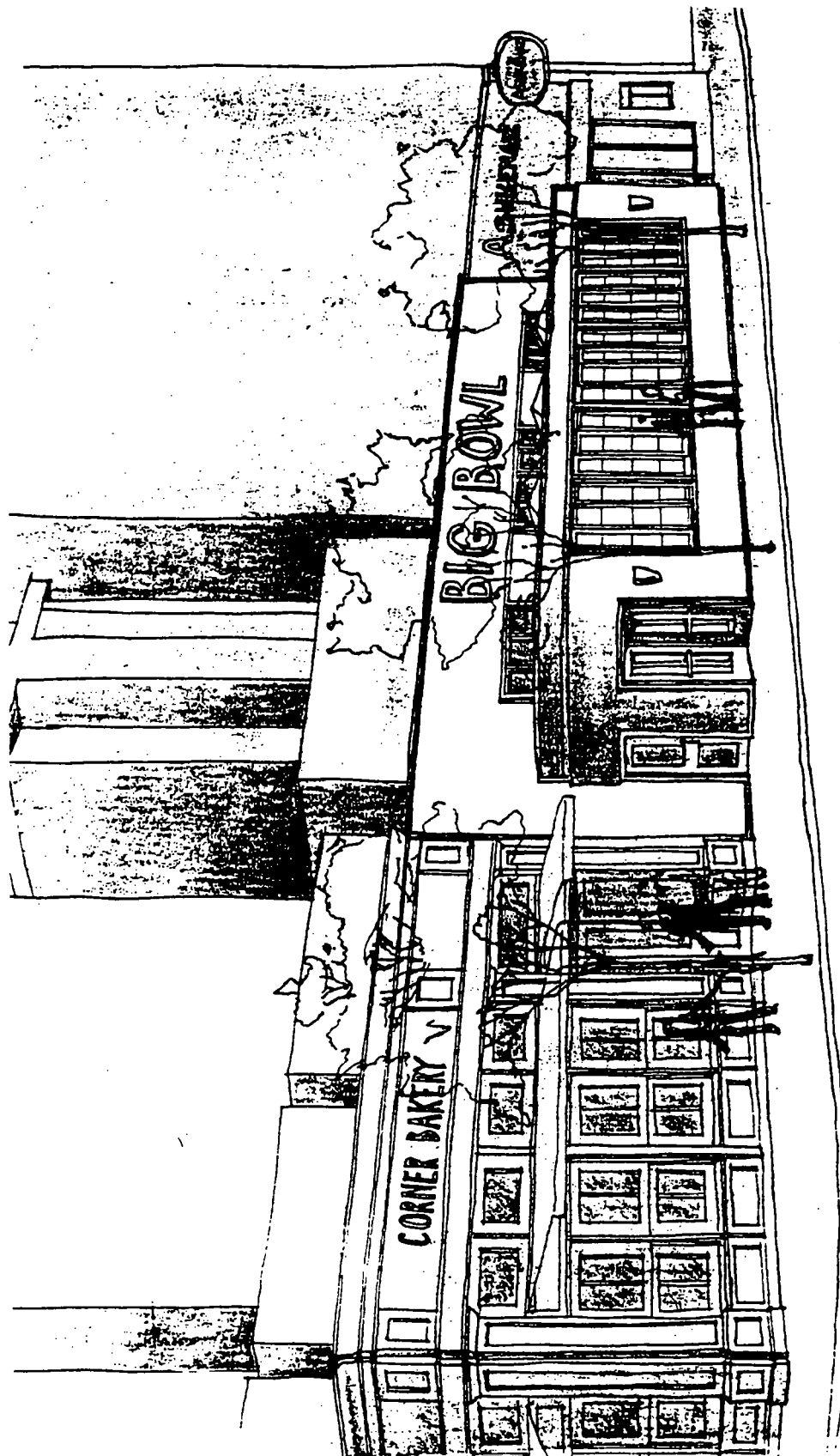
SECTION 1. Permission and authority are hereby given and granted to Cook County Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed, an electrical utility connecting link, forty (40) feet in length and ten (10) feet in width, adjacent to the premises known as 620 South Winchester Avenue. This shall be side by side electrical ducts, with a two (2) foot spacing between, installed ten (10) feet underground connecting the 12K volt electrical distribution center at 1965 West Ogden Avenue with the 480 volt distribution center at 1835 West Harrison Street. Authority herein granted shall be for a period of five (5) years from and after date January 31, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

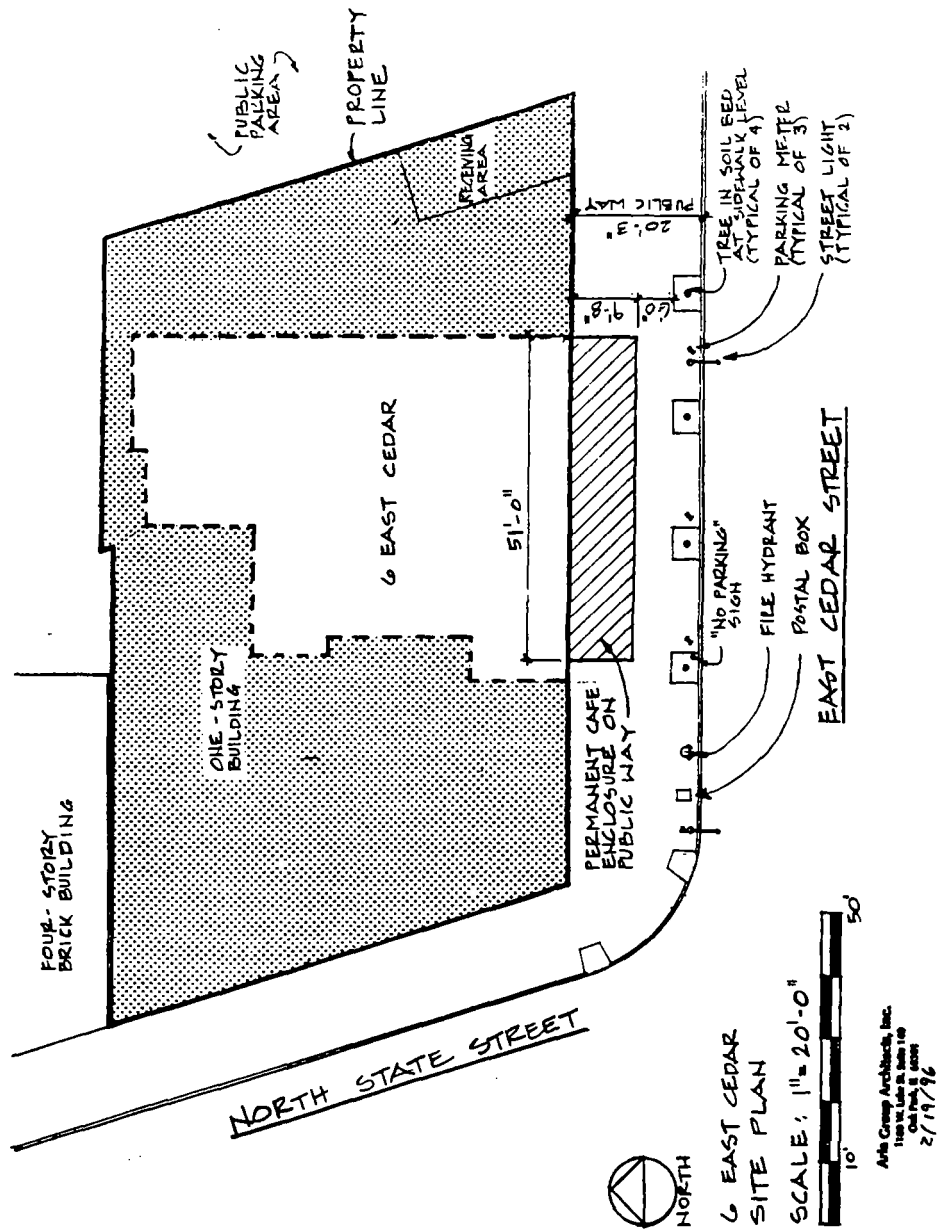
(Continued on page 19365)

Ordinance associated with this drawing printed on pages
19358 through 19361 of this Journal.



Art's Group Architects, Inc.
1100 W. Lake St. Suite 100

Ordinance associated with this drawing printed on pages
19358 through 19361 of this Journal.



(Continued from page 19362)

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.

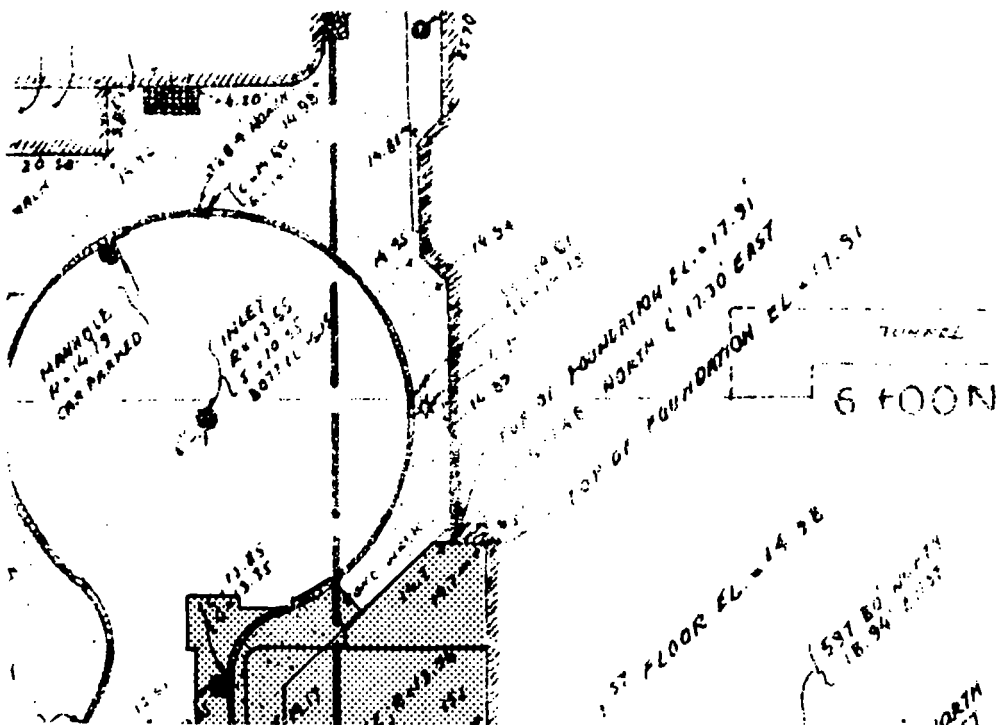
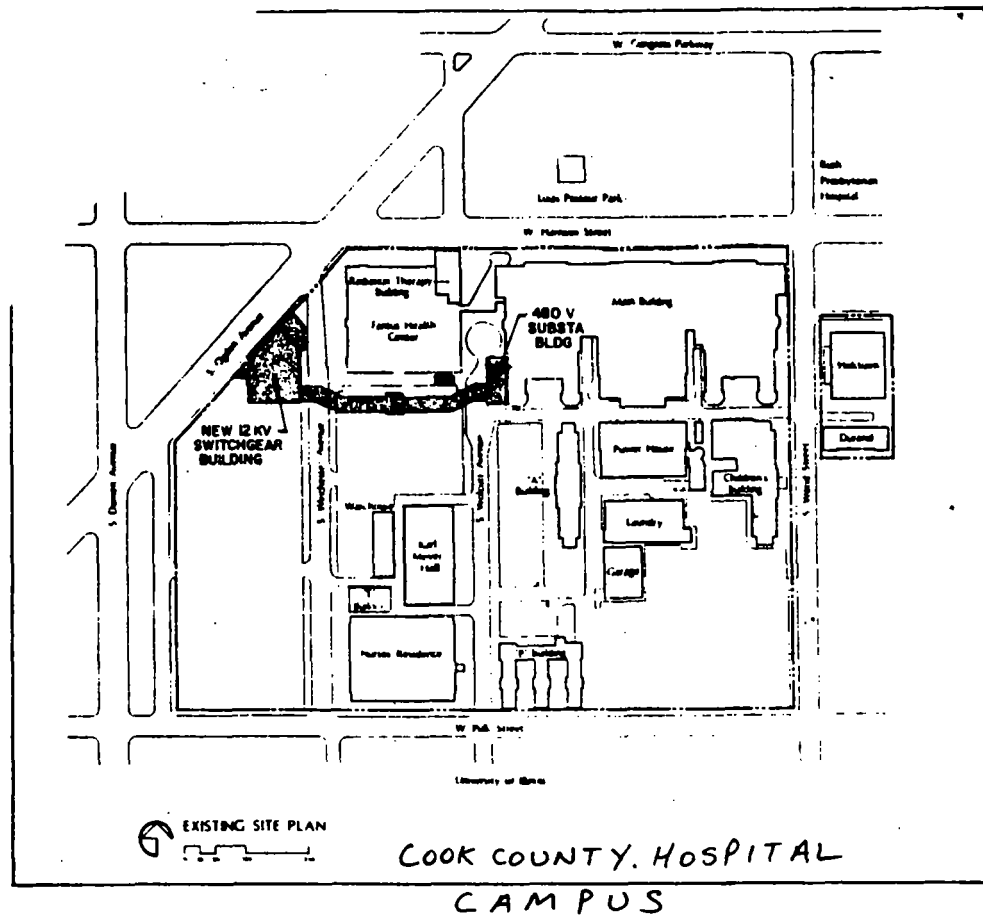
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 19367 of this Journal.]

Ordinance associated with this drawing printed on pages
19362 through 19366 of this Journal.



Mr. Joseph Gil.

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

SECTION 1. Permission and authority are hereby given and granted to Mr. Joseph Gil, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a grease basin adjacent to the premises known as 5050 South Archer Avenue. Said grease basin shall be six (6) feet in length, six (6) feet width and nine (9) feet in depth and shall be located on the public right-of-way on the west side of South Archer Avenue. Authority herein granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred 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 19371 of this Journal.]

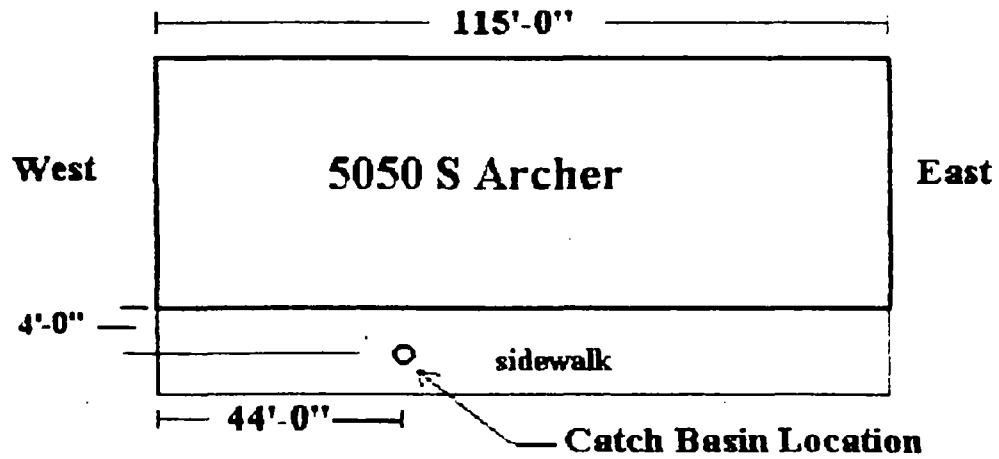
Hispanic Housing Development Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Hispanic Housing Development Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use an inspection manhole adjacent to the premises known as 2424 South Pulaski Road. Said manhole shall be for exterior inspection clean-out to maintain sterile interior of the Dr. Jorge Prieto Health Clinic. Manhole shall be of standard size and located on the West 24th Place side of the premises. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 19372)

Ordinance associated with this drawing printed on pages
19368 through 19370 of this Journal.



(Continued from page 19370)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public 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 19375 of this Journal.]

Mr. Todd Main.

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

SECTION 1. Permission and authority are hereby given and granted to Todd Main, upon the terms and subject to the conditions of this ordinance, to maintain and use a bay window adjacent to the premises known as 801 West Armitage Avenue. Said bay window shall be installed on the southwest corner of the building at 801 West Armitage Avenue and 1972 North Halsted Street. Bay window shall be seven (7) feet in length and six (6) feet in width along West Armitage Avenue and North Halsted Street sides, in accordance with plans and specifications submitted to the Departments of Buildings and Transportation. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 19376)

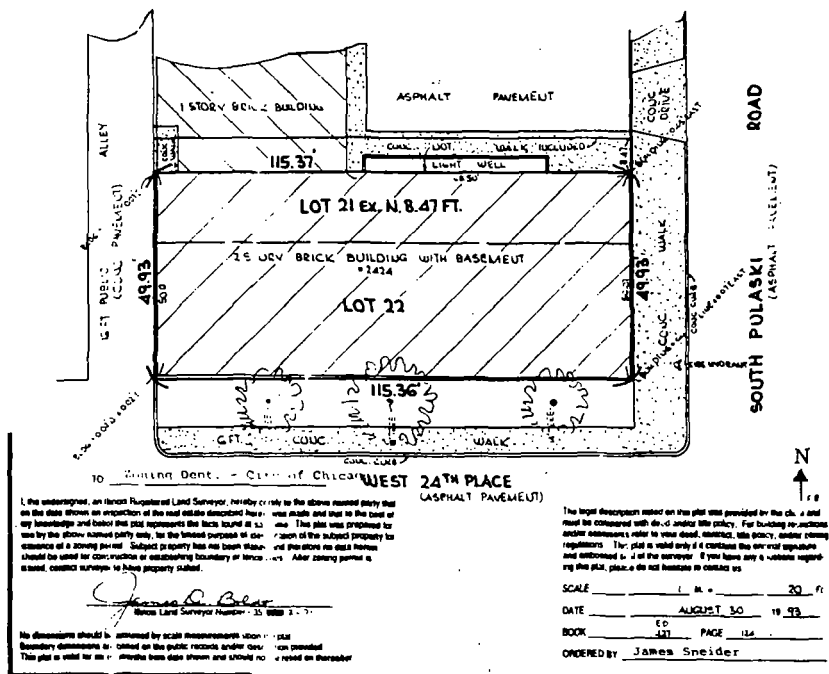
Ordinance associated with this drawing printed on
pages 19370 through 19374 of this Journal.

Zarko Sekerez & Associates, Inc.
Land Surveyors & Civil Engineers

111 West Washington, Suite 940
Chicago, Illinois 60602
Telephone: (312) 726-1313
Fax: (312) 216-9706

ORDER NO. 91056
2424 South Pulaski
Chicago, Illinois

Lot 21 (except the North 8.47 feet thereof) and all of Lot 22, in Block 2 of Edwards & Driver's Resubdivision of the East half of Blocks 1, 2, 3, and 4 and the vacated alley through same in Crawford's Subdivision of that part of the Northeast quarter of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of the Chicago, Burlington and Quincy Railroad, in Cook County, Illinois.



my care for safe keeping, and that I am the lawful keeper of the same.

(Continued from page 19374)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public 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 19379 of this Journal.]

Ms. Jane Mendoza.

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

SECTION 1. Permission and authority are hereby given and granted to Jane Mendoza, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) bollards adjacent to the premises known as 3701 North Narragansett Avenue. Bollards are to be installed on the parkway on North Narragansett Avenue and West Waveland Avenue for the purpose of preventing vehicles from driving over the property. Bollards are to be three (3) feet in height by eight (8) inches in diameter. Authority herein granted shall be for a period of five (5) years from and after passage this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

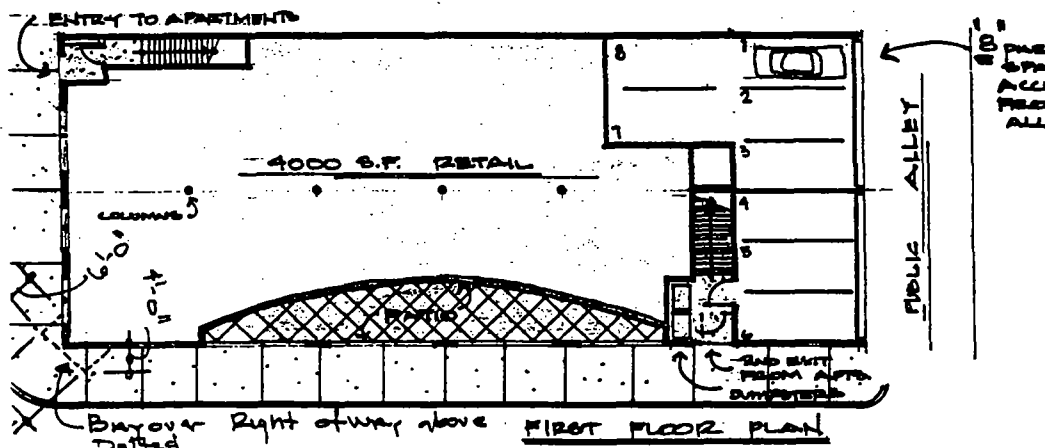
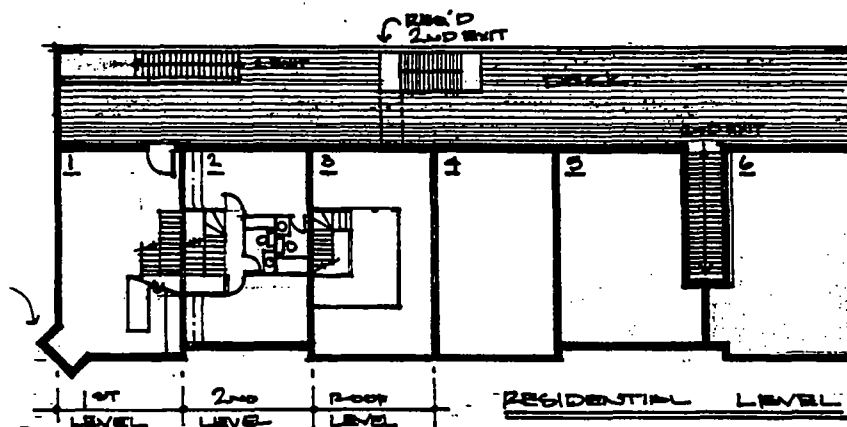
SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 19380)

Ordinance associated with this drawing printed on
pages 19374 through 19377 of this Journal.



ARMITAGE ELEVATION



(Continued from page 19378)

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.

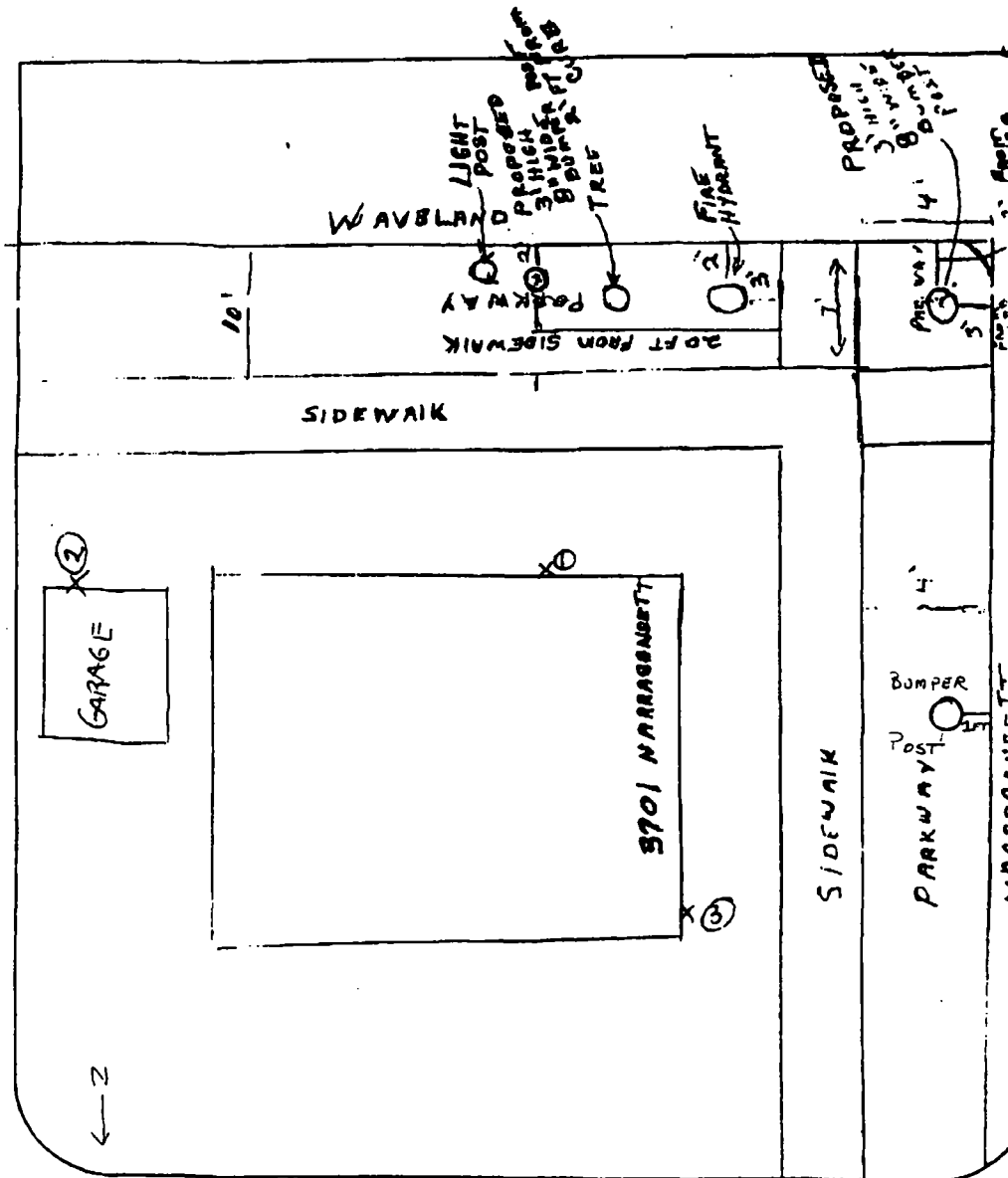
[Drawing referred to in this ordinance printed on
page 19382 of this Journal.]

North Park College And Theological Seminary.

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

(Continued on page 19383)

Ordinance associated with this drawing printed on pages
19378 through 19381 of this Journal.



CHICAGO
20900 Governors Drive, Olympia Fields, IL 60451
(708) 481-2800 FAX: (708) 481-5885

NEW YORK
237 Park Avenue, New York, NY 10017
(212) 922-3800 FAX: (212) 697-8486

LOS ANGELES
6032 W Century Blvd., Los Angeles, CA 90045
(213) 339-0600 FAX: (213) 339-0601

(Continued from page 19381)

SECTION 1. Permission and authority are hereby given and granted to North Park College and Theological Seminary, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pipe tunnel not exceeding five (5) feet, four (4) inches in width nor four (4) feet in depth, under and across North Spaulding Avenue three hundred seventy-five (375) feet south of the south line of West Foster Avenue. Said tunnel contains an eight (8) inch steam pipe and a four (4) inch return pipe, also a four (4) inch water supply pipe and a two (2) inch return pipe used for the transmission of steam and hot water. Authority herein granted shall be for a period of five (5) years from and after March 28, 1996.

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 19386 of this Journal.]

North Shore School.

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

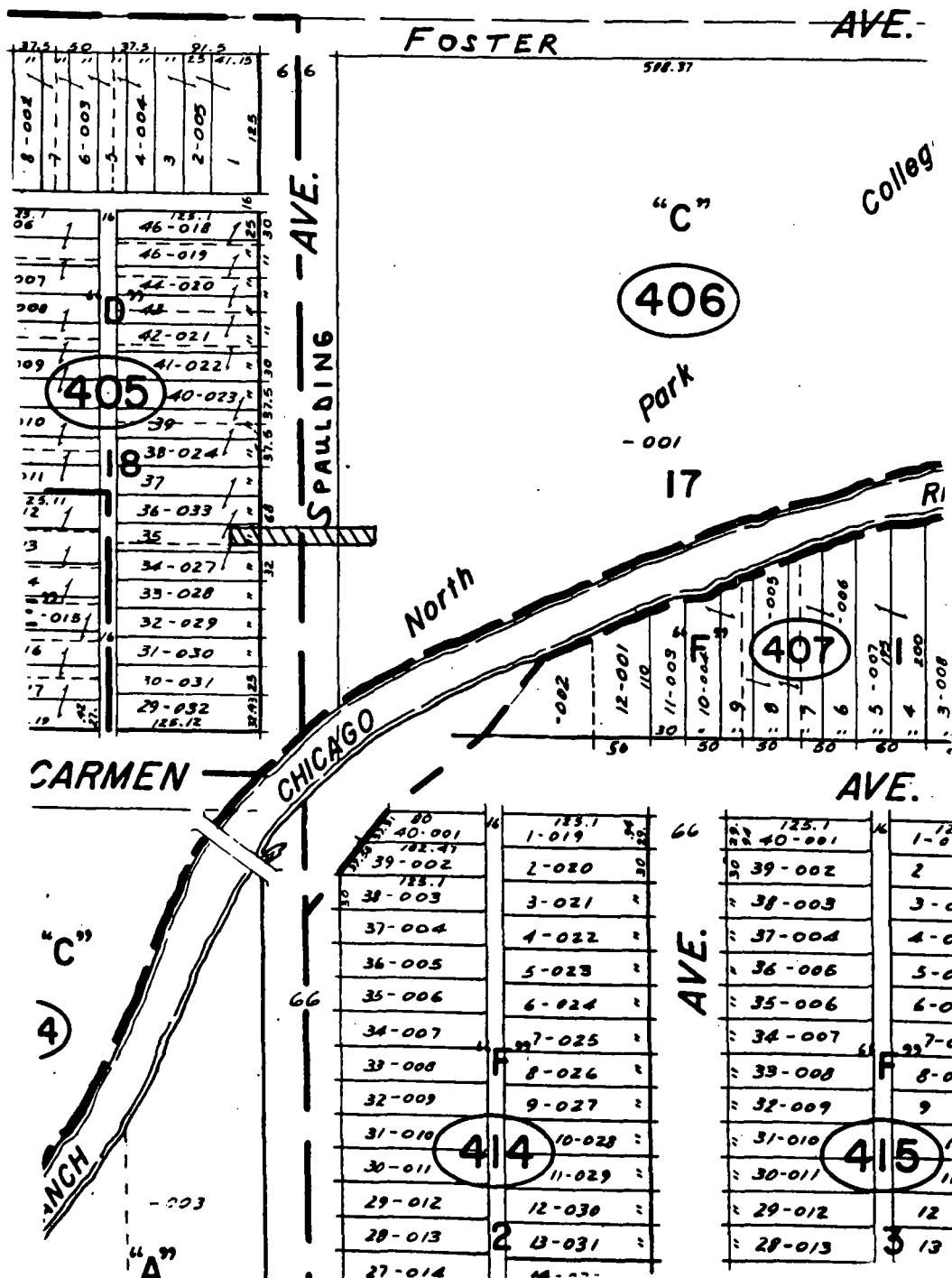
SECTION 1. Permission and authority are hereby given and granted to North Shore School, upon the terms and subject to the conditions of this ordinance, to maintain as now constructed one (1) non-illuminated sign at the corner of North Sheridan Road and West Chase Avenue. Said privilege shall occupy nine square feet of the parkway and shall be used to advise the general public of the location of the North Shore School. Authority herein given and granted shall be for a period of five (5) years from and after March 15, 1996.

(Continued on page 19387)

Ordinance associated with this drawing printed on pages
19381 through 19385 of this Journal.

S.E. 1/4 Sec. 11-40-13

JEFFERSON TWP.



(Continued from page 19385)

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 19390 of this Journal.]

University Of Chicago, File Number 41.

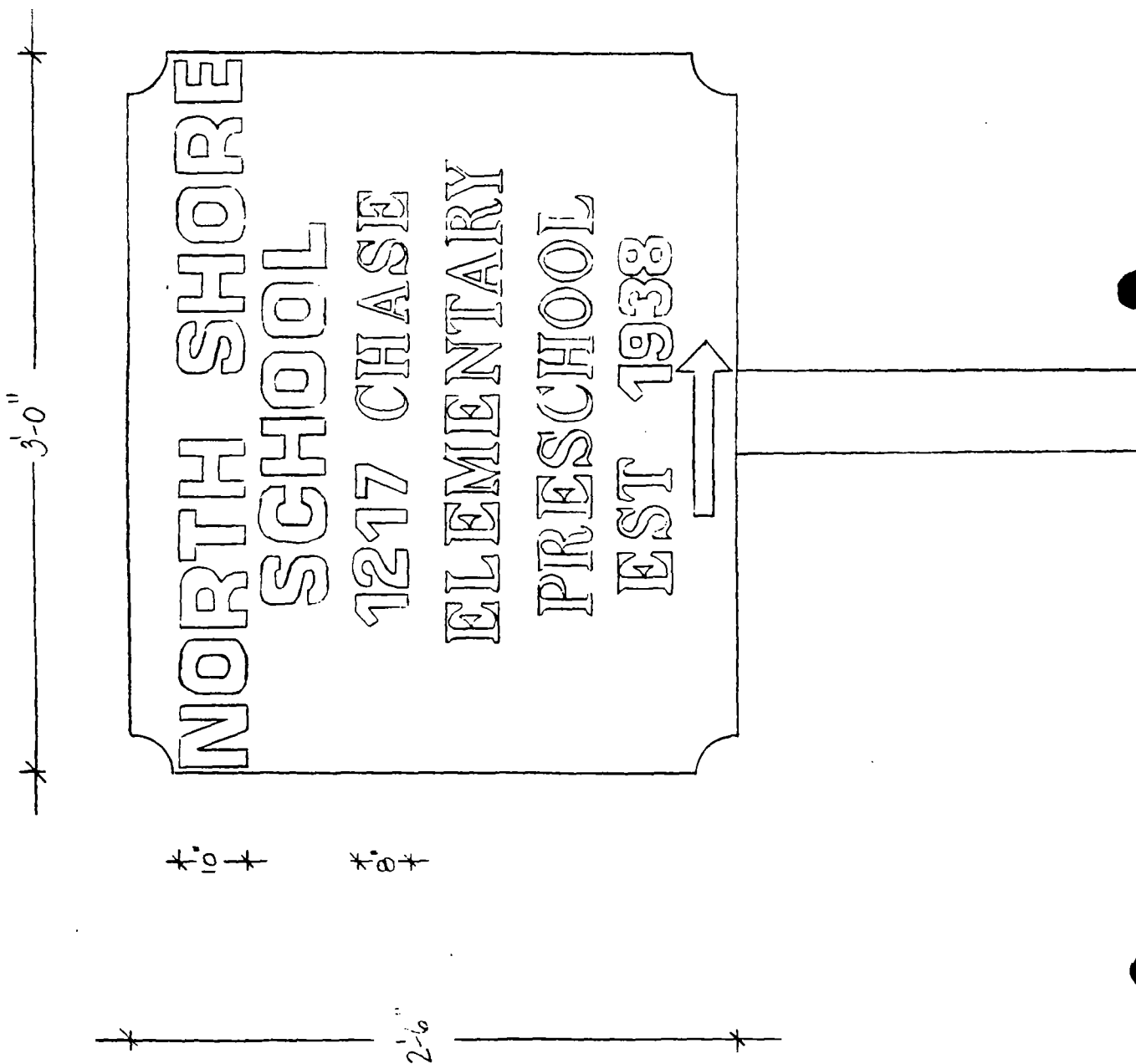
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, File Number 41, upon the terms and subject to the conditions of this ordinance, to maintain and use sheet pilings with anchor supports under and along the southern portion of East 58th Street, between South Drexel Avenue and South Maryland Avenue, for the purpose of supporting grantee's property adjacent to the above. Said support in construction shall span a length of three hundred ninety (390) feet, a width of thirty-six and five-tenths (36.5) feet, and shall be held at a depth of thirty-three (33) feet. Authority herein granted shall be for a period of five (5) years from and after February 11, 1996.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 19391)

Ordinance associated with this drawing printed on pages
19385 through 19389 of this Journal.



(Continued from page 19389)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred Ninety-three and no/100 Dollars (\$593.00) 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.]

333 Building Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to 333 Building Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a twelve (12) inch water pipe, together with a ten (10) inch discharge pipe, emerging from the north end of the building at 333 North Michigan Avenue, at a point approximately ten (10) feet west of the west line of North Beaubien Court, thence running in a northerly direction under and across the lower level of East Wacker Drive at a point thirty-six (36) feet east of the North Michigan Avenue bridge, a distance of one hundred fifty (150) feet to the Chicago River. Pipes are used for obtaining water from and returning water to the Chicago River to service condenser of air-conditioning plant used within said building. Authority herein granted shall be for a period of five (5) years from and after March 25, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred Seventy-two and no/100 Dollars (\$672.00) 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.

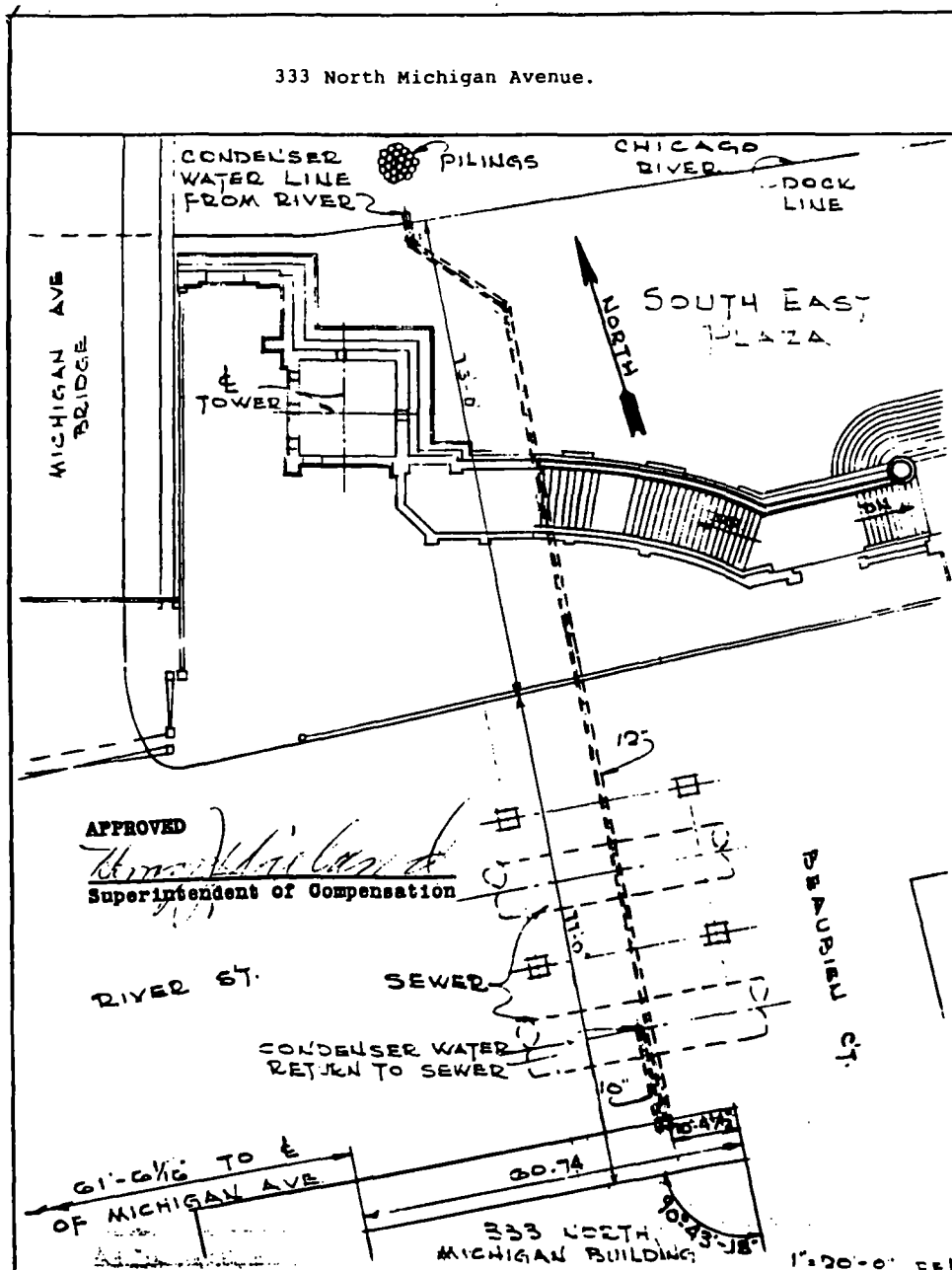
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 19396 of this Journal.]

Ordinance associated with this drawing printed on
pages 19393 through 19395 of this Journal.



AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT
OF PRIVILEGE TO AMERICAN NATIONAL BANK AND
TRUST, UNDER TRUST NUMBER 64020, TO
MAINTAIN AND USE VAULTED AREA
UNDER SOUTH FRANKLIN STREET
AND WEST MONROE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance to amend an ordinance originally passed by the City Council on June 9, 1993, page 33629 of the Council Journal of Proceedings, authorizing American National Bank and Trust, under Trust Number 64020, to maintain and use a vaulted area under South Franklin Street and West Monroe Street. Said amendment deletes "American National Bank and Trust, under Trust Number 64020" and inserts "Monroe and Adams Delaware, Inc.". This ordinance was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for American National Bank and Trust, under Trust Number 64020, on June 9, 1993 and printed upon page 33629 of the Journal of Proceedings of the City of Chicago, is hereby amended by deleting the words in Section 1: "American National Bank and Trust, under Trust Number 64020"; and inserting in their place the words: "Monroe and Adams Delaware, Inc."

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT
OF PRIVILEGE TO AT&T/STEIN PARTNERSHIP TO
MAINTAIN AND USE FLAGPOLES ADJACENT
TO 227 WEST MONROE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance to amend an ordinance originally passed by the City Council on May 17, 1995, page 1300 of the Council Journal of Proceedings, authorizing AT&T/Stein Partnership to maintain and use as now constructed four flagpoles adjacent to the premises located at 227 West Monroe Street. Said amendment deletes "AT&T/Stein Partnership" and inserts "Monroe and Adams Delaware, Inc.". This ordinance was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

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

Alderman Huels was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for AT&T/Stein Partnership, on May 17, 1995, and printed upon page 1300 of the Council Journal of Proceedings of the City of Chicago, is hereby amended by deleting the words in Section 1: "AT&T/Stein Partnership" and inserting in their place the words: "Monroe and Adams Delaware, Inc."

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

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 March 6, 1996) to construct, maintain and use sundry canopies by various establishments.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schuler, M. Smith, Moore -- 43.

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):

Ricorp, Inc. (Doing Business As Cavanaugh's): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ricorp, Inc., doing business as Cavanaugh's ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 53 West Jackson Boulevard for a period of three (3) years from and after February 6, 1996, 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 seventy (70) 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 Three Hundred Fifty and no/100 Dollars (\$350.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*The Chicago Methodist Episcopal Church
Aid Society: Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Chicago Methodist Episcopal Church Aid Society ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 33 North Clark Street for a period of

three (3) years from and after March 10, 1996 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 eighteen (18) 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.

D'Last Studio Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to D'Last Studio Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 18 West Jackson Boulevard for a period of three (3) years from and after March 20, 1996 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 six (6) feet in length, nor five (5) feet, six (6) 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 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.

Golden Cup Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Golden Cup Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2349 North Clark Street for a period of three (3) years from and after March 30, 1996 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 forty (40) 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 Sixty-five and no/100 Dollars (\$65.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*Morton Hotel Partners (Doing Business As Hyatt On
Printers Row): Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Morton Hotel Partners, doing business as Hyatt on Printers Row ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 538 South Dearborn Street for a period of three (3) years from and after February 1, 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 sixteen (16) feet in length, nor twelve (12) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

Krystals Hand Car Wash: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Krystals Hand Car Wash ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3518 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of 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 six (6) 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 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.

Lakeshore Land Association, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lakeshore Land Association, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1130 North Lake Shore Drive for a period of three (3) years from and after July 12, 1993 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 thirteen (13) feet in length, nor twelve (12) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

Lakeview East Bar And Grill, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lakeview East Bar and Grill, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3110 North Broadway for a period of three (3) years from and after April 22, 1996 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 seven (7) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

Methodist Hospital Of Chicago: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Methodist Hospital of Chicago ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5025 North Paulina Street for a period of three (3) years from and after March 8, 1996 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 twenty-two (22) 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.

National Bedding Company: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to National Bedding Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3716 West Fullerton Avenue for a period of three (3) years from and after February 28, 1996 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 forty-five (45) 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 and no/100 Dollars (\$70.00) 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.

*Taylor & Bishop Partnership, (Doing Business As
New West Associates, Inc.): Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Taylor & Bishop Partnership, doing business as New West Associates, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1430 West Taylor Street for a period of three (3) years from and after February 6, 1996 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 forty-five (45) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy and no/100 Dollars (\$70.00) 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.

Security Federal Savings And Loan: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Security Federal Savings and Loan ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1209 North Milwaukee Avenue for a period of three (3) years from and after March 8, 1996 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-four (24) feet in length, nor nine (9) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty 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.

Swedish Bakery, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Swedish Bakery, Inc. ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 5346 -- 5348 North Clark Street for a period of three (3) years from and after February 1, 1996 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 three (3) at four (4) feet and two (2) at twelve (12) feet, respectively, in length, nor five (5) at four (4) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred 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.

2650 Lakeview Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 2650 Lakeview Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2650 North Lakeview Avenue for a period of three (3) years from and after August 3, 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 fifty-two (52) 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 Seventy-seven and no/100 Dollars (\$77.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC
WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on March 6, 1996) for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

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

The Bleacher's, Inc. (Doing Business As The Bleacher's).

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

SECTION 1. Permission and authority are hereby given and granted to The Bleacher's, Inc., doing buisness as The Bleacher's, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3655 North Sheffield Avenue. Said sidewalk cafe area Number 1 shall be one hundred twenty (120) feet in length and fifteen (15) feet in width, for a total of one thousand eight hundred (1,800) square feet and shall begin ten (10) feet from the face of the curb line along West Waveland Avenue. Said cafe area Number 2 shall be fifty (50) feet in length and fifteen (15) feet in

width for a total of seven hundred fifty (750) square feet along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$1,734.00/Seating: 192.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and

other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Loco Mix Cafe, Inc. (Doing Business As
Cafe Bolero And Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to Loco Mix Cafe, Inc., doing business as Cafe Bolero and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2252 North Western Avenue. Said sidewalk cafe area Number 1 shall be seventeen (17) feet in length and nine (9) feet in width for a total of one hundred fifty-three (153) square feet and shall begin six (6) feet from the face of the curb line along North Western Avenue. Said sidewalk cafe area Number 2 shall be forty-six (46) feet in length and ten (10) feet in width for a total of four hundred sixty (460) square feet and shall begin seven (7) feet from the face of the curb line along West Belden Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 11:00 P.M.
Friday and Saturday, 11:00 A.M. to 12:00 Midnight

Compensation: \$417.00/Seating: 76.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the

Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned

further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Cafe Equinox.

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

SECTION 1. Permission and authority are hereby given and granted to Cafe Equinox, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2300 North Lincoln Avenue. Said sidewalk cafe area shall be forty-five (45) feet in length and eleven (11) feet in width, for a total of four hundred ninety-five (495) square feet and shall begin six (6) feet from the face of the curb/building line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 8:00 A.M. to 10:00 P.M.

Friday and Saturday, 9:00 A.M. to 11:00 P.M.

Compensation: \$693.00/Seating: 40.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair,

safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop

Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

R.B.A.P. Ltd. (Doing Business As Caffè Trevi).

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

SECTION 1. Permission and authority are hereby given and granted to R.B.A.P. Ltd., doing business as Caffè Trevi, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2275 North Lincoln Avenue. Said sidewalk cafe area shall be twenty-five (25) feet in length and eleven (11) feet in width, for a total of two hundred seventy-five (275) square feet and shall begin six (6) feet from the face of the curb line

along West Belden Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 10:00 A.M. to 10:00 P.M.
Friday and Saturday, 10:00 A.M. to 11:00 P.M.

Compensation: \$385.00/Seating: 16.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and

other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Chinalite Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Chinalite Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3457 North Southport Avenue. Said sidewalk cafe area shall be thirty (30) feet in length and eight (8) feet in width, for a total of two hundred forty (240) square feet and shall begin six (6) feet from the face of the curb line along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 12:00 Noon to 9:00 P.M.

Compensation: \$300.00/Seating: 20.

Authority for the above named privilege is herein given and granted from and after April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing

said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said

insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Grant Allan Corporation (Doing Business As DISH).

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

SECTION 1. Permission and authority are hereby given and granted to Grant Allan Corporation, doing business as DISH, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3651 North Southport Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and eight (8) feet in width, for a total of one hundred sixty (160) square feet and shall begin six (6) feet from the face of the curb line along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 5:00 P.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 8.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until

the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

GLD, Incorporated (Doing Business As The Four Farthings Tavern And Grill).

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

SECTION 1. Permission and authority are hereby given and granted to GLD, Incorporated, doing business as The Four Farthings Tavern and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2060 North Cleveland Avenue. Said sidewalk cafe area Number 1 shall be forty-five (45) feet in length and six (6) feet in width, for a total of two hundred seventy (270) square feet and shall begin seven (7) feet from the face of the building along North Cleveland Avenue. Said sidewalk cafe area Number 2 shall be forty-five (45) feet in length and six (6) feet in width for a total of two hundred seventy (270) square feet and shall begin seven (7) feet from the face of the building along West Dickens Street, in line with tree grates. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 10:00 P.M.

Compensation: \$756.00/Seating: 44.

Authority for the above named privilege is herein given and granted from and after April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the

Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Golden Apple Restaurant, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Golden Apple Restaurant, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2971 North Lincoln Avenue. Said sidewalk cafe area shall be forty-nine (49) feet in length and nine (9) feet, six (6) inches in width, for a total of four hundred sixty-six (466) square feet and shall begin eleven (11) feet, six (6) inches from the face of the curb line along West Wellington Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:00 A.M. to 12:00 Midnight
Saturday and Sunday, 8:00 A.M. to 12:00 Midnight

Compensation: \$317.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Gourmand, Incorporated (Doing Business As
Gourmand Coffee).*

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

SECTION 1. Permission and authority are hereby given and granted to Gourmand, Incorporated, doing business as Gourmand Coffee, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 728 South Dearborn Street. Said sidewalk cafe area shall be twenty-nine (29) feet, eight (8) inches in length and sixteen (16) feet in width, for a total of four hundred seventy-four (474) square feet and shall begin six (6) feet from the face of the curb line along South Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 8:00 A.M. to 11:00 P.M.
Friday through Sunday, 8:00 A.M. to 12:00 Midnight

Compensation: \$663.60/Seating: 25.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the

Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Greek Town Gyros Number 2, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Greek Town Gyros Number 2, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 800 West Altgeld Street. Said sidewalk cafe area shall be twenty-six (26) feet in length and thirteen (13) feet in width, for a total of three hundred thirty-eight (338) square feet and shall begin six (6) feet from the face of the curb/building line along West Altgeld Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 10:00 A.M. to 9:00 P.M.
Friday and Saturday, 10:00 A.M. to 11:00 P.M.

Compensation: \$473.00/Seating: 32.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance

of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Hardtales, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Hardtales, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3937 North Lincoln Avenue.

Said sidewalk cafe area shall be forty-seven (47) feet in length and eight (8) feet in width, for a total of three hundred seventy-six (376) square feet and shall begin six (6) feet from the face of the curb/building line along West Larchmont Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 16.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location,

construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Intelligentsia Coffee & Tea, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Intelligentsia Coffee & Tea, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3123 North Broadway. Said sidewalk cafe area shall be thirty (30) feet in length and six (6) feet in width, for a total of one hundred eighty (180) square feet and shall begin six (6) feet from the face of the curb line along North Broadway. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 8:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 11.

Authority for the above named privilege is herein given and granted from and after April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing

said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said

insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Jane's

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

SECTION 1. Permission and authority are hereby given and granted to Jane's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1655 West Cortland Street. Said sidewalk cafe area shall be twenty (20) feet and one-half ($\frac{1}{2}$) inches in length and eight (8) feet in width, for a total of one hundred sixty-four (164) square feet and shall begin six (6) feet from the face of the curb line along West Cortland Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 16.

Authority for the above named privilege is herein given and granted from and after April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until

the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department Revenue.

Kasey's Tavern.

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

SECTION 1. Permission and authority are hereby given and granted to Kasey's Tavern, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 701 South Dearborn Street. Said sidewalk cafe area shall be fifty-six (56) feet in length and eight (8) feet in width, for a total of four hundred forty-eight (448) square feet and shall begin six (6) feet from the face of the curb/building line along South Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:00 A.M. to 12:00 Midnight

Compensation: \$627.20/Seating: 32.

Authority for the above named privilege is herein given and granted from and after April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance

of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Las Mananitas, Inc. (Doing Business As
Las Mananitas Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Las Mananitas, Inc., doing business as Las Mananitas Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a

portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3523 North Halsted Street. Said sidewalk cafe area shall be fifty (50) feet in length and twelve (12) feet in width, for a total of six hundred (600) square feet and shall begin six (6) feet from the face of the curb line along West Brompton Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight

Compensation: \$600.00/Seating: 40.

Authority for the above named privilege is herein given and granted from and after April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein

authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

McDonald's.

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

SECTION 1. Permission and authority are hereby given and granted to McDonald's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way adjacent to its premises located at 4844 North Lincoln Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and fifteen (15) feet in width, for a total of three hundred (300) square feet and shall begin six (6) feet from the face of the curb/building line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 8:00 A.M. to 11:00 P.M.
Friday and Saturday, 8:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 24.

Authority for the above named privilege is herein given and granted from and after April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said

grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or

appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Michael's Of Lincoln Park, Inc. (Doing Business As
Michael's Chicago Style Red Hots).*

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

SECTION 1. Permission and authority are hereby given and granted to Michael's of Lincoln Park, Inc., doing business as Michael's Chicago Style Red Hots, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1946 North Clark Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and ten (10) feet in width, for a total of two hundred fifty (250) square feet. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:30 A.M. to 10:00 P.M.

Compensation: \$350.00/Seating: 30.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation

which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by

the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Mozart Cafe, Inc. (Doing Business As
The Mozart Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Mozart Cafe, Inc., doing business as The Mozart Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3727 North Southport Avenue. Said sidewalk cafe areas Number 1 and Number 2 shall be four (4) feet in length and three (3) feet in width, for a total of twenty-four (24) square feet and shall begin fourteen (14) feet, nine (9) inches from the face of the curb line along North Southport Avenue. Said sidewalk cafe area Number 3 shall be eight (8) feet in length and four (4) feet in width, for a total of thirty-two (32) square feet and shall begin two (2) feet from the face of the curb line and eleven (11) feet, nine (9) inches from the face of the building line along North Southport Avenue, leaving eight (8) feet of clear space for pedestrian traffic. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 11:00 P.M.
Saturday and Sunday, 9:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 24.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City

of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Muses Food And Liquor, Inc. (Doing Business As
Nine (9) Muses Bar And Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to Muses Food and Liquor, Inc., doing business as Nine (9) Muses Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 315 South Halsted Street. Said sidewalk cafe area shall be fifty-one (51) feet in length and fifteen (15) feet in width, for a total of seven hundred sixty-five (765) square feet and shall be six (6) feet from the face of the curb line along West Gladys Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$520.00/Seating: 30.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with

the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction,

reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Northside Cafe, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Northside Cafe, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1635 North Damen Avenue. Said sidewalk cafe area shall be fifty (50) feet in length and five (5) feet in width, for a total of two hundred fifty (250) square feet and shall begin six (6) feet from the face of the curb/building line along North Damen Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 28.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation

which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the

grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Outpost Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Outpost Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3438 North Clark Street. Said sidewalk cafe area shall be fifty-five (55) feet in length and nine (9) feet, seven (7) inches in width, for a total of five hundred thirty-three (533) square feet and shall begin six (6) feet from the face of the curb/building line along West Newport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 10:00 A.M. to 10:00 P.M.

Compensation: \$362.00/Seating: 45.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the

Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Paladino's.

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

SECTION 1. Permission and authority are hereby given and granted to Paladino's, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way adjacent to its premises located at 832 West Randolph Street. Said sidewalk cafe area Number 1 shall be forty-five (45) feet, six (6) inches in length and ten (10) feet, one (1) inch in width, and said sidewalk cafe area Number 2 shall be twenty-nine (29) feet, six (6) inches in length and seven (7) feet, nine (9) inches in width, for a total of six hundred ninety-four (694) square feet and shall begin six (6) feet from the face of the curb line along West Randolph Street and North Green Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$472.00/Seating: 94.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

St. Louis Bread Company.

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

SECTION 1. Permission and authority are hereby given and granted to St. Louis Bread Company, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 616 West Diversey Parkway. Said sidewalk cafe area shall be forty (40) feet in length and twelve (12) feet in width, for a total of four hundred eighty (480) square feet and shall begin six (6) feet from the face of the curb/building line along West Diversey Parkway. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 9:00 P.M.

Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: \$480.00/Seating: 75.

Authority for the above named privilege is herein given and granted from and after April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the

Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Sports Corner.

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

SECTION 1. Permission and authority are hereby given and granted to Sports Corner, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 952 -- 956 West Addison Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and fifteen (15) feet in width, for a total of five hundred twenty-five (525) square feet and shall begin seven (7) feet from the face of the curb line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 A.M. to 11:00 P.M.
Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$525.00/Seating: 32.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of

Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars

(\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Standing Room Only Chicago, Inc. (Doing Business As
Standing Room Only Chicago Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to Standing Room Only Chicago, Inc., doing business as Standing Room Only Chicago Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 610 South Dearborn Street. Said sidewalk

cafe area shall be twenty-five (25) feet in length and seven (7) feet, four (4) inches in width, for a total of one hundred eighty-four (184) square feet and shall begin eight (8) feet back from the face of the building line along South Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 8:00 P.M.
Saturday and Sunday, 11:30 A.M. to 8:00 P.M.

Compensation: \$300.00/Seating: 18.

Authority for the above named privilege is herein given and granted from and after April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein

authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Taqueria Mamacita.

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

SECTION 1. Permission and authority are hereby given and granted to Taqueria Mamacita, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3324 North Broadway. Said sidewalk cafe area shall be thirty-two (32) feet in length and four (4) feet in width, for a total of one hundred twenty-eight (128) square feet and shall begin six (6) feet from the face of the curb/building line along North Broadway. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 16.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing

said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said

insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Torrefazione Italia, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Torrefazione Italia, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2200 North Lincoln Avenue. Said sidewalk cafe area shall be forty-eight (48) feet, eight (8) inches in length and three (3) feet in width, for a total of one hundred fifty (150) square feet and shall begin six (6) feet from the face of the curb line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 6:30 A.M. to 9:00 P.M.

Friday and Saturday, 6:30 A.M. to 10:00 P.M.

Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: \$300.00/Seating: 16.

Authority for the above named privilege is herein given and granted from and after April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation

which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by

the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Via Veneto, Incorporated (Doing Business As
Via Veneto Ristorante).*

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

SECTION 1. Permission and authority are hereby given and granted to Via Veneto, Incorporated, doing business as Via Veneto Ristorante, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3449 West Peterson Avenue. Said sidewalk cafe area shall be twenty-seven (27) feet in length and thirteen (13) feet in width, for a total of three hundred fifty-two (352) square feet and shall begin seven (7) feet from the face of the curb line along West Peterson Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:30 A.M. to 10:00 P.M.
Friday, 11:30 A.M. to 11:30 P.M.
Saturday, 3:00 P.M. to 11:30 P.M.
Sunday, 3:00 P.M. to 10:00 P.M.

Compensation: \$300.00/Seating: 30.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance

company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department Revenue.

Viennese Kaffee-Haus Brandt.

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

SECTION 1. Permission and authority are hereby given and granted to Viennese Kaffee-Haus Brandt, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3423 North Southport Avenue. Said sidewalk cafe area shall be twenty-eight (28) feet in length and nine (9) feet, six (6) inches in width, for a total of two hundred and sixty-six (266) square feet and shall begin six (6) feet from the face of the curb line along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Thursday, 7:00 A.M. to 10:00 P.M.

Saturday, 9:00 A.M. to 11:00 P.M.

Sunday, 9:00 A.M. to 6:00 P.M.

Compensation: \$300.00/Seating: 16.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the

satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or

neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Zephyr's Ice Cream Shop, Inc. (Doing Business
As Zephyr's Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Zephyr's Ice Cream Shop, Inc., doing business as Zephyr's Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1777 West Wilson Avenue. Said sidewalk cafe area shall be forty (40) feet in length and ten (10) feet in width, for a total of four hundred (400) square feet and shall begin eight (8) feet from the face of the curb line along West Wilson Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 40.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 1996 through, and including, November 1, 1996.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the

privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

AUTHORIZATION FOR APPROVAL OF PLAT OF CIVIC OPERA
BUILDING SUBDIVISION IN BLOCK BOUNDED BY WEST
MADISON STREET, NORTH WACKER DRIVE, WEST
WASHINGTON STREET AND SOUTH BRANCH
OF CHICAGO RIVER.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

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 the Civic Opera Building Subdivision in the block bounded by the north line of West Madison Street, the west line of North Wacker Drive, the south line of West Washington Street and the easterly line of the south branch of the Chicago River. This ordinance was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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 the Civic Opera Building Subdivision of all of the block bounded by the north line of West Madison Street, the west line of North Wacker Drive, the south line of West Washington Street and the easterly line of the south branch of the Chicago River as shown on the attached plat, when the necessary certificates are shown on said plat for Windy Point L.L.C. and the Civic Opera of Chicago (File No. 9-42-96-2020).

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

[Plat referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF HOMAN SQUARE
PHASE TWO SECTION THREE RESUBDIVISION IN BLOCK
BOUNDED BY WEST POLK STREET, WEST ARTHINGTON
STREET, SOUTH ST. LOUIS AVENUE AND
SOUTH HOMAN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

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 Homan Square Phase Two Section Three Resubdivision lying between the east line of South St. Louis Avenue and a line 152.70 feet east of the east line of South St. Louis Avenue in the block bounded by West Polk Street, West Arthington Street, South St. Louis Avenue and South Homan Avenue. This ordinance was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schalter, M. Smith, Moore -- 43.

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 Homan Square Phase Two Section Three Resubdivision lying between the east line of South St. Louis Avenue and a line 152.70 feet, more or less, east of the east line of South St. Louis Avenue in the block bounded by West Polk Street, West Arthington Street, South St. Louis Avenue and South Homan Avenue as shown on the attached plat, when the necessary certificates are shown on said plat for West Side Affordable Housing Limited Partnership (File Number 14-24-96-2028).

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

[Plat referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF HOMAN SQUARE
PHASE THREE RESUBDIVISION IN BLOCK BOUNDED BY
WEST POLK STREET, WEST ARTHINGTON STREET,
SOUTH CENTRAL PARK AVENUE AND
SOUTH ST. LOUIS AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

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 Homan Square Phase Three Resubdivision in the block bounded by West Polk Street, West Arthington Street, South Central Park Avenue and South St. Louis Avenue. This ordinance was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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 Homan Square Phase Three Resubdivision in the block bounded by West Polk Street, West Arthington Street, South Central Park Avenue and South St. Louis Avenue as shown on the attached plat, when the necessary

certificates are shown on said plat for West Side Affordable Housing Limited Partnership (File No. 14-24-96-2027).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

VACATION OF PORTION OF WEST LE MOYNE STREET AND
SPECIFIED PUBLIC ALLEYS IN BLOCK BOUNDED BY
WEST LE MOYNE STREET, WEST BLACKHAWK
STREET, NORTH GREENVIEW AVENUE
AND NORTH CLEAVER STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

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 West LeMoyne Street, between the east line of North Greenview Avenue and the west line of North Cleaver Street, along with the north 203.2 feet of the north/south 14.75 foot public alley and all of the first east/west 14 foot public alleys south of West LeMoyne Street in the block bounded by West LeMoyne Street, West Blackhawk Street, North Greenview Avenue and North Cleaver Street. This ordinance was referred to the committee on March 25, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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 a public street, public alleys and part of a public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of West LeMoyné Street (formerly West Blanche Street) being 33 feet wide and as dedicated by Cleaver's Subdivision of Block 7 of Canal Trustees' Subdivision in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian; lying east of the northwardly extension of the west line of Lot 4 and lying west of the northwardly extension of the east line of Lot 3 in Cleaver's Subdivision aforementioned;

Also

all that part of the north/south 14.75 foot public alley lying west of the west line of Lots 3, 6, 11 and 14 in Cleaver's Subdivision aforementioned and lying west of the west line of Lots 1, 2 and 3 in the resubdivision of Lots 19, 22, 27, 30, 35, 38, 43 and 46 of Cleaver's Subdivision of Outlot 7 of the Canal Trustees' Subdivision of the west half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian (except the southwest quarter of the northwest quarter of the southwest quarter); lying east of the east line of Lots 4, 5, 12, 13, 20 and 21 in Cleaver's Subdivision aforementioned; lying south of a line drawn from the northwest corner of Lot 3 to the northeast corner of Lot 4 in Cleaver's Subdivision

aforementioned; and lying north of the eastwardly extension of the south line of the north 19.5 feet of Lot 21 in Cleaver's Subdivision aforementioned;

Also

all of the east/west 14 foot "Open Alley" as opened by the Board of Education by ordinance passed June 22, 1914 and recorded July 22, 1914 as Document No. 5462664 and described as follows:

the north 14 feet of Lot 3 in resubdivision of Lots 19, 22, 27, 30, 35, 38, 43 and 46 of Cleaver's Subdivision aforementioned;

Also

all of the east/west 14 foot "Open Alley" as opened by the Board of Education by ordinance passed June 22, 1914 and recorded July 22, 1914 as Document Number 5462664 and described as follows:

the north 14 feet of the south 34.5 feet of Lot 21 in Cleaver's Subdivision aforementioned; said public street, public alleys and part of public alley herein vacated being further described as West LeMoyne Street, lying between the east line of North Greenview Avenue and the west line of North Cleaver Street, together with the north 203.2 feet, more or less, of the north/south 14.75 foot public alley and all of the first east/west 14 foot public alleys, south of West LeMoyne Street in the block bounded by West LeMoyne Street, West Blackhawk Street, North Greenview Avenue and North Cleaver Street as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of the Peoples Gas Light and Coke Company an easement and right-of-way to operate, maintain, repair, renew and replace existing underground facilities and to construct new facilities in West LeMoyne Street, herein vacated with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved for the Peoples Gas Light and Coke Company or other use made of said area which would interfere with the construction, operation, maintenance, repair, renewal, or replacement of said facilities, or the construction of additional facilities.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison and Prime Cable of Chicago, Inc. an easement to operate, maintain, repair, renew, and replace existing overhead and underground facilities and to construct new facilities in all of West LeMoyne Street herein vacated with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on said easement herein reserved for Commonwealth Edison and Prime Cable of Chicago, Inc. or other use made of the said area which would interfere with the construction, operation, maintenance, repair, removal or replacement of said facilities, or the construction of additional facilities.

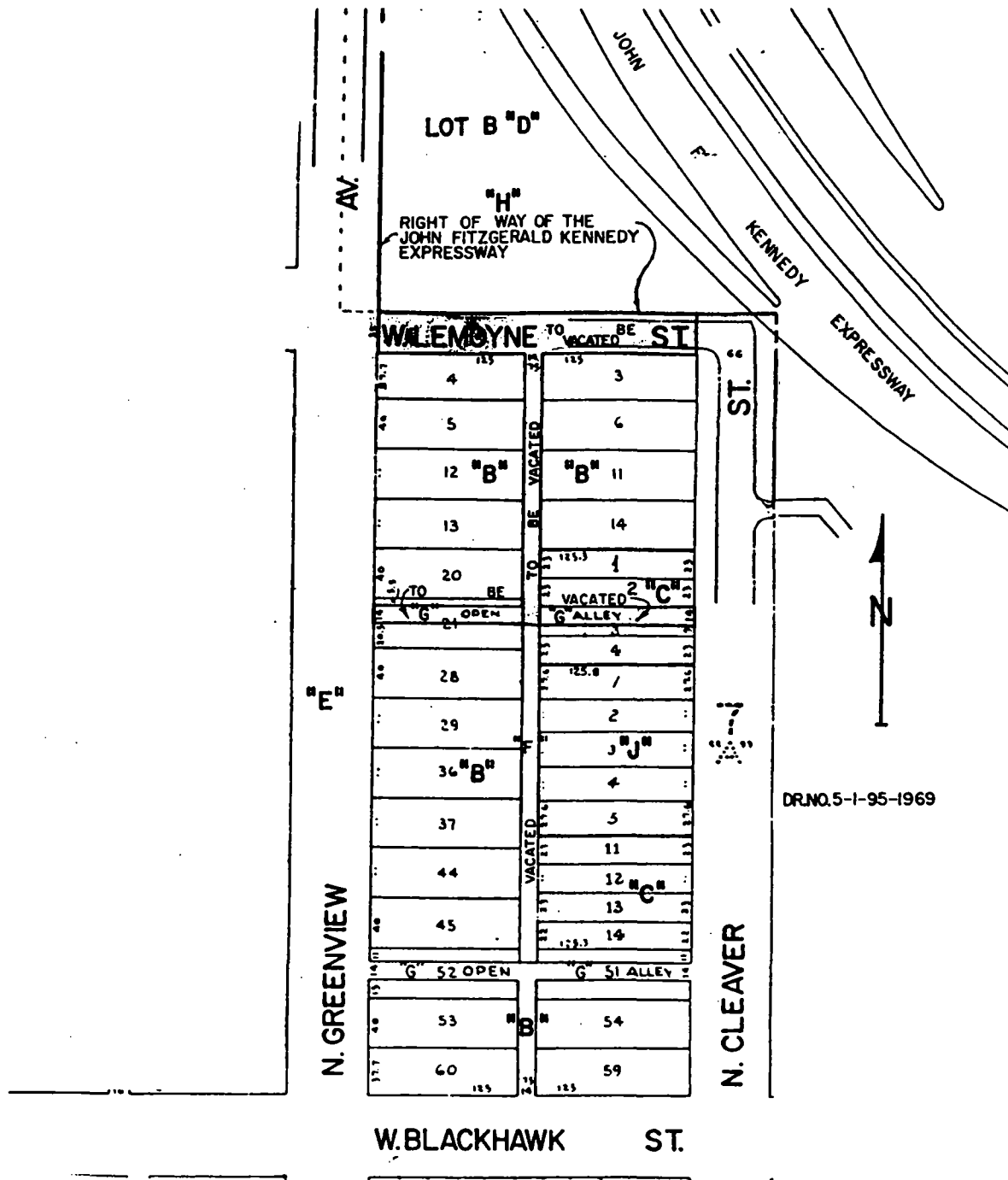
The City of Chicago hereby reserves all that part of West LeMoyne Street as herein vacated as a right-of-way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in that part of West LeMoyne Street herein vacated, and for the maintenance, renewal and reconstruction of said facilities. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Public Building Commission of Chicago and the Chicago Board of Education shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing and legal description referred to in this ordinance
printed on pages 19491 through 19493
of this Journal.]

Ordinance associated with this drawing printed
on pages 19488 through 19490
of this Journal.



Ordinance associated with this legal description printed
on pages 19488 through 19490
of this Journal.

(Page 1 of 2)

"A"

Canal Trustees' Subdivision of the west half of Section 5-39-14 (except the southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter).

"B"

Cleaver's Subdivision of Lot 7 of Canal Trustees' Subdivision of Section 5-39-14.

"C"

Resubdivision of Lots 19, 22, 27, 30, 35, 38, 43 and 46 of Cleaver's Subdivision of Outlot 7, etc. (See "B").

"D"

Division of Block 4 in Canal Trustees' Subdivision, etc. (See "A").

"E"

Holt Street (66 feet wide) opened from Bradley Street to North Avenue.
Assessment confirmed May 17, 1869.

Ordinance associated with this legal description printed
on pages 19488 through 19490
of this Journal.

(Page 2 of 2)

"F"

Vacated by ordinance passed June 22, 1914, for the Board of Education.

Recorded July 22, 1914

Document No. 5462664

"G"

Open alleys by the Board of Education in the above ordinance and document
number., etc. (See "F").

"H"

Property acquired for the Northwest Expressway General Ordinance, passed
September 5, 1946.

"J"

Subdivision of Lots 5 to 10, in resubdivision of Lots 19, 22, 27, 30, 35, 38, 43
and 46 in Cleaver's Subdivision of Block 7, etc. (See "B").

DR. No. 5-1-95-1969

VACATION OF PORTIONS OF NORTH LOOMIS STREET
AND EAST/WEST PUBLIC ALLEYS ADJACENT
THERE TO.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

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 a portion of North Loomis Street between West Washington Boulevard and West Randolph Street. This ordinance was referred to the committee on March 25, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schalter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many industrial firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employee parking, improved security, truck loading areas or other industrial uses; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by expanding the City's property tax base; and

WHEREAS, The City can strengthen established industrial areas and expand the City's job base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, The properties at 1349 to 1389 West Washington Boulevard and 1340 to 1364 West Randolph Street are owned by the Chicago Title and Trust Company, as Trustee under Trust Agreement dated September 10, 1925, and known as Trust Number 15408; the beneficiary of which is the Chicago Journeymen Plumbers' Local Union 130, U.A.; and

WHEREAS, The properties at 1400 to 1406 West Washington Boulevard are owned by the Chicago Title and Trust Company, as Trustee under Trust Agreement dated May 29, 1975 and known as Trust Number 1066212; the beneficiary of which is the Trust Fund for Apprentice and Journeymen Education and Training Local 130, U.A.; and

WHEREAS, The properties at 114 to 122 North Loomis Street are owned by Chicago Journeymen Plumbers' Local Union 130, U.A.; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public street, public alley and part of public alleys described in the following ordinance; now, therefore,

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

SECTION 1. All that part of North Loomis Street lying west of the west line of Lot 27 in Block 5 in Malcolm McNeil's Subdivision of Blocks 6, 7 and 8 of Wright's Addition to Chicago in the southwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, also described as the west 466 feet of Lot 7 in Circuit Court Partition of the southwest quarter of Section 8, Township 39 North, Range 14 east of the Third Principal Meridian, lying west of the west line of Lots 28 and 29 in Malcolm McNeil's Resubdivision of Lots 1 to 19 and 28, 29 and 30 in Block 5 of the subdivision of Blocks 6, 7 and 8 of Wright's Addition to Chicago aforesaid, lying west of the west line of Lots 1, 6 and 7 in E.D. Taylor's Subdivision of Lots 1, 2, 3 and 4 in Malcolm McNeil's Resubdivision aforesaid, lying west of a line drawn from the northwest corner of Lot 27 in Block 5 in Malcolm McNeil's Subdivision aforesaid, to the southwest corner of Lot 28 in Malcolm McNeil's Resubdivision aforesaid; lying west of the west line of the east/west 14 foot public alley vacated by ordinance approved by the City Council of the City of Chicago, June 16, 1961 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, July 24, 1961, as Document Number 18225422, said line being described as a line drawn from the northwest corner of Lot 29 in Malcolm McNeil's Resubdivision aforesaid, to the southwest corner of Lot 7 in E.D. Taylor's Subdivision aforesaid; lying east of the east line of Lots 1, 19, 20 and 21 lying east of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 21, lying east of a line drawn from the northeast corner of Lot 19 to the southeast corner of Lot 20 all in Block 2 in Union Park Addition to Chicago, being a subdivision of Lots 5 and 6 in Circuit Court Partition aforesaid; lying south of the south line of West Randolph Street, as widened, by Order of Possession entered by the County Court of Cook County, State of Illinois, on February 9, 1945 as Docket Number 43426, also described as a line drawn from the point of intersection of the west line of Lot 1 in E.D. Taylor's Subdivision aforesaid with the south line of the north 35 feet of Lot 5 in E.D. Taylor's Subdivision aforesaid, to the point of intersection of the east line of Lot 1 in Block 2 in Union Park Addition aforesaid, with the south line of the north 35 feet of Lot 1 in Block 2 in Union Park Addition to Chicago aforesaid, lying north of a line drawn from the southwest corner of Lot 27 in Block 5 in Malcolm McNeil's Subdivision aforesaid, to the southwest corner of Lot 19 in Union Park Addition aforesaid;

Also

all that part of the east/west 18 foot public alley lying south of the south line of Lots 19 and 28 in Malcolm McNeil's Resubdivision aforesaid; lying south of the south line of the east 20 feet of the north/south 40 foot public alley vacated by ordinance approved by the City Council of the City of Chicago, October 28, 1949 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, November 29, 1949 as Document Number 14685635, said line being described in said recorded ordinance as "the south line of said Lot 19 produced west 20 feet in Block 5 in Malcolm McNeil's Resubdivision"

aforesaid, lying south of the south line of the remaining west 20 feet of the north/south 40 foot public alley vacated by ordinance approved by the City Council of the City of Chicago, June 16, 1961 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 24, 1961, as Document Number 18225422, said line being described in the last recorded ordinance as "the south line of said Lot 28 produced east 20 feet, in Malcolm McNeil's Resubdivision" aforesaid, said lines also being described as a line drawn from the southwest corner of Lot 19 in Malcolm McNeil's Resubdivision aforesaid, to the southeast corner of Lot 28 in Malcolm McNeil's Resubdivision aforesaid, lying north of the north line of Lots 22 to 27, both inclusive, in Block 5 in Malcolm McNeil's Subdivision aforesaid, lying west of the northerly extension of the east line of the west 10 feet of Lot 22 in Block 5 in Malcolm McNeil's Subdivision aforesaid, and lying east of a line drawn from the northwest corner of Lot 27 in Block 5 in Malcolm McNeil's Subdivision aforesaid, to the southwest corner of Lot 28 in Malcolm McNeil's Resubdivision aforesaid;

Also

all that part of the east/west 10 foot public alley lying south of the south line of Lots 1 to 4, both inclusive, lying north of the north line of Lot 21, lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 21 and lying northeasterly of a line drawn from the northwest corner of Lot 21 to the most southwesterly corner of Lot 4, all in Block 2 in Union Park Addition aforesaid;

Also

all that part of the east/west 10 foot public alley lying north of the north line of Lots 18 and 19, lying south of the south line of Lot 20, lying west of a line drawn from the northeast corner of Lot 19 to the southeast corner of Lot 20 and lying east of the northerly extension of the west line of the east half of Lot 18 all in Block 2 in Union Park Addition aforesaid, said public street, public alley and part of public alleys herein vacated being further described as North Loomis Street lying between the south line of West Randolph Street, as widened, and the north line of West Washington Boulevard, together with the west 260.44 feet, more or less, of the east/west 18 foot public alley in the block bounded by West Randolph Street, as widened, West Washington Boulevard, North Loomis Street and North Ada Street, also the east 75 feet, more or less, of the first east/west 10 foot public alley north of West Washington Boulevard, together with all of the second east/west 10 foot public alley north of West Washington Boulevard, all in the block bounded by West Randolph Street, as widened, West Washington Boulevard, North Ogden Avenue and North Loomis Street as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing

for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves North Loomis Street, as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located in or which in the future may be located in North Loomis Street as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves North Loomis Street, as herein vacated, as a right-of-way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in North Loomis Street as herein vacated, and for the maintenance, renewal and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Ameritech Illinois, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires, and associated equipment, and underground conduit cables and associated equipment for the transmission and distribution of electric energy under, over, and along the public street, public alley, and part of public alley as herein vacated, with the right of ingress and egress.

The City of Chicago hereby reserves an easement for the benefit of The Peoples Gas Light and Coke Company a right-of-way to operate, maintain, repair, renew and replace existing underground facilities and to construct new facilities in North Loomis Street herein vacated with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved for The People Gas Light and Coke Company or

other use made of said area which would interfere with the construction, operation, maintenance, repair, renewal or replacement of said facilities, or the construction of additional facilities.

SECTION 3. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance the Chicago Title and Trust Company, as Trustee, for Trust Numbers 15408 and 1066212 and the Chicago Journeymen Plumbers Local Union 130, U.A. shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to North Loomis Street hereby vacated similar to the sidewalk in West Randolph Street and West Washington Boulevard. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The Commissioner of Planning and Development is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use, including the location of necessary facilities, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the City upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the release or abandonment.

SECTION 5. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, for Trust Numbers 15408 and 1066212 and the Chicago Journeymen Plumbers Local Union 130, U.A. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive covenant complying with Section 4 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing and legal description referred to in this ordinance
printed on pages 19501 through 19503
of this Journal.]

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED
BY WEST MONTROSE AVENUE, WEST JUNIOR TERRACE,
NORTH HAZEL STREET AND NORTH DAYTON
STREET EXTENDED.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance vacating the 10 foot by 16 foot public alley lying east of the east line of the north/south 16 foot public alley in the area bounded by West Montrose Avenue, West Junior Terrace, North Hazel Street and North Dayton Street extended south. This ordinance was referred to the committee on March 25, 1996.

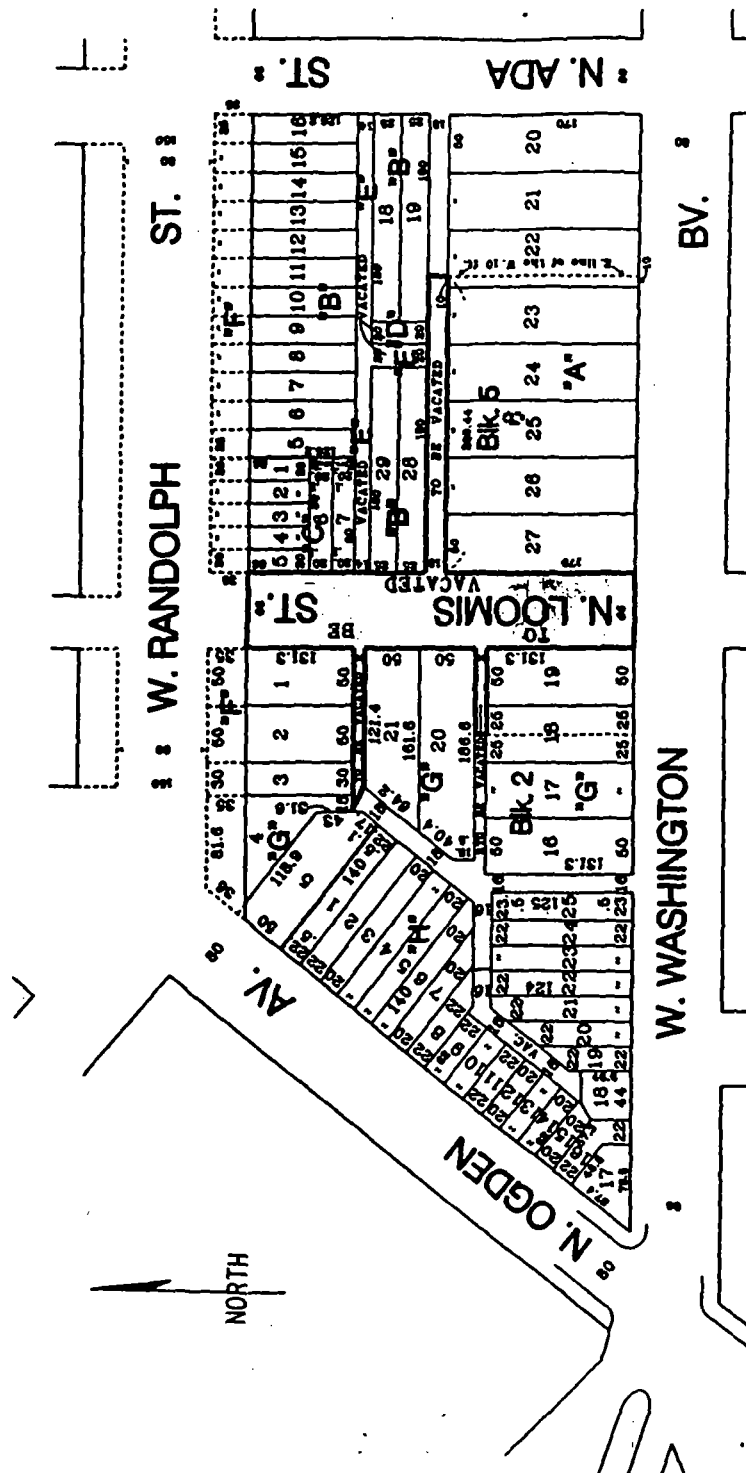
This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 19504)

Ordinance associated with this drawing printed on pages
19495 through 19500 of this Journal.



Note: This street and alleys are being Vacated under
the INDUSTRIAL STREETS & ALLEY VACATION
PROGRAM.

Ordinance associated with this legal description printed on
pages 19495 through 19500 of this Journal.

(Page 1 of 2)

"A"

Malcolm McNeil's Subdivision of Blocks 6, 7 and 8 of Wright's Addition to Chicago in the southwest quarter of Section 8-39-14, also described as the west 466 feet of Lot 7 in Circuit Court Partition of the southwest quarter of Section 8-39-14.

"B"

Malcolm McNeil's Resubdivision of Lots 1 to 19 and 28, 29 and 30 in Block 5 of the subdivision of Blocks 6, 7 and 8 of Wright's Addition to Chicago in the southwest quarter of Section 8-39-14.

"C"

E.D. Taylor's Subdivision of Lots 1, 2, 3 and 4 in Malcolm McNeil's Resubdivision of Lots 1 to 19, inclusive, and Lots 28 to 30, inclusive, in Block 5, in Malcolm McNeil's Subdivision, etc. (See "A").

"D"

Vacated by ordinance approved by the City Council, October 28, 1949.

Recorded November 29, 1949

Document Number 14685635

Ordinance associated with this legal description printed on
pages 19495 through 19500 of this Journal.

(Page 2 of 2)

"E"

Vacated by ordinance approved by the City Council, June 16, 1961.

Recorded July 24, 1961

Document Number 18225422

"F"

Ordinance for the widening of West Randolph Street, 35 feet on both sides,
from North Sangamon Street to Union Park, approved by the City Council,
November 24, 1919. Order of possession, February 9, 1945, County Court
Docket Number 43426.

"G"

Union Park Addition to Chicago, being a subdivision of Lots 5 and 6 in
Circuit Court Partition of the southwest quarter of Section 8-39-14.

"H"

Webster's Subdivision of Lots 6 to 15, inclusive, of Block 2 of Union Park
Addition, etc. (See "G").

Note: This street and the alleys are being vacated under the Industrial
Streets and Alleys Vacation Program.

DR. Number 8-27-95-1967, Revised March 18, 1996.

(Continued from page 19500)

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schalter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of the public alley described in the following ordinance; now, therefore,

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

SECTION 1. All of the east/west 16 foot public alley lying south of the south line of Lot 1, lying north of a line 16 feet south of and parallel to the south line of Lot 1, lying west of the west line of Lot 3, lying east of a line drawn from the southwest corner of Lot 1 to the point of intersection of the west line of Lot 3, with a line 16 feet south of and parallel to the south line of Lot 1, all in subdivision of Lots 8, 9, 10, 11 and 12, in subdivision of Block 1 of Hundley's Subdivision of the east half of the southeast quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said public alley herein vacated being further described as the 10 foot by 16 foot public alley lying east of the east line of the north/south 16 foot public alley in the area bounded by West Montrose Avenue, West Junior Terrace, North Hazel Street and North Dayton Street extended south as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Ameritech, Illinois, their successors or assigns, an easement to operate,

maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of telephonic and associated services under, over and along the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, Buena Vista Town House Condominium Association shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of One Thousand Six Hundred and no/100 Dollars (\$1,600.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, Buena Vista Town House Condominium Association shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on
page 19506 of this Journal.]

VACATION OF PORTION OF WEST 70TH STREET AND REMAINING
PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST 70TH
STREET, WEST 71ST STREET, SOUTH MARSHFIELD
AVENUE AND SOUTH ASHLAND AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

(Continued on page 19507)

(Continued from page 19505)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance vacating West 70th Street, between the west line of South Ashland Avenue and the east line of South Marshfield Avenue and providing for the vacation of the remaining north/south and east/west 16 foot public alleys in the block bounded by West 70th Street, West 71st Street, South Marshfield Avenue and South Ashland Avenue. This ordinance was referred to the committee on March 25, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public street, part of public street, public alley and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. All that part of West 70th Street, as widened, lying north of the north line of Lots 1 and 48, and lying north of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 48 in Block 4 in E. O. Lanphere's Addition to Englewood, being a subdivision of Blocks 1 to 15 and the north half of Block 16 in Sea's Subdivision of the east half of the southeast quarter of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, lying south of the south line of Block D on the plat of the Chicago City Railway Company's Block D, being a consolidation of Lots 1 to 48 with vacated alley in Block 5 in Lanphere's Addition to Englewood aforesaid, lying east of a line drawn from the northwest corner of Lot 48 in Block 4, in E. O. Lanphere's Addition to Englewood aforesaid, to the southwest corner of Block D on the Plat of Chicago City Railway Company's Block D aforesaid, lying west of the west line of South Ashland Avenue, as widened, by Order of Possession entered by the County Court of Cook County, State of Illinois, on December 3, 1931 as General Number 48420, said west line of South Ashland Avenue, as widened, also described as a line drawn from a point on the north line of West 70th Street, also being the south line of Block D on the plat of the Chicago City Railway Company's Block D aforesaid, 46.50 feet, west of the east line of said Section 19 (as measured along the south line and the easterly extension of the south line of said Block D) through a point on the south line of West 70th Street, also being the north line of Lot 1 in Block 4 in E. O. Lanphere's Addition to Englewood aforesaid, 46.50 feet, west of the east line of said Section 19 (as measured along the north line and the easterly extension of the north line of said Lot 1 in Block 4);

Also

all that part of West 70th Street, as widened, dedicated by plat approved by the City Council of the City of Chicago, July 22, 1926, amended September 15, 1926 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, September 16, 1926, as Document Number 9404489 and described on said recorded plat as "the north 8 feet of Lots 1 and 48, except the east 13.5 feet of said Lot 1", (condemned) "for the widening of Ashland Avenue, in Block 4 in E. O. Lanphere's Addition to Englewood" aforesaid;

Also

all of the remaining north/south 16 foot public alley lying west of the west line of Lots 1 to 12, both inclusive, lying east of the east line of Lots 37 to 48, both inclusive, lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 48 and lying north of the north line of the north/south 16 foot public alley vacated by ordinance approved by City Council of the City of Chicago, December 21, 1956 and recorded in the Office

of the Recorder of Deeds of Cook County, Illinois, March 13, 1957, as Document Number 16847734 said line being described in said recorded ordinance as "the south line of the north 16 feet of said Lot 12 produced west 16 feet" all in Block 4 in E. O. Lanphere's Addition to Englewood aforesaid;

Also

all of the east/west 16 foot public alley dedicated by a plat approved by the City Council of the City of Chicago, December 21, 1956 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, March 13, 1957, as Document Number 16847733, being described on the above recorded plat as "the north 16 feet of Lot 12 (except that part thereof taken for widening of South Ashland Avenue) in Block 4 in E. O. Lanphere's Addition to Englewood", aforesaid, said public street, part of public street, public alley and part of public alley herein vacated being further described as West 70th Street, as widened, between the west line of South Ashland Avenue, as widened, and the east line of South Marshfield Avenue and providing for the vacation of the remaining north/south and the east/west 16 foot public alleys in the block bounded by West 70th Street, as widened, West 71st Street, South Marshfield Avenue and South Ashland Avenue, as widened, as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves West 70th Street (as widened) as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in West 70th Street (as widened) as herein vacated, and for the maintenance, renewal and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Company an easement to operate, maintain, repair, renew and replace existing underground facilities and to construct new facilities in West 70th Street (as widened) herein vacated with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on the said easement herein

reserved for The Peoples Gas Light and Coke Company or other use made of said area which would interfere with the construction, operation, maintenance, repair, renewal, or replacement of said facilities, or the construction of additional facilities.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Ameritech, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduits, cables and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along the public streets and public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Chicago Transit Authority shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing and Legal Description referred to in this ordinance printed on pages 19511 through 19513 of this Journal.]

**AUTHORIZATION FOR RELEASE, CANCELLATION AND
TERMINATION OF RESERVATION OF EASEMENT
FOR SEWERS IN PORTIONS OF SOUTH PARK
AVENUE AND EAST CERMAK ROAD.**

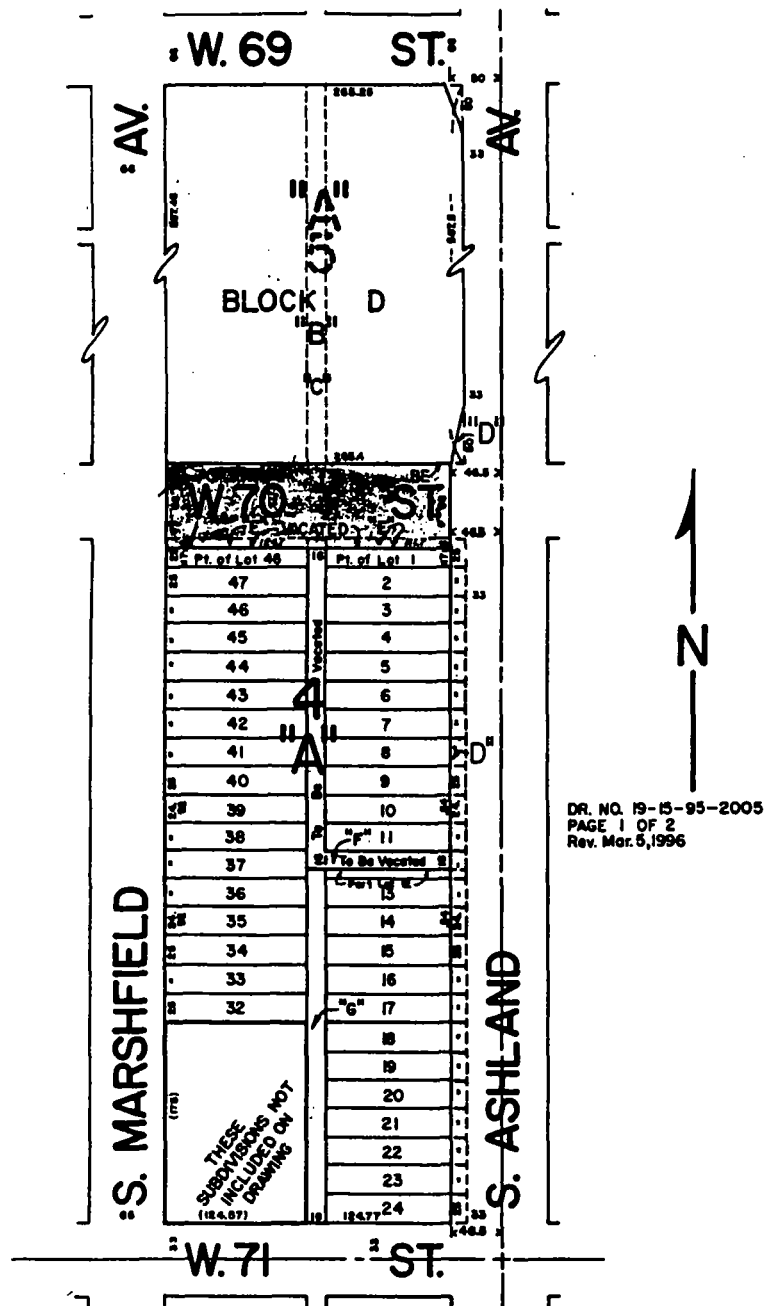
The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

(Continued on page 19514)

Ordinance associated with this drawing printed on pages
19508 through 19510 of this Journal.



Ordinance associated with this legal description printed on pages
19508 through 19510 of this Journal.

(Page 1 of 2)

"A"

E. O. Lanphere's Addition to Englewood, being a subdivision of Blocks 1 to 15 and the north half of Block 16 in Sea's Subdivision of the east half of the southeast quarter of Section 19-38-14.

"B"

Plat of the Chicago City Railway Company's, Block D, being a consolidation of Lots 1 to 48 with vacated alley in Block 5, in Lanphere's Addition to Englewood, et cetera (See "A").

"C"

Ordinance for the vacation of alley in Block 5, in E. O. Lanphere's Addition to Englewood, et cetera (See "A"). Passed July 8, 1907.

Recorded August 2, 1907

Document Number 4075754

"D"

Ordinance for widening South Ashland Avenue between West 69th Street and South Beverly Avenue approved June 23, 1920 and was repealed. An ordinance for widening South Ashland Avenue, between West 69th Street and West 95th Street was approved by the City Council on June 29, 1922. Order of Possession entered December 3, 1931, by the County Court, General No. 48420.

Ordinance associated with this legal description printed on pages
19508 through 19510 of this Journal.

(Page 2 of 2)

"E"

Dedication for public street for the north 8 feet of Lots 1 and 48, excluding the east 13.5 feet of said Lot 1, now under condemnation for the widening of Ashland Avenue in Block 4 in E. O. Lanphere's Addition to Englewood, et cetera (See "A").

Recorded September 16, 1926

Document Number 9404489

"F"

Dedication for Public Alley.

Recorded March 13, 1957

Document Number 16847733

"G"

Vacated by ordinance approved December 21, 1956.

Recorded March 13, 1957

Document Number 16847734

DR. Number 19-15-95-2005, revised March 5, 1996

(Continued from page 19510)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed substitute ordinance authorizing and directing the City of Chicago to release, cancel and terminate all rights in the easement and right-of-way ordinance originally passed by the City Council on December 11, 1956. Said ordinance provided for the reservation of a 20 foot right-of-way located in the center of vacated South Park Avenue and in the center of vacated Cermak Road for establishing sewers which were not erected. This ordinance was referred to the committee on March 6, 1996.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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 beneficiary of an easement and right-of-way created by ordinance dated December 11, 1956; and

WHEREAS, Such ordinance was recorded with the Cook County Recorder of Deeds as Document Number 16808888; and

WHEREAS, Such easement and right-of-way provides for the reservation of a twenty (20) foot wide right-of-way located in the center of vacated South South Park Avenue, and the reservation of a right-of-way in the center of vacated East Cermak Road, for purposes of establishing sewers; and

WHEREAS, The City of Chicago never in fact erected sewers in the portion of the easement and right-of-way which lies in the land legally described in Exhibit A; and

WHEREAS, The City of Chicago has no plan, desire or intention to locate sewers in the portion of the easement and right-of-way which lies in the land legally described in Exhibit A; and

WHEREAS, The Commissioner of Sewers has caused the Department of Sewers to review the maps and records of the Department relating to the easement and right-of-way and has determined that the City of Chicago has no sewers or other facilities in or on the portion of the easement and right-of-way which lies in the land legally described in Exhibit A, and furthermore, that the Department has no plans to make use of any portion of the easement and right-of-way which lies in the land legally described in Exhibit A, and furthermore, that the City of Chicago has no need whatsoever to make use of any portion of the easement and right-of-way which lies in the land legally described in Exhibit A for any purpose whatsoever; and

WHEREAS, The Commissioner of Sewers recommends that the City Council take action to release, cancel and terminate any and all rights and interest contained or which may be contained in the easement and right-of-way dated December 11, 1956, recorded as Document Number 16808888, insofar as they affect the real estate described in Exhibit A; and

WHEREAS, The City now desires to release, cancel, and terminate all of its rights under the easement and right-of-way insofar as they affect the real estate described in Exhibit A; now, therefore,

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

SECTION 1. That the City of Chicago hereby releases, cancels, and terminates any and all rights and interests contained or which may be contained in the easement and right-of-way, as reserved in the ordinance, approved by the City Council on December 11, 1956, and recorded as Document Number 16808888, but only within the real estate described in Exhibit A.

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

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

Exhibit "A".

That part of Block 1 in Canal Trustee's Subdivision; also a tract of land lying northeasterly of and adjacent to Block 1; also Lots 1, 2, 3, 4, 5, 11 and the alley between said lots, in the Assessor's Division of Blocks 13 and 14; also South Park Avenue vacated by ordinance recorded January 23, 1957 as Document Number 16808888; also Lots 2 through 11 of Walker Brothers Addition to Chicago, all of the parts lying in the west half of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, all taken as one tract bounded and described as follows: beginning at the point of intersection of the south line of the north 160.0 feet of the aforesaid Block 1 with the westerly line of South Dr. Martin Luther King, Jr. Drive vacated by ordinance recorded May 22, 1995 as Document Number 95332462, said point of intersection being 15.89 feet east of the west line of said Block 1; thence south 2 degrees, 02 minutes, 02 seconds east, along the westerly line of said vacation, 20.01 feet to the northeast corner of South Calumet Avenue, as widened by ordinance recorded January 23, 1996 as Document Number 96061610, said point being 16.64 feet east of the west line of the aforesaid Block 1, as measured along a line drawn perpendicular to said west line through a point on said west line, 180.00 feet south of the northwest corner of said Block 1; thence south 1 degree, 16 minutes, 15 seconds east along the aforesaid east line of South Calumet Avenue as widened, 215.41 feet; thence south 0 degrees, 06 minutes, 08 seconds east along said widened line, being a line drawn 21.80 feet east of and parallel with the west line of Lots 4 through 10 in the aforesaid subdivision of Blocks 13 and 14, a distance of 3.40 feet; thence south 89 degrees, 52 minutes, 01 seconds east, a distance of 307.93 feet; thence south 00 degrees, 07 minutes, 57 seconds west, a distance of 128.64 feet; thence south 89 degrees, 51 minutes, 51 seconds east, a distance of 58.95 feet; thence north 00 degrees, 07 minutes, 57 seconds east, a distance of 19.90 feet; thence north 74 degrees, 39 minutes, 16 seconds east, a distance of 78.22 feet; thence south 15 degrees, 20 minutes, 44 seconds east, a distance of 22.67 feet; thence north 74 degrees, 39 minutes, 16 seconds east, a distance of 34.83 feet; thence north 15 degrees, 20 minutes, 44 seconds west, a distance of 186.62 feet; thence south 74 degrees, 39 minutes, 16 seconds east, a distance of 31.00 feet; thence north 15 degrees, 20 minutes, 44 seconds west, a distance of 131.44 feet; thence north 12 degrees, 56 minutes, 23 seconds west, a distance of 42.08 feet to a point on the easterly extension of the south line of the north 160.00 feet of said Block 1 of Canal Trustees' Subdivision, said point being 363.64 feet east of the hereinabove described point of beginning; thence north 89 degrees, 52 minutes, 48 seconds west, along said south line and its easterly extension, a distance of 363.64 feet, to the point of beginning, all in Chicago, Cook County, Illinois.

(Area = 113,713 square feet or 2.61 acres)

AUTHORIZATION FOR DESIGNATION OF PORTION OF
WEST CONGRESS PARKWAY AS LIMITED
LOCAL ACCESS PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

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 designating that part of West Congress Parkway, lying between the east line of South Kilpatrick Avenue and the west line of the Chicago and Western Indiana Belt Railway, as a Limited Local Access Public Way with the closing of the public way between the east and west lines of the Chicago and Western Indiana Belt Railway, between South Kilpatrick Avenue and South Kolmar Avenue for Blackstone Manufacturing Co., Inc.. This ordinance was referred to the committee on March 25, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Many streets and alleys in the City of Chicago ("City") are subject to repeated illegal dumping and criminal activities; and

WHEREAS, Increased patrols and monitoring by police and other City employees have yielded only marginal reductions in illegal dumping and criminal activities; and

WHEREAS, The illegal dumping and criminal activities cause the City to incur significant and substantial expense in removing the illegally dumped debris, in increased patrolling and enforcement under existing laws, and in undertaking increased public way maintenance and public health measures; and

WHEREAS, The prevention and reduction of the illegal dumping and criminal activities reduces damage to private property and will result in increased real property values, business activity and tax base, as well as enhanced quality of life in areas currently affected by the illegal dumping and criminal activities; and

WHEREAS, The City has identified a portion of West Congress Parkway, between South Kilpatrick Avenue and the Chicago and Western Indiana Belt Railway as subject to repeated illegal dumping and criminal activities; and

WHEREAS, The City desires to designate part of such street as a Limited Local Access Public Way and to authorize the installation, operation and maintenance of gates to enforce such designation; and

WHEREAS, The City desires to close to vehicular traffic and pedestrian use the viaduct in West Congress Parkway at the right-of-way of the Chicago and Western Indiana Belt Railway and to authorize such installation, operation and maintenance of barriers to enforce such closing; and

WHEREAS, Blackstone Manufacturing Company, Inc., Habilitative Systems, Inc. and the Chicago and Western Indiana Belt Railway own property adjacent to the street; and

WHEREAS, Blackstone Manufacturing Company, Inc., with consent from Habilitative Services, Inc. and the Chicago and Western Indiana Belt Railway, has agreed to install and operate gates in accordance with the ordinances of the City of Chicago, including this ordinance; and

WHEREAS, The City of Chicago is a home rule municipality pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970 and, as such, may

exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The prevention and reduction of the illegal dumping and criminal activities are matters pertaining to the government and affairs of the City; now, therefore,

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

SECTION 1. That part of West Congress Parkway lying within the right-of-way lines of the Chicago and Western Indiana Belt Railway viaduct, between South Kilpatrick Avenue and South Kolmar Avenue, shall be closed to vehicular traffic and pedestrian use.

SECTION 2. That part of West Congress Parkway lying between the east line of South Kilpatrick Avenue and the west line of the Chicago and Western Indiana Belt Railway viaduct ("Public Way") is hereby designated a Limited Local Access Public Way and shall be subject to the conditions and regulations set forth in this ordinance for a period of five (5) years from the effective date of this ordinance, or until termination of the designation by the Commissioner of Transportation as set forth in this ordinance. Blackstone Manufacturing Company, Inc. ("Blackstone") is hereby granted permission and authority during such period to conduct such activities as are described in this ordinance.

SECTION 3. Upon receipt of the following:

- (1) evidence of consent of the owners of all the property abutting the Public Way ("Owners"); and
- (2) an agreement by each of the Owners to make all of such Owner's property which abuts the Public Way subject to the terms and conditions of this ordinance for the duration of the designation, and to notify each and every purchaser, assignee, lessee, invitee, licensee, agent or employee ("Designee") of such Owner of the terms and conditions of this ordinance; and
- (3) such bond, deposit or assurances as the Commissioner of Transportation deems reasonable or appropriate to assure performance under this ordinance; and
- (4) insurance naming the City as an additional insured with coverages and limits approved by the City's Risk Manager; and
- (5) an agreement by Blackstone to indemnify and hold the City harmless; which agreement has been approved by the Corporation Counsel,

the Commissioner of Transportation is hereby authorized to issue Blackstone a permit authorizing it to enter the Public Way and to construct and install gates, signs and such other facilities, improvements and markings as the Commissioner of Transportation shall deem necessary and appropriate to regulate the Public Way in accordance with this ordinance ("Facilities"). Such Facilities shall, at a minimum, consist of the following:

- (a) key-locking gates which prohibit vehicular access, such gates to be of a "breakaway" design approved by the Commissioners of Police, Fire and Streets and Sanitation; and
- (b) signs reading as follows:

Limited Local Access Public Way
Access Restricted At All Times
Except 8:00 A.M. Through 5:00 P.M.
Monday Through Friday

and providing such information that the Commissioner of Transportation shall specify. Such signs shall be placed at the gates.

Such construction and installation shall be subject to the approval of the Commissioner of Transportation. Upon completion of the construction and installation of Facilities, Blackstone shall provide keys to the Commissioners of Transportation, Streets and Sanitation, Water, Sewer, Fire and Police, and to all persons authorized by Section 5 of this ordinance.

SECTION 4. For the duration of the designation, Blackstone shall cause the gates to be closed and remain closed at all times except that Blackstone shall cause the gate located at each entrance to the Public Way to be open between the hours of 8:00 A.M. to 5:00 P.M. on Mondays through Fridays; provided, however, that Blackstone shall not interfere with access by persons or entities authorized to use the Public Ways pursuant to Section 5 of this ordinance. The Commissioner of Transportation may direct that any of the gates be opened at such additional hours that the Commissioner shall deem reasonable to meet local traffic, utility or public service needs.

SECTION 5. Upon closing of all gates as provided above, vehicular access to the Public Way shall be prohibited to all persons except the City, any utility designated by the Commissioner of Transportation, and any person or entity holding Use Permits pursuant to Section 6 of this ordinance ("Use Permittee") and the Designees of such persons or entities.

SECTION 6. The Commissioner of Transportation is hereby authorized to issue any person or entity submitting an application a permit authorizing such person or entity to use the Public Way when gates are closed ("Use Permit"). Such application shall consist, at a minimum of the following:

- (a) an agreement by the applicant not to convert any off-street parking facilities, lots or areas located on any property abutting or adjacent to the Public Way to non-parking uses; and
- (b) an agreement by the applicant to comply and cause all of its Designees using the Public Way to comply with all applicable law, statutes, ordinances, regulations, rules, judicial orders and decrees, and all reasonable orders of the Commissioner of Streets and Sanitation related to the Public Way ("Law"). In addition, with respect to the use of the Public Way by Use Permittees and their Designees, the Public Way shall be deemed a "public accommodation" pursuant to Chapter 2-160 of the Municipal Code of Chicago; and
- (c) such other documents and assurances as the Commissioner of Transportation shall deem necessary or appropriate to ensure that the Public Way will operate in accordance with this ordinance.

Any person or entity submitting an application in compliance with all terms and conditions of this section shall be issued a Use Permit.

SECTION 7. The Commissioner of Transportation, at his or her discretion, may terminate either the designation of the Public Way or any Use Permit, or both, and the permits and authority granted hereto before the expiration of five year period, whenever the Commissioner finds:

- (1) a violation of any term or condition of this ordinance by Blackstone, a Use Permittee or its Designee; or
- (2) termination of the designation is necessary or appropriate to provide any utility or public service, or to protect the public health, safety, welfare or morals; or
- (3) the public use of the Public Way, as required by Law, requires such termination.

Upon expiration or termination of the designation, the Commissioner of Transportation shall notify Blackstone who shall, in compliance with the direction of the Commissioner, cause the Facilities to be removed or altered in such a manner as to provide ordinary public use of the Public Way. In the event Blackstone shall fail to cause such work to be performed within twenty-four (24) hours of the direction of the Commissioner of Transportation, the Commissioner shall be authorized to undertake such work. In such case, Blackstone shall be responsible for and pay all costs incurred in connection with the removal or alteration of the Facilities.

SECTION 8. This ordinance shall take effect upon passage and approval.

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* two proposed ordinances transmitted herewith (referred March 6, 1996) authorizing and directing the Commissioner of Transportation to construct cul-de-sacs at various locations.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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):

*Portion Of South Brandon Avenue, South Of
East 90th Street.*

WHEREAS, The residents of the 9000 block of South Brandon Avenue have requested that a cul-de-sac be constructed at the intersection of South Brandon Avenue and East 90th Street; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location: on South Brandon Avenue, south of East 90th Street.

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

*Portion Of West Maypole Avenue, West Of
North Oakley Avenue.*

WHEREAS, The residents of the 2400 block of West Maypole Avenue have requested that a cul-de-sac be constructed at the intersection of West Maypole Avenue and North Oakley Avenue; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location: on West Maypole Avenue, west of North Oakley Avenue.

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

CONSIDERATION FOR CONSTRUCTION OF CUL-DE-SACS
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

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* three proposed orders transmitted herewith (referred February 7 and March 6, 1996) authorizing and directing the Commissioner of Transportation to give consideration to the construction of cul-de-sacs at specified locations.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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):

*North Lockwood Avenue, Between West Fulton Boulevard
And West Washington Boulevard.*

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a cul-de-sac on North Lockwood Avenue, between West Fulton Boulevard and West Washington Boulevard at the intersection of North Lockwood Avenue and West Fulton Boulevard.

*West Marquette Road, Between South Wentworth Avenue
And South Perry Avenue.*

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the construction of a cul-de-sac on West Marquette Road (south side at the alley), between South Wentworth Avenue and South Perry Avenue.

*West 69th Street, Between South Wentworth Avenue
And South Perry Avenue.*

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the construction of a cul-de-sac on West 69th Street (north side at the alley), between South Wentworth Avenue and South Perry Avenue.

**REMOVAL OF PUBLIC PAY TELEPHONES AT 2, 21 AND 57
SOUTH WESTERN AVENUE.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Director of Revenue to take the actions necessary for the removal of three pay telephones located at 2, 21 and 57 South Western Avenue. This ordinance was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schuler, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 10-28-265(f) of the Municipal Code of Chicago, enacted June 17, 1992, and amended October 5, 1994, the City Council may at any time order the removal of outdoor public pay telephones operated under the Concession Agreement with the City of Chicago; now, therefore,

It is hereby ordered that Ameritech Corporation remove the following outdoor public pay telephones from the public way within fourteen (14) days of the passage of this ordinance:

2 South Western Avenue	2nd Ward;
21 South Western Avenue	2nd Ward; and
57 South Western Avenue	2nd Ward.

Any Concession telephone that is not removed within the fourteen (14) day period will be removed by City of Chicago.

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

PERMISSION GRANTED FOR INSTALLATION OF SIGNAGE ON
TEMPORARY SCAFFOLDING ADJACENT TO 110
EAST PEARSON STREET.

The Committee of Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to grant permission to Bistro 110, The Levy Restaurant to place temporary signage on the scaffolding in front of the premises located at 110 East Pearson Street. This order was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schuler, M. Smith, Moore -- 43.

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 grant permission to Bistro 110, The Levy Restaurant, for temporary signage on the temporary scaffolding presently installed in front of Bistro 110, entrance located at 110 East Pearson Street.

PERMISSION GRANTED FOR INSTALLATION, MAINTENANCE
AND OPERATION OF MOTORBUS ROUTE ON PORTION
OF WEST AUGUSTA BOULEVARD.

The Committee of Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 6, 1996) authorizing and directing the Chicago Transit Authority to maintain and operate a motorbus route on West Augusta Boulevard, from North Western Avenue to North Milwaukee Avenue.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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 consent and permission of the City of Chicago are hereby given to the Chicago Transit Authority, a municipal corporation created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on West Augusta Boulevard, between North Western Avenue and North Milwaukee Avenue, as part of the Chicago Transit Authority's bus route, authorized by the ordinance granted to the Chicago Transit Authority, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, paragraph B, of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

ESTABLISHMENT OF BUS STAND ON PORTION
OF EAST 63RD STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 6, 1996) authorizing and directing the Chicago Transit Authority to establish a bus stand on the south curb of East 63rd Street, from the east property line of South Evans Avenue to a point 100 feet east thereof.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schalter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 9-64-140 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

Public Way	Area
East 63rd Street (south curb)	From the east property line of South Evans Avenue to a point 100 feet east thereof.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of being actually engaged in the loading or unloading of passengers, as provided by Section 9-64-140(b) of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 9-4-020 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred and no/100 Dollars (\$200.00) for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

REPEAL OF ORDINANCE WHICH ESTABLISHED
TAXICAB STAND ON PORTION OF
WEST IRVING PARK ROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 6, 1996) to repeal an ordinance originally passed by the City Council on May 13, 1959, pages 279 -- 281 of the Council Journal of Proceedings, establishing Taxicab Stand Number 247 on West Irving Park Road, along the south curb, from a point 20 feet east of the east building line of North Cicero Avenue, extending 95 feet thereof for five vehicles.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance originally passed by the City Council on May 13, 1959, pages 279 -- 281 of the Council Journal of Proceedings, establishing Taxicab Stand Number 247 on West Irving Park Road, along the south curb, from a point twenty (20) feet east of the east building line of North Cicero Avenue, extending ninety-five (95) feet east thereof for five (5) vehicles, is hereby repealed.

SECTION 2. This ordinance will be in full force and effect upon its passage and publication.

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

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 March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

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

Mr. John Clement.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt John Clement of 3812 North Western Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 3812 North Western Avenue.

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

Congregation Atereth Yehoshua.

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 Congregation Atereth Yehoshua, 2913 -- 2915 West Touhy Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities thereto and further, Congregation Atereth Yehoshua is hereby exempted from payment of any permit fees relative thereto.

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

Neomedica, 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 Neomedica, Inc. of 450 East Ohio Street, from the

provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4800 North Kilpatrick Avenue.

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

Ms. Margaret Singleton.

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

SECTION 1. The Commissioner of Transportation is hereby directed to exempt Margaret Singleton from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 5816 North Broadway.

SECTION 2. This ordinance shall be in full force and effect from the date of passage.

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF NORTH DEARBORN PARKWAY AS
"ELEANOR PARKWAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate North Dearborn Parkway, from West North Avenue to West Burton Place, as "Eleanor Parkway". This ordinance was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the Council Journal of Proceedings of said date, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of North Dearborn Parkway, between West North Avenue and West Burton Place, as "Eleanor Parkway".

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF SOUTH WENTWORTH AVENUE
AS "ELDER C. J. FAIR DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

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 Wentworth Avenue, from West 108th Street to West 109th Street, as "Elder C. J. Fair Drive". This ordinance was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Wentworth Avenue, from West 108th Street to West 109th Street, as "Elder C. J. Fair Drive".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF SOUTH SANGAMON STREET
AS "DONALD F. FLYNN COURT".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

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 Sangamon Street, from 7901 south to 7913 south, as "Donald F. Flynn Court". This ordinance was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Council Journal of Proceedings of said date, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Sangamon Street, from 7901 south to 7913 south, as "Donald F. Flynn Court".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF SOUTH LOOMIS BOULEVARD AS
"REVEREND VERNON B. HARRIS DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to take the

actions necessary to honorarily designate the 6400 block of South Loomis Boulevard, west side, as "Reverend Vernon B. Harris Drive". This ordinance was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Council Journal of Proceedings of said date, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary measures for standardization of the 6400 block of South Loomis Boulevard (west side of the street) as "Reverend Vernon B. Harris Drive".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF SOUTH BISHOP STREET AS
"ANNA R. LANGFORD DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the 6000 block of South Bishop Street as "Anna R. Langford Drive". This ordinance was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Council Journal of Proceedings of said date, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary measures for standardization of the 6000 block of South Bishop Street as "Anna R. Langford Drive".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF WEST SUNNYSIDE AVENUE AS
"JIMMY O'CONNOR DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Sunnyside Avenue, from North Cumberland Avenue to North Delphia Avenue as "Jimmy O'Connor Drive". This ordinance was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to an ordinance passed by the City Council December 3, 1984, and appearing on pages 11459 and 11460 of the Council Journal of Proceedings of the City Council of that date, authorizing erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of that segment of West Sunnyside Avenue, lying between North Cumberland Avenue and North Delphia Avenue, as "Jimmie O'Connor Drive".

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF WEST 63RD STREET AS "REVEREND
BOB AND ANGIE WEEDEN DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 25, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the 1400 block of West 63rd Street, from South Laflin Street to South Loomis Street, as "Reverend Bob and Angie Weeden Drive". This ordinance was referred to the committee on March 6, 1996.

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, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Council Journal of Proceedings of said date, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary measures for standardization of the 1400 block of West 63rd Street, from South Laflin Street to South Loomis Street, as "Reverend Bob and Angie Weeden Drive".

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

COMMITTEE ON ZONING.

Action Deferred -- AMENDMENT OF CHICAGO ZONING
ORDINANCE BY RECLASSIFICATION OF AREA
SHOWN ON MAP NUMBER 7-G.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, March 26, 1996.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 24, 1995, I beg leave to recommend that Your Honorable Body pass a proposed ordinance transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area. This is Application Number 11563. Attached to said ordinance is a Declaration of Restrictive Covenant which I would request be printed in the Journal of Council Proceedings.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G to those of an R4 General Residence District in the area bounded by:

starting from the point of beginning that being a line 248.0 feet south of and parallel to the south line of West Schubert Avenue, running from the east line of North Lakewood Avenue; thence to the north/south public alley east of North Lakewood Avenue; the west line of the north/south public alley next east of and parallel to North Lakewood Avenue; thence a line 298 feet south of and parallel to the south line of West Schubert Avenue, running from the public alley to the west line of North Lakewood Avenue; and thence the east line of North Lakewood Avenue, running to the point of beginning.

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

Declaration of Restrictive Covenant transmitted with the foregoing ordinance reads as follows:

Declaration of Restrictive Covenant.

This Declaration of Restrictive Covenant ("Declaration") is made this fifth day of March, 1996, by American National Bank and Trust Company of Chicago, as trustee, under Trust Agreement dated November 10, 1995 and known as Trust Number 120864-01 (sometimes hereinafter referred to as "Owner" or "Declarant"), with its principal place of business at 1128 West Wrightwood Avenue, Chicago, Illinois 60614.

Whereas, Declarant is the Owner and legal titleholder of a certain parcel of real estate in Cook County, Chicago, Illinois commonly known as 2633 North Lakewood Avenue, Chicago, Illinois, legally described on (Sub)Exhibit A, attached hereto and made a part hereof ("Premises"); and

Whereas, Declarant intends that the Premises be utilized for the construction of one (1) single-family residence ("Intended Use"); and

Whereas, The present zoning for the Premises is M1-2 Restricted Manufacturing District; and

Whereas, In order to construct one (1) single-family residence on the Premises in accordance with Declarant's Intended Use, Declarant intends to effectuate a zoning change for the Premises to R4 a General Residence District; and

Whereas, The City of Chicago ("City") consents to the proposed zoning change to R4, a General Residence District, subject to a restrictive covenant being recorded against the Premises restricting the Premises to construction of one (1) single-family residence; and

Whereas, Declarant, in consideration of the City's consent to the R4 zoning change, shall encumber the Premises with a restrictive covenant, the terms of which are hereinafter described;

Now, Therefore, For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purposes stated herein, Declarant declares as follows:

1. The recitals set forth hereinabove are fully incorporated herein by this reference.

2. All of the Premises are and shall be held, sold and conveyed subject to the covenants, conditions and restrictions herein stated, all of which shall run with the land and be binding upon all parties now or hereinafter having any right, title or interest in the Premises or in any part thereof, and upon those claiming under them, with such limitations or exceptions as are herein expressed.

3. The Premises, or any portion thereof, shall be used solely for the purpose of the construction and sale of one (1) single-family residence and, at the option of Declarant, one (1) private garage, and for no other purpose which is inconsistent with the nature of a strictly residential area.

4. No building shall be erected on the Premises, nor shall construction begin on any building, unless the plans and specifications of any building proposed to be erected have been submitted to the City and written approval therefrom has been secured. Issuance of a building permit by the City for the Premises shall constitute the City's approval of the submitted plans and specifications.

5. Breach of any of the covenants or violation of any other portions of this Declaration shall not defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to any portion of the Premises, but all provisions of this Declaration shall be binding and effective against any owner of any portion of the Premises whose title thereto is acquired by foreclosure, trustee sale or otherwise under such mortgage or trust deed, and shall remain effective as to each portion of the Premises so acquired.

6. Enforcement of the provisions of this Declaration shall be by any proceeding at law or in equity, brought by the Declarant, its successors or assigns, or the City against any person or persons violating or attempting to violate any covenant, restriction or other provision hereof, either to restrain or prevent such violation or attempted violation or to recover damages, or both. Failure by the Declarant, its successors or assigns, or the City to promptly enforce any covenant, restriction or other provision of this Declaration shall in no event be a bar to enforcement thereafter and shall not waive any rights by the Declarant, its successors or assigns, or the City to so enforce any covenant, restriction or other provision of this Declaration.

7. Invalidation of any covenant, restriction or other provision of this Declaration by judgment or court order shall in no way affect any of the other provisions of this Declaration and such other provisions shall remain in full force and effect.

8. All covenants, conditions and restrictions contained in this Declaration shall run with the land and shall be binding upon all parties and all persons owning any portions of the Premises and all persons claiming under them for fifty (50) years from the date hereof, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then owners of the Premises and the City is recorded against the Premises modifying, amending or terminating the covenants, conditions and restrictions contained herein, or if the zoning of the Property is amended from an R4.

In Witness Whereof, Declarant executed this Declaration as of the day and year first above written.

Declarant:

American National Bank and Trust
Company of Chicago, as trustee as
aforesaid

By: _____

Its: _____

Attest:

By: _____

Its: _____

The terms and conditions contained in this instrument to the contrary notwithstanding, this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.

Trustee's Exculpatory Rider referred to in this Declaration of Restrictive Covenant reads as follows:

This instrument is executed by the undersigned land trustee, not personally but solely as trustee in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the trustee are undertaken by it solely in its capacity as trustee and not personally. It is further understood and agreed that the trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the trust estate for the payment thereof.

In Witness Whereof, American National Bank and Trust Company of Chicago, not personally but as trustee as aforesaid, has caused these presents to be signed by one of its officers on the day and year first above written.

American National Bank and Trust
Company of Chicago, as trustee, as
aforesaid, and not personally,

By: (Signed) Michael Wang
Trust Officer

State of Illinois)
)
County of Cook)

I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify Michael Wang, an officer of American National Bank and Trust Company of Chicago, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer said of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this (date).

(Signed) Jenifer Y. Chesse
Notary Public

[Official Seal]
Jenifer Y. Chesse
Notary Public, State of Illinois
My commission expires November 1, 1999.

(Sub)Exhibit "A" referred to in this Declaration of Restrictive Covenant reads as follows:

(Sub)Exhibit "A".

Legal Description.

Starting from the point of beginning, that being a line 248.0 feet south of and parallel to the south line of West Schubert Avenue, running from the east line of North Lakewood Avenue; thence to the north/south public alley east of North Lakewood Avenue; the west line of the north/south public alley next east of and parallel to North Lakewood Avenue; thence a line 298 feet south of and parallel to the south line of West Schubert Avenue, running from the public alley to the west line of North Lakewood Avenue; and thence the east line of North Lakewood Avenue, running to the point of beginning.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor, and Aldermen Buchanan, Huels, Burke, Zalewski, Ocasio, Wojcik, Doherty, Schulter and M. Smith. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

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 REVEREND JOHN M. DALEY.

WHEREAS, Almighty God in his infinite wisdom and mercy, called Reverend John M. Daley from this life on March 14, 1996, at the age of forty-seven; and

WHEREAS, Father Daley had served the people of the Archdiocese of Chicago through his priesthood since 1973; and

WHEREAS, A native of Chicago, Father Daley was raised in St. Thomas More parish on the southwest side, and entered Quigley Preparatory Seminary South in 1961 as part of the school's inaugural freshman class; and

WHEREAS, Father Daley continued his religious training in the archdiocesan seminary system and was ordained to the priesthood in 1973; and

WHEREAS, After three years of parish ministry, Father Daley returned in 1976 to Quigley South where he served until 1987 as teacher, counselor, Director of Religious Formation, Director of Recruitment and admissions, and as faculty advisor to the student government; and

WHEREAS, Father Daley returned to parish ministry from 1987 to 1990, when he accepted the challenge of serving as the first rector of the newly organized Archbishop Quigley Seminary, the successor to the former Quigley North and Quigley South; and

WHEREAS, The merger of the north and south campuses of Quigley and the closing of Quigley South had posed both administrative and emotional challenges to faculty, staff, students and alumni; Father Daley did not balk at these difficulties, but embraced his new assignment and its difficulties with the humor, perseverance and inner strength that had characterized him throughout his ministerial career; and

WHEREAS, Father Daley's faith in the historic mission of the seminary system, and his outstanding qualities of leadership, had led Archbishop Quigley Seminary to steadily increasing enrollment while the school has

maintained the tradition of its predecessors in preparing young men for responsible roles in the church and in society; and

WHEREAS, Father Daley also met the challenge of cancer with all the outer humor and inner courage for which his friends, colleagues and students will always remember him; and, although he eventually succumbed after a long illness, his undiminished faith and strength have inspired all who knew him; and

WHEREAS, Father Daley is survived by his parents, John and Veronica Daley; his brothers, James, Richard, Robert and Martin; his sister, Maureen Clarke; a niece; and many nephews, aunts and uncles; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-sixth day of March, 1996, do hereby honor the life and memory of Father John M. Daley, and express the gratitude of all Chicagoans for his many contributions to the future of our community; and

Be It Further Resolved, That we extend our heartfelt condolences to Father Daley's family and we share their sorrow at his passing; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Father John M. Daley as a sign of our sympathy and good wishes.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MR. ODIS TURNEY.

WHEREAS, God in his infinite wisdom has called to his eternal reward Odis Turney, beloved citizen and friend, February 19, 1996; and

WHEREAS, Born January 13, 1926, in Bonita Louisiana, Odis Turney came to Chicago in 1944 and in 1947 began employment with Argo Corn Products in Argo, Illinois. During this period he attended Argo High School where he then advanced to the trade of electrician. He retired in 1984 after thirty-seven years of outstanding service; and

WHEREAS, Odis Turney was a devoted family man and leaves to celebrate his life his loving wife, Jean; daughters, Patricia Williams of

Chicago and Yvonne Turney of Tampa, Florida; granddaughter, Tracy Robinson of Chicago; stepsons, Brian and Floyd Clayton, Jr. of Chicago; father-in-law, Eddie Jackson; brothers, William and Fred of Chicago, Leroy (Annie Jo) Thomas of Bellwood, John and Clyde Thomas of Chicago and Henry Lee Thomas of Rockford; sisters, Dorothy McGill and Cora Carter of Chicago; and many other relatives and friends. Odis Turney's brother William is a supervisor in the City of Chicago Building Department and a longstanding member and leader of the 8th Ward Regular Democratic Organization; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do hereby express our sorrow on the passing of Odis Turney, and extend to his family and specially to his brother, William, our colleague, our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Odis Turney.

Presented By

ALDERMAN BUCHANAN (10th Ward):

**CONGRATULATIONS EXTENDED TO MR. VINCENT GINALSKI
ON FIFTIETH ANNIVERSARY WITH FIRST
SAVINGS BANK OF HEGEWISCH.**

WHEREAS, The Community of Hegewisch has enjoyed the strength of fine banking and saving institutions; and

WHEREAS, One such institution, the First Savings Bank of Hegewisch, has enjoyed the leadership and strong direction of the Ginalski family; and

WHEREAS, Vincent Ginalski, the chairman of the board, will celebrate fifty years of service with this bank. Mr. Ginalski joined the bank in 1946 upon his discharge from the United States Army. During his employment, Mr. Ginalski has guided the bank's growth to five additional branches and Three Hundred Twenty-six Million Dollars in assets. He has been president of many banking organizations and the recipient of numerous awards from the banking community. During his tenure, he held positions with the bank as treasurer, secretary, president and chief executive officer. In 1992, he

relinquished his position as president and chief executive officer, and they are now held by his daughter; and

WHEREAS, Mr. Ginalski is an outstanding member of the Hegewisch community, with memberships in the Chamber of Commerce, Saint Florian's Church, the Knights of Columbus, and many others; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, join with the family and friends of Vincent Ginalski in paying tribute to this great community leader, husband and father, and that a suitable copy of this resolution be prepared for presentation at a reception to be held in honor of fifty years of service.

**CONGRATULATIONS EXTENDED TO FATHER
WILLIAM BERNARD SCHEID ON SIXTIETH
ANNIVERSARY OF HIS ORDINATION
IN PRIESTHOOD.**

WHEREAS, William Bernard Scheid, born into this world on May 27, 1913, of German-Irish parents, received a calling from God to join his priesthood. Bernie Scheid received his elementary education at Holy Cross School in Saint James, Michigan and Saint Gertrude in Chicago. He attended Quigley Seminary, Saint Mary of the Lake in Mundelein and on April 18, 1936, he was ordained a priest by George Cardinal Mundelein; and

WHEREAS, Father Scheid celebrated his first mass at Saint Gertrude Parish, Chicago, Illinois, on April 26, 1936; and

WHEREAS, Father Scheid is celebrating his sixty years of service to God, on April 18, 1996; and

WHEREAS, During this tenure, Father Scheid served the parishioners of Saint Mel, Saint Veronica, Saint Martha, Holy Rosary and Saint Kevin. He became pastor emeritus at Saint Kevin on July 1, 1983; and

WHEREAS, He also served at the parishes of Saint Mary of the Nativity, Saint Frances de Sales, All Saints, Saint Anthony and Saint Rose Center; and

WHEREAS, Father Scheid earned his degree as a teacher, and received a masters in psychology and counseling. He is a patriot and one of the greatest community men in the history of southeast Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, join with family and friends in paying tribute to this man of God, and that a suitable copy of this resolution be prepared and presented to Father Scheid at a celebration in his honor on April 20, 1996.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. CHRISTOPHER W. BULVAN.

WHEREAS, Christopher W. Bulvan passed away suddenly on Saturday, March 2, 1996, at the age of twenty-one; and

WHEREAS, Christopher W. Bulvan, beloved son of Anthony and Marianne (nee Selko); and

WHEREAS, Christopher W. Bulvan, loving brother of Jennifer and Lisa; and

WHEREAS, Christopher W. Bulvan, dearest grandson of Stanley (Betty) Selko and Helen Schultz; and

WHEREAS, Christopher W. Bulvan, fond nephew and cousin of many; and

WHEREAS, A cherished friend of many and a good neighbor to all, Christopher W. Bulvan 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 twenty-sixth day of March in 1996, do hereby extend to the family of the late Christopher W. Bulvan our deepest condolences and most heartfelt sympathies upon their tragic loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Christopher W. Bulvan.

TRIBUTE TO LATE MS. ANN CAVALLONE.

WHEREAS, Ann Cavallone passed away on Saturday, March 9, 1996, at the age of sixty-five; and

WHEREAS, Ann Cavallone, beloved wife of the late James; and

WHEREAS, Ann Cavallone, dear mother of Rose (John) Reidle; and

WHEREAS, Ann Cavallone, loving grandmother of Ronald and James Vari; and

WHEREAS, Ann Cavallone, fond sister of Carmella Benbow, Rose (Sam) De Grazia, Josephine (Joe) LaPorta, Virginia (Frank) LaScola, Charles (JoAnn) Settino, Theresa (Ken) Dragozstick and the late Mary (Pat) Teta, Susan (Carl) LaPorta, Frank and Charles Settino; and

WHEREAS, A cherished friend of many and a good neighbor to all, Ann Cavallone 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 twenty-sixth day of March in 1996, do hereby extend to the family of the late Ann Cavallone 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 Ann Cavallone.

TRIBUTE TO LATE MR. MATTHEW MORGAN CHAMBERS.

WHEREAS, Matthew Morgan Chambers passed away suddenly on Thursday, February 29, 1996, at the age of twenty; and

WHEREAS, Matthew Morgan Chambers, dear son of John and Elaine (nee Howard); and

WHEREAS, Matthew Morgan Chambers, loving brother of Noel and Beth; and

WHEREAS, Matthew Morgan Chambers, beloved grandson of the late Noel Frank and Sally Chambers, and Edward and the late Helen Howard; and

WHEREAS, Matthew Morgan Chambers, fond nephew of many aunts and uncles; and

WHEREAS, Matthew Morgan Chambers, member of the Class of 1993 of Saint Ignatius Preparatory School; and

WHEREAS, A cherished friend of many and a good neighbor to all, Matthew Morgan Chambers 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 twenty-sixth day of March in 1996, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Matthew Morgan Chambers upon their most grievous loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Matthew Morgan Chambers.

TRIBUTE TO LATE MS. ROSEMARY P. CROTTY.

WHEREAS, Rosemary P. Crotty passed away on March 3, 1996, at the age of forty-nine; and

WHEREAS, Rosemary P. Crotty, devoted daughter of the late Rose C. and John P. Crotty; and

WHEREAS, Rosemary P. Crotty, beloved sister of Richard A. (C.P.D.) (Brenda) Crotty and Donald P. (Billie) Crotty; and

WHEREAS, Rosemary P. Crotty, dear aunt of Richard, Kristen and Donald Crotty, Jr. and Melissa Canon; and

WHEREAS, A cherished friend of many and a good neighbor to all, Rosemary P. Crotty will be greatly missed and fondly remembered by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Rosemary P. Crotty upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Rosemary P. Crotty.

TRIBUTE TO LATE REVEREND ANTHONY A. DUDEK.

WHEREAS, Reverend Anthony A. Dudek passed away on Friday, March 1, 1996, at the age of eighty-five; and

WHEREAS, Reverend Anthony A. Dudek, beloved son of the late Albert and Mary Ann; and

WHEREAS, Reverend Anthony A. Dudek, loving brother of Therese (the late Edward) Krawcewicz, Joseph (the late Molly), Rita (the late Edward) Pietrzak, Cecile (the late Norbert) Mack, the late Bernice Lewicki, the late John (Bernice) and the late Antoinette Krohm; and

WHEREAS, Reverend Anthony A. Dudek, fond uncle of many nieces and nephews; and

WHEREAS, Reverend Anthony A. Dudek, Fourth Degree Member of Archbishop Quigley Council Knights of Columbus and Al-Hambra; and

WHEREAS, Reverend Anthony A. Dudek, retired United States Army colonel and veteran of World War II; and

WHEREAS, Reverend Anthony A. Dudek, decorated war hero who joined the service in 1938 and completed seventeen tours of duty as a chaplain in World War II, the Korean War and the Vietnam War; and

WHEREAS, Reverend Anthony A. Dudek, recipient of the Legion of Merit, the Joint Service Commendation Medal, the Army Commendation Medal, the World War II Victory Medal, the Asiatic Pacific Campaign Medal, the Japanese Occupation Medal and the Korean Conflict Medal; and

WHEREAS, Reverend Anthony A. Dudek, assigned to Saint Barbara's Church from 1970 to 1985, and until his retirement in 1990, at Saint John of God Church; and

WHEREAS, A cherished friend of many and a faithful servant of Christ, Reverend Anthony A. Dudek 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 members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Reverend Anthony A. Dudek upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Reverend Anthony A. Dudek.

TRIBUTE TO LATE MRS. RUBY F. FARNAN.

WHEREAS, Ruby F. Farnan (nee Strong) passed away on Tuesday, March 12, 1996, at the age of eighty-one; and

WHEREAS, Ruby F. Farnan, beloved wife of the late James "Pa" Farnan; and

WHEREAS, Ruby F. Farnan, loving mother of Joan (the late Robert, C.P.D.) Kulovitz, James (Maureen), Michael (Lynn) and Edward (Eileen); and

WHEREAS, Ruby F. Farnan, devoted grandmother of thirteen; and

WHEREAS, Ruby F. Farnan, dear sister of Alicia Campbell, Jane Swann, Virginia Bambury, Rose Corbett, Joseph Strong and the late Rita Hurts; and

WHEREAS, Ruby F. Farnan, fond aunt of many nieces and nephews; and

WHEREAS, Ruby F. Farnan, member of Saint Gabriel's Women's Club and the Friendly Club; and

WHEREAS, A cherished friend of many and a good neighbor to all, Ruby F. Farnan will be greatly missed and fondly remembered by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Ruby F. Farnan upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Ruby F. Farnan.

TRIBUTE TO LATE MRS. BERNICE STEPONAITIS FARRELL.

WHEREAS, Bernice Steponaitis Farrell passed away on Thursday, March 7, 1996, at the age of seventy-nine; and

WHEREAS, Bernice Steponaitis Farrell, beloved wife of the late John D. Farrell; and

WHEREAS, Bernice Steponaitis Farrell, devoted mother of Carolyn (Walter) Dockus and Kathleen (Edward) Bandauskas; and

WHEREAS, Bernice Steponaitis Farrell, loving grandmother of Kim and Susan; and

WHEREAS, Bernice Steponaitis Farrell, dear sister of Frank (Alice) Stevens; and

WHEREAS, Bernice Steponaitis Farrell, fond sister-in-law of the late Mary Blazis and Patrick Farrell; and

WHEREAS, Bernice Steponaitis Farrell, loving aunt of Gloria Stevens, Michael (Grace) Blazis, Mary Ann (Bruno) Russo and Patricia (Tracey) Hunt; and

WHEREAS, Bernice Steponaitis Farrell, fond godmother of Phil Pratapas and Donna Gremal; and

WHEREAS, Bernice Steponaitis Farrell, lifelong resident of the 11th Ward's Bridgeport community; and

WHEREAS, Bernice Steponaitis Farrell, member of Nativity of Our Lord Seniors; and

WHEREAS, A cherished friend of many and a good neighbor to all, Bernice Steponaitis Farrell will be greatly missed and fondly remembered by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Bernice Steponaitis Farrell upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Bernice Steponaitis Farrell.

TRIBUTE TO LATE MR. ROBERT E. FINLEY, SR.

WHEREAS, Robert E. Finley, Sr. passed away on Wednesday, March 13, 1996, at the age of seventy-five; and

WHEREAS, Robert E. Finley, Sr., dearly beloved husband of Lucille Wright Finley; and

WHEREAS, Robert E. Finley, Sr., devoted father of Eloise (William) Riskus, Faye (Wayne) Rose, Robert E., Jr., Dennis, Linda (Dennis) Santiago, Thomas, Mary (Carmello) Ramos, Edward (Linda), Marlene (Dean) Ewing, Darlene Rotto and Mark; and

WHEREAS, Robert E. Finley, Sr., loving grandfather of thirty-three and great-grandfather of sixteen; and

WHEREAS, Robert E. Finley, Sr., dear brother of Marion, Dennis T., Jr., Lorraine Egan and Irene Shyne; and

WHEREAS, A cherished friend of many and a good neighbor to all, Robert E. Finley, Sr. will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Robert E. Finley, Sr.; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Robert E. Finley, Sr..

TRIBUTE TO LATE MR. JOHN J. FITZGERALD, SR.

WHEREAS, John J. "Jack" Fitzgerald, Sr. passed away on Tuesday, February 27, 1996, at the age of seventy-four; and

WHEREAS, John J. "Jack" Fitzgerald, Sr., dearly beloved husband of Sandra Lamora Fitzgerald; and

WHEREAS, John J. "Jack" Fitzgerald, Sr., devoted father of John J., Jr. (C.P.D.) (Nancy), Joseph, Edward, Patrick (Carol), Peggy (Tony) Schremser, Cathleen and Timothy; and

WHEREAS, John J. "Jack" Fitzgerald, Sr., proud grandfather of Kelly, Kerri, Jackie, Michelle, Erin and Colleen Fitzgerald and Christopher and Samantha Schremser; and

WHEREAS, John J. "Jack" Fitzgerald, United States veteran of World War II; and

WHEREAS, John J. "Jack" Fitzgerald, boiler inspector for the City of Chicago for thirty-six years; and

WHEREAS, John J. "Jack" Fitzgerald, member, Boilermakers Union Local No. 1; and

WHEREAS, John J. "Jack" Fitzgerald, member, Hamburg Athletic Association; and

WHEREAS, A cherished friend of many and a good neighbor to all, John J. "Jack" Fitzgerald 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 members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, do hereby extend to the family of the late John J. "Jack" Fitzgerald 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 John J. "Jack" Fitzgerald, Sr..

TRIBUTE TO LATE MRS. BEATRICE A. KANSLER.

WHEREAS, Beatrice A. "Sonny" Kansler (nee Branson) passed away on Saturday, March 16, 1996, at the age of seventy-five; and

WHEREAS, Beatrice A. Kansler, beloved wife of Edward; and

WHEREAS, Beatrice A. Kansler, dear mother of Candace Kansler; and

WHEREAS, Beatrice A. Kansler, loving daughter of the late John A. and Stella Branson; and

WHEREAS, Beatrice A. Kansler, fond sister of the late Estelle (the late Ralph) Merolla; and

WHEREAS, A cherished friend of many and a good neighbor to all, Beatrice A. Kansler will be greatly missed and fondly remembered by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Beatrice A. Kansler; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Beatrice A. Kansler.

TRIBUTE TO LATE MR. ROBERT F. KOZLA.

WHEREAS, Robert F. Kozla passed away on Thursday, February 8, 1996, at the of eighty-two; and

WHEREAS, Robert F. Kozla, dearly beloved husband of Grace Kozla; and

WHEREAS, Robert F. Kozla, devoted father of Robert J. (Constance), Karen Barker, James F. and Debra (Edward) Sidabras; and

WHEREAS, Robert F. Kozla, loving grandfather of ten and great-grandfather of nine; and

WHEREAS, Robert F. Kozla, dear brother of Blanche Jacobsen, Florence Cuff and Frank Kozla; and

WHEREAS, A cherished friend of many and a good neighbor to all, Robert F. Kozla 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 members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, do hereby extend to the family of the late Robert F. Kozla 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 Robert F. Kozla.

TRIBUTE TO LATE MRS. MARLENE KRYDYSKI.

WHEREAS, Marlene Krydyski (nee Knappe) passed away on Thursday, February 29, 1996, at the age of fifty-seven; and

WHEREAS, Marlene Krydyski, beloved wife of Daniel F.; and

WHEREAS, Marlene Krydynski, loving mother of Kenneth (Cathy), Thomas (Susan) and Susan; and

WHEREAS, Marlene Krydynski, proud grandmother of David, Jennifer, Michael, Rebecca, Melissa and Daniel; and

WHEREAS, Marlene Krydynski, dear sister of William (Marlene) Knappe; and

WHEREAS, Marlene Krydynski, daughter of the late William and the late Mildred Knappe; and

WHEREAS, A cherished friend of many and a good neighbor to all, Marlene Krydynski 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 twenty-sixth day of March, 1996, do hereby extend to the family of the late Marlene Krydynski 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 Marlene Krydynski.

TRIBUTE TO LATE MRS. LA VERNE ERDMAN MCCORMICK.

WHEREAS, LaVerne Erdman McCormick passed away on Monday, March 4, 1996, at the age of eighty-one; and

WHEREAS, LaVerne Erdman McCormick, dearly beloved wife of the late William J. McCormick; and

WHEREAS, LaVerne Erdman McCormick, devoted mother of Michael M. (Donna), Mary Alice (the late Gilbert) Rogers, Sister Rita (C.S.J.), Ruth Ann Roberts, William P. (Ruth), Patricia (Tom), Maureen (Donald) Preusser and the late Robert Joseph; and

WHEREAS, LaVerne Erdman McCormick, devoted grandmother and great-grandmother; and

WHEREAS, LaVerne Erdman McCormick, faithful sacristan of Nativity of Our Lord Church; and

WHEREAS, A cherished friend of many and a good neighbor to all, LaVerne Erdman McCormick 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 twenty-sixth day of March, 1996, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late LaVerne Erdman McCormick upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late LaVerne Erdman McCormick.

TRIBUTE TO LATE MRS. EVA MARIE MORIARITY.

WHEREAS, Eva Marie Moriarity passed away on Thursday, March 14, 1996, at the age seventy-two; and

WHEREAS, Eva Marie Moriarity, dearly beloved wife of Patrick J. Moriarity; and

WHEREAS, Eva Marie Moriarity, devoted mother of Sam (Shirley) Geraci and Susan (Rich) Weaver; and

WHEREAS, Eva Marie Moriarity, loving grandmother of Michelle (Joe), Sam, Jennifer, Shannon and Patrick; and

WHEREAS, Eva Marie Moriarity, fond great-grandmother of Nicole, Joey, Samantha and Dominic; and

WHEREAS, A cherished friend of many and a good neighbor to all, Eva Marie Moriarity 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 twenty-sixth day of March, 1996, do hereby extend to the family of the late Eva Marie Moriarity 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 Eva Marie Moriarity.

TRIBUTE TO LATE MR. WALTER RUDZIEWICZ.

WHEREAS, Walter Rudziewicz passed away on Tuesday, March 12, 1996, at the age of seventy-eight; and

WHEREAS, Walter Rudziewicz, beloved husband of Catherine (nee Clancy); and

WHEREAS, Walter Rudziewicz, loving father of Anna (Charles) Heery, Walter (Karen) Rudziewicz, Joseph (Karen) Rudziewicz and Jennifer Rudziewicz; and

WHEREAS, Walter Rudziewicz, loving grandfather of five; and

WHEREAS, A cherished friend of many and a good neighbor to all, Walter Rudziewicz 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 twenty-sixth day of March, 1996, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Walter Rudziewicz upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Walter Rudziewicz.

TRIBUTE TO LATE MR. WILLIAM SALAZAR.

WHEREAS, William Salazar passed away suddenly on Saturday, March 2, 1996, at the age of twenty-one; and

WHEREAS, William Salazar, loving son of Victoria Salazar (David) Mackowiak and William (Kathy) Kingston; and

WHEREAS, William Salazar, beloved brother of Anthony, Cera and Nicole; and

WHEREAS, William Salazar, loving grandson of Eugene (Marie) Kingston and the late Steve (the late Loretta) Salazar; and

WHEREAS, William Salazar, dear nephew and cousin to many; and

WHEREAS, A cherished friend of many and a good neighbor to all, William Salazar 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 twenty-sixth day of March, 1996, do hereby extend to the family of the late William Salazar our deepest condolences and most heartfelt sympathies upon their tragic loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late William Salazar.

CONGRATULATIONS EXTENDED TO BRIDGEPORT CATHOLIC
ACADEMY EIGHTH GRADE GIRLS VOLLEYBALL TEAM
ON WINNING 11TH WARD GIRLS GRAMMAR
SCHOOL VOLLEYBALL TOURNAMENT.

WHEREAS, Bridgeport Catholic Academy's Eighth Grade Girls Volleyball Team finished their 1995 -- 1996 season with a record of 26 -- 0; and

WHEREAS, Bridgeport Catholic Academy's Eighth Grade Girls Volleyball Team began its season by winning the 11th Ward Girls Grammar School Volleyball Tournament, and went on to win championships hosted by McGuane Park and McKinley Park; and

WHEREAS, Bridgeport Catholic Academy is located in the heart of the 11th Ward's Bridgeport community and is renowned for its outstanding academic and athletic programs; and

WHEREAS, The members of the 1995 -- 1996 Bridgeport Catholic Academy Girls Eighth Grade Volleyball team are Tricia Bozyk, Celeste Krishack, Mary Fran Palmisano, Tiffany Quesada, Lisa Vazzana, Lisa DiLoreto, Carolyn Zemar, Deanna Rachuy, Bredget Dillon, Alexis Morris and Marion Sceerey; and

WHEREAS, The coach of the Bridgeport Catholic Academy Girls Eighth Grade Volleyball Team is assistant principal Diane Geers; and

WHEREAS, The athletic achievement and team spirit of the 1995 -- 1996 Bridgeport Catholic Academy Girls Eighth Grade Volleyball Team will go down in the books as one of the finest in the history of the school; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, do hereby extend our heartiest congratulations to the members of the Bridgeport Catholic Academy Girls Eighth Grade Volleyball Team on their 26 -- 0 record; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Bridgeport Catholic Academy and its principal, Ms. Nona Barrientos.

*CONGRATULATIONS EXTENDED TO MCKINLEY PARK
COMMUNITY ON DEDICATION OF HENRY
WADSWORTH LONGFELLOW AUDITORIUM
ADDITION TO MCKINLEY PARK
BRANCH LIBRARY.*

WHEREAS, On Saturday, March 23, 1996, the dedication of the Henry Wadsworth Longfellow Auditorium of the McKinley Park Branch Library, 1901 West 35th Street, took place at 11:00 A.M.; and

WHEREAS, The naming of the Henry Wadsworth Longfellow Auditorium of the McKinley Park Branch Library recalls the presence of the Longfellow Elementary School, a Chicago public school which occupied the library's present site from 1880 to 1981; and

WHEREAS, Thousands of residents of the McKinley Park community were educated at the Longfellow Elementary School; and

WHEREAS, Acknowledged as the second oldest public school in Chicago, the Longfellow Elementary School was first known as the Lincoln Street and Douglass Avenue School, and later as the Brighton School, until it was finally named after Henry Wadsworth Longfellow, one of the most beloved and honored American poets of the nineteenth century; and

WHEREAS, The dedication of the Longfellow Auditorium took place under the direction of the Friends of the McKinley Park Library, with its charter members: Alma Baca, Annamarie Bara, Dr. Robert M. Bara, Stella M. Bara, Adeline M. Buehrer, Kathy Goshko, Carol Grek, Dolores Gunia, Dorothy Haltner, Evelyn Kalaczynski, George Kalaczynski, David Kluk, Lottie Kopacz, Violette Long, Martha L. Maciejewski, Holly McMahan, Janet McCarthy, Lynn McCarthy, Ruth H. Melchert, Pat Melske, Florence M. Nalepka, Eugene Pienta, Roy Pletsch, Alice Pudlo, Christine Pudlo, Reverend Robert J. Roll, Rhonda Rzeszutko, Catherine J. Sereda, Kathryn Setlak, Arthur H. Swanson and Jean B. Swanson, Archer Federal Savings

and Loan, Bigane Paving Company, Chicago Trans-Axle, Joseph Cichon Insurance Agency, Citibank, C. M. Fasan Florist, Productigear, Putlak's Trustworthy Hardware, Saints Peter and Paul Church, Sophie's Incorporated and Thrun's Dress Shop (deceased members: Sophia Arthur and Helen Pudlo); and

WHEREAS, The decision to name the auditorium after Henry Wadsworth Longfellow by the Friends of the McKinley Park Library is the most suitable and proper choice because of its historical relevance to the residents of the McKinley Park community; and

WHEREAS, The Henry Wadsworth Longfellow Auditorium will always remain a vibrant reminder to the residents of McKinley Park of this great American writer and of the school which bore his name; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, do hereby extend to the residents of the McKinley Park community and the patrons of the McKinley Branch Library our heartiest congratulations as they gather to celebrate the naming of the Henry Wadsworth Longfellow Auditorium; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Betty Jane Leonard, Head Librarian, McKinley Park Branch Library.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MRS. DOROTHY R. BATCHA.

WHEREAS, God in his infinite wisdom has called Dorothy R. Batcha 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; loving mother of Joan Egan-Batcha and Jim Batcha; devoted grandmother of Katrina, Cory, Amanda, Kimberly and Julia Batcha; fond sister of Bernard Hermann and Helen Stevens, Dorothy leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby express our sorrow on the death of Dorothy R. Batcha 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 Dorothy R. Batcha.

TRIBUTE TO LATE MRS. ALBINA C. BAVLSIK.

WHEREAS, God in his infinite wisdom has called Albina C. Bavlsik 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; dearest mother of Elsie McElligott and the late Helen; devoted grandmother of Michael, Richard and Jeanne McElligott; great-grandmother of Stacey, Kimberly and Kate McElligott; fond sister of Joseph Milawski and Molly Meles, Albina leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby extend our sorrow on the death of Albina C. Bavlsik 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 Albina C. Bavlsik.

TRIBUTE TO LATE MR. ANTHONY J. BELGARBO.

WHEREAS, God in his infinite wisdom has called Anthony J. Belgarbo 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 M.; loving father of Dolores Zotto, Loretta Miles and the late Robert; fond grandfather of six; great-grandfather of four; dear brother of Vincent, the late Mary Clemente, Ada DeLuca and Amelia Peccia, Anthony leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby extend our sorrow on the death of Anthony J. Belgarbo 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 Anthony J. Belgarbo.

TRIBUTE TO LATE MRS. CARMELLA CANTONE.

WHEREAS, God in his infinite wisdom has called Carmella Cantone 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 Cantone; loving mother of Salvatore Cantone; dear sister of Felice Giacomino, Vincent and Joseph Musco; fond sister-in-law of Concetta and Carmella Musco; cherished aunt of Joseph Musco, Graziella Conillio, Angela Musco, Graziella Riggio, Lina Capra, Pina Musco and Joseph M. Musco, Carmella leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby extend our sorrow on the death of Carmella Cantone 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 Cantone.

TRIBUTE TO LATE MRS. MARY E. DROZD.

WHEREAS, God in his infinite wisdom has called Mary E. Drozd 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 Barbara Roe, Catherine Corbin and Joseph; dearest grandmother of Brian, Jason and Kevin Roe and Daniel, Jodie, Michael, Katie, Jeremy and Matthew Drozd; fond sister of Victoria McHatton and the late Joseph and Stanley Pykosz, Mary leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby express our sorrow on the death of Mary E. Drozd 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 E. Drozd.

TRIBUTE TO LATE MR. FRANK GILARSKI.

WHEREAS, God in his infinite wisdom has called Frank Gilarski 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 Richard; fond brother of Jean Hutchinson, Helen Medwicki, Mildred Gareau, August, Walter and Charles, Frank leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby extend our sorrow on the death of Frank Gilarski 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 Frank Gilarski.

TRIBUTE TO LATE MR. MICHAEL S. GNIEDZIEJKO.

WHEREAS, God in his infinite wisdom has called Michael S. Gniedziejko 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 loving husband of Mary; dear father of Ronald, the late David and Jeffrey; grandfather of five; brother of the late John, Joseph, Stanley and Felix, Michael leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby extend our sorrow on the death of Michael S. Gniedziejko 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 Michael S. Gniedziejko.

TRIBUTE TO LATE MRS. ALBINA M. GUJA.

WHEREAS, God in his infinite wisdom has called Albina M. Guja 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; loving sister of Edward Penksa and Frances Meyer; also survived by Helen Berich, Linda Nielsen, Debra Meyer, Ray Meyer, Robert Meyer, Joan Rearick and Terry Trent, Albina leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby extend our sorrow on the death of Albina M. Guja 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 Albina M. Guja.

TRIBUTE TO LATE MR. WALTER B. KISALA.

WHEREAS, God in his infinite wisdom has called Walter B. Kisala 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 Agatha; loving father of Dorothy McAuley; dear grandfather of Adam and Elizabeth McAuley; fond brother of Stella Robak, Irene Kadas, Loretta Markovich and Clarence Kisala, Walter leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby extend our sorrow on the death of Walter B. Kisala 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 B. Kisala.

TRIBUTE TO LATE MR. EDWARD D. KURASH.

WHEREAS, God in his infinite wisdom has called Edward D. Kurash 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 Helen for fifty-six years; loving father of Helen Stypa and Edward L.; dear grandfather of Lisette, Nicole Griffin and Daniella; great-grandfather of Tyrus Edward; fond brother of George, the late Kathryn, Kasper, Stanley, John, Lawrence, Joseph and Frank, Edward 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 twenty-sixth day of March, 1996, do hereby extend our sorrow on the death of Edward D. Kurash 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 Edward D. Kurash.

TRIBUTE TO LATE MRS. ALICE M. MAITA.

WHEREAS, God in his infinite wisdom has called Alice M. Maita 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 loving wife of James A. Maita, Sr.; treasured mother of James, Jr., Salvatore, Joyce Armond, Mary Grace Hammel, Paula Shelton, Gina Gallagher, Anthony and the late Steven; devoted grandmother of David, Jr., Kimberly, Sean, Aaron, James, Ryan, Anthony, Jamie, Alicia, Joseph, Brian, Adam, John, Jr., Alexander, Meghan and Justin; adored great-grandmother of Karissa; loving sister of Mary Rose, Dolores, Raymond, Helen, the late Pauline and the late Albert; and beloved daughter of the late Joseph Franco, Alice leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby express our sorrow on the death of Alice M. Maita 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 Alice M. Maita.

TRIBUTE TO LATE MR. JAMES MARONTA.

WHEREAS, God in his infinite wisdom has called James Maronta 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 Phyllis; loving father of Albert and Thomas; dear grandfather of Michael, Matthew, Megan and the late Robert; fond brother of the late Alfred; and dear uncle to many, James leaves a legacy of faith, compassion, dignity, love and courage as James was a proud veteran of the United States Navy; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby

express our sorrow on the death of James Maronta 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 Maronta.

TRIBUTE TO LATE MR. FRANK R. MARTELLO.

WHEREAS, God in his infinite wisdom has called Frank R. Martello 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 Lucille; dear father of Mary Lou Cragg; devoted grandfather of Carissima and Kevin; cherished nanu of Patrick and Brian; loving brother of Eugene; and good friend of Bill W., Frank leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby express our sorrow on the death of Frank R. Martello 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 Frank R. Martello.

TRIBUTE TO LATE MRS. REGINA J. MCCAULEY.

WHEREAS, God in his infinite wisdom has called Regina J. McCauley 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 very special aunt of Lawrence F. Bickart, Joan Vargas, Norman Bickart, Joseph Bickart and the late George Bickart and Bernadette Carlson; sister-in-law of Margaret Bickart; and fond aunt to many, Regina leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby express our sorrow on the death of Regina J. McCauley 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 Regina J. McCauley.

TRIBUTE TO LATE MR. GERALD J. SHANAHAN.

WHEREAS, God in his infinite wisdom has called Gerald J. Shanahan 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 Josephine; loving father of Barbara Gniedziejko, Darlene Cisson, Diane Bolek, Geraldine Horath, Raymond and Michael; proud grandfather of Ronald, Robert, Tammie, James, Brian, Shannon, Andrew, Thomas, Gerald, Lauren, Margaret, Matthew, Peter, Jeffrey and Renee; great-grandfather of Audrey, Courtney, Justin and Jeremy; devoted son of the late Thomas and Mary Hale Shanahan; dear brother of the late Thomas Shanahan and Marian Noonan, Gerald leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby extend our sorrow on the death of Gerald J. Shanahan 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 Gerald J. Shanahan.

TRIBUTE TO LATE MRS. THERESA H. STEC.

WHEREAS, God in his infinite wisdom has called Theresa H. Stec 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; loving mother of Allan and Carol Shackleton; devoted grandmother of Joan, Michael, Anthony, Ashley Stec and Steven and Sharon Shackleton; dear sister of Mae Jacobi, Frank Landski, Josephine Weir, the late Steve Landski, Sophie Jaros and Ted Landski, Theresa leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby extend our sorrow on the death of Theresa H. Stec 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 Theresa H. Stec.

TRIBUTE TO LATE MR. MARTIN J. SWEENEY.

WHEREAS, God in his infinite wisdom has called Martin J. Sweeney 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 Kathleen; loving father of James, John, Martin and Sheila Sweeney; dear grandfather of Joseph, Kevin and James; fond brother of Patrick, Mary Madonna, Michael, Sheila O'Donohue and Una Moran, Martin leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby extend our sorrow on the death of Martin J. Sweeney 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 Martin J. Sweeney.

TRIBUTE TO LATE MR. WILLIAM G. TROY.

WHEREAS, God in his infinite wisdom has called William G. Troy 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 loving husband of JoAnn; beloved brother of Clem Troy, Sandy Czajka and the late Walter Trainauskas; loving uncle of Kim and Erik Troy, Amy and Brian Trainauskas, Debbie Measner, John Czajka and Lisa Engelbretson, William leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-sixth day of March, 1996, do hereby express our sorrow on the death of William G. Troy 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 William G. Troy.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. WILLIAM L. BRANSFIELD.

WHEREAS, William L. Bransfield has been called to eternal life by the wisdom of God at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, William L. Bransfield retired as a captain on March 27, 1988 after serving with distinction for thirty-four years in the Chicago Police Department; and

WHEREAS, For many of those years, William L. Bransfield served in the Youth Division of the Chicago Police Department and was a member of the Emerald Society; and

WHEREAS, Following in William L. Bransfield's footsteps, his son Michael Bransfield, and his daughter Kathleen Bransfield, also became Chicago police officers; and

WHEREAS, During World War II, William L. Bransfield served his country as a member of the United States Army Air Corps; and

WHEREAS, All who knew William L. Bransfield considered him a bright beacon of goodness and thoughtfulness toward others; and

WHEREAS, To his beloved wife, Helen Marie, and his children, William, Margaret Kathleen, Denise and Michael, William L. Bransfield imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twenty-sixth day of March, 1996, do hereby commemorate William L. Bransfield for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William L. Bransfield.

TRIBUTE TO LATE MR. JOHN P. BROWNE.

WHEREAS, John P. Browne has been called to eternal life by the wisdom of God at the age of sixty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, John P. Browne spent several years studying for the priesthood and earned a masters degree from Loyola University in Chicago; and

WHEREAS, After serving in the United States Army, John P. Browne was employed as a probation officer for the Cook County Juvenile Court in 1957; and

WHEREAS, John P. Browne was promoted to chief probation officer for the Cook County Juvenile Court in the mid-1980s and served with distinction until his retirement in 1993; and

WHEREAS, In the early 1980s, John P. Browne founded an annual fundraiser called Campfest to help send abused and neglected children to a camp in southern Illinois; and

WHEREAS, With unselfish devotion toward others, John P. Browne served as a board member of Catholic Charities and also served as president of the Saint Vincent DePaul Society for Saint Linus Parish in Oak Lawn; and

WHEREAS, John P. Browne was a faculty member of Moraine Valley Junior College and served on the boards of Young Men's Christian Association and Youth For Christ; and

WHEREAS, All who knew John P. Browne considered him a bright beacon of goodness and thoughtfulness toward others; and

WHEREAS, To his beloved wife, Maryclare, and his children, Timothy, Kevin, Colleen and Karen, John P. Browne imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twenty-sixth day of March, 1996, do hereby commemorate John P. Browne for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John P. Browne.

TRIBUTE TO LATE REVEREND ANTHONY A. DUDEK.

WHEREAS, The Reverend Anthony A. Dudek 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, The Reverend Anthony A. Dudek was a Bridgeport native, a decorated hero and a colonel in the United States Army; and

WHEREAS, The Reverend Anthony A. Dudek joined the service in 1938 and in seventeen tours of duty served as a chaplain in World War II, the Korean War and the Vietnam War; and

WHEREAS, Among his many honors, the Reverend Anthony A. Dudek received the Legion of Merit, the Joint Service Commendation Medal and the World War II Victory Medal; and

WHEREAS, The Reverend Anthony A. Dudek was named chaplain for all armed forces in the Caribbean command; and

WHEREAS, During the Vietnam War, the Reverend Anthony A. Dudek, was the oldest active-duty chaplain in the armed forces; and

WHEREAS, To all who knew the Reverend Anthony A. Dudek, he was considered a bright beacon of holiness and thoughtfulness toward others; and

WHEREAS, To his brother, Joseph and three sisters, Therese, Cecile and Rita, the Reverend Anthony A. Dudek imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twenty-sixth day of March, 1996, do hereby commemorate the Reverend Anthony A. Dudek for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Reverend Anthony A. Dudek.

TRIBUTE TO LATE MRS. ELLENOR DUERR.

WHEREAS, Ellenor Duerr has been called to eternal life by the wisdom of God at the age of ninety; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Ellenor Duerr was a retired officer in the Salvation Army who spent her entire life in the organization; and

WHEREAS, Both of Ellenor Duerr's parents were officers and pioneers in the Salvation Army; and

WHEREAS, Ellenor Duerr entered the Salvation Army training college in 1924 and was a lieutenant in the organization a year later; and

WHEREAS, In 1929, Ellenor Duerr married Salvation Army Captain Ray Thomas and they served as officers in Kansas and Western Missouri; and

WHEREAS, After her husband's death in 1947, Ellenor Duerr returned to Chicago and worked for the League of Mercy department, visiting the sick and prisoners of Cook County Jail; and

WHEREAS, In 1953, Ellenor Duerr married Salvation Army Brigadier George F. Duerr and they served together in Minneapolis, Minnesota where they operated a residence for young working women; and

WHEREAS, Ellenor and George F. Duerr returned to Chicago and retired in 1965; and

WHEREAS, To her beloved son, Ray, and three daughters, Evelyn, Elizabeth and Ruth, Ellenor Duerr imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twenty-sixth day of March, 1996, do hereby commemorate Ellenor Duerr for her grace-filled life and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ellenor Duerr.

TRIBUTE TO LATE DR. ROBERT FRUIN.

WHEREAS, Dr. Robert Fruin has been called to eternal life by the wisdom of God at the age of seventy; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Dr. Robert Fruin grew up in downstate El Paso, Illinois and went to school in a one-room school house; and

WHEREAS, After experiencing the death of his brother as a young boy, Dr. Robert Fruin decided to pursue a career as a doctor to unselfishly devote himself to helping others; and

WHEREAS, Dr. Robert Fruin worked for thirty-four years at Hines Veterans Hospital in Maywood, serving in various positions there including

WHEREAS, Anthony F. Loizzo was a well-respected and valued member of the Cook County Sheriff's Office and retired after thirteen years of devoted service; and

WHEREAS, To his cherished daughter, Camille, Anthony F. Loizzo imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-sixth day of March, 1996, do hereby commemorate Anthony F. Loizzo for his grace-filled life and do hereby extend our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Anthony F. Loizzo.

TRIBUTE TO LATE MR. PATRICK MCGOLDRICK.

WHEREAS, Patrick McGoldrick 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, Patrick McGoldrick was a retired policeman for the Chicago Police Department who served for many years helping the hearing-impaired; and

WHEREAS, Patrick McGoldrick worked for the Chicago Police Department's traffic safety section where he helped start a program for hearing impaired motorists who used sign language; and

WHEREAS, After his retirement from the Chicago Police Department in 1980, Patrick McGoldrick served as a volunteer at Palos Community Hospital where he assisted hearing-impaired people; and

WHEREAS, Patrick McGoldrick became the first signing Santa Claus for Carson Pirie Scott & Co. in its Loop store; and

WHEREAS, All who knew Patrick McGoldrick considered him a bright beacon of goodness and thoughtfulness toward others; and

WHEREAS, To his beloved wife, Betty, and children, Dennis, Thomas, Terrance, Karen Ann and Sandra, Patrick McGoldrick imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-sixth day of March, 1996, do hereby commemorate Patrick McGoldrick for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Patrick McGoldrick.

TRIBUTE TO LATE MRS. LORRAINE C. PRITZKER.

WHEREAS, Lorraine C. Pritzker has been called to eternal life by the wisdom of God at the age of seventy; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Lorraine C. Pritzker was a philanthropist, a social leader, and an active worker in cultural causes; and

WHEREAS, Lorraine C. Pritzker married her husband, the late A.N. Pritzker, the founder of the Hyatt hotel chain, on January 13, 1972 in a ceremony at his Lake Shore Drive home; and

WHEREAS, As a devoted couple, A.N. Pritzker and Lorraine C. Pritzker enjoyed many splendid and happy years together until his passing in 1986; and

WHEREAS, In devoted service to others, Lorraine C. Pritzker was a member of Cliff Dwellers and the Wendy Wills Cancer Fund and helped plan countless fund-raisers for charitable organizations; and

WHEREAS, Lorraine C. Pritzker was also a member of the Arts Club and served on the board of the Art Institute of Chicago; and

WHEREAS, All who knew Lorraine C. Pritzker considered her a bright beacon of hope and thoughtfulness toward others; and

WHEREAS, To her beloved stepsons, Jay and Robert, Lorraine C. Pritzker imparts a legacy of devotion, faithfulness and dignity; now, therefore,

chief of the spinal cord injury service unit and the gastroenterology section; and

WHEREAS, Following a special act of congress in 1990, the Hines Veterans Hospital named the Dr. Robert Fruin Spinal Cord Injury Residential Care Facility after Dr. Robert Fruin; and

WHEREAS, To all who know Dr. Robert Fruin, he was considered a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his beloved wife, Joan, and his four sons, Mark, Kevin, David and Peter, as well as his two daughters, Kathleen and Maria, Dr. Robert Fruin imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-sixth day of March, 1996, do hereby commemorate Dr. Robert Fruin for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Robert Fruin.

TRIBUTE TO LATE JOHN CARDINAL KROL.

WHEREAS, John Cardinal Krol 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, John Cardinal Krol headed the Roman Catholic Archdiocese of Philadelphia for twenty-seven years and was a pivotal figure in the American Church; and

WHEREAS, Pope John XXIII appointed the Reverend John Krol as Archbishop of Philadelphia in February, 1961; and

WHEREAS, Archbishop John Krol was among American prelates to attend the Second Vatican Council from 1962 to 1965 and helped revise many Catholic practices; and

WHEREAS, During the Second Vatican Council, Archbishop John Krol served as a member of the central coordinating committee; and

WHEREAS, Pope Paul VI elevated Archbishop John Krol to Cardinal in June, 1967; and

WHEREAS, All who knew John Cardinal Krol considered him to be a bright beacon of holiness and thoughtfulness toward others; and

WHEREAS, To the members of the Catholic Church, John Cardinal Krol imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-sixth day of March, 1996, do hereby commemorate John Cardinal Krol for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Cardinal Krol.

TRIBUTE TO LATE MR. ANTHONY F. LOIZZO.

WHEREAS, Anthony F. Loizzo has been called to eternal life by the wisdom of God at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Anthony F. Loizzo was a devoted parishioner of Our Lady of Mount Carmel Church in Melrose Park for more than fifty years; and

WHEREAS, Following family tradition, Anthony F. Loizzo served as head usher of Our Lady of Mount Carmel Church; and

WHEREAS, A lifelong Melrose Park resident, Anthony F. Loizzo served for twenty-eight years as president of the Melrose Park Library Board; and

WHEREAS, Anthony F. Loizzo was also a former president of the Proviso Township Democratic Organization; and

WHEREAS, In his professional life, Anthony F. Loizzo worked as a drapery installer until the age of sixty-two when Anthony F. Loizzo embarked on a second career as a deputy for the Cook County Sheriff's Department in Maywood; and

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-sixth day of March, 1996, do hereby commemorate Lorraine C. Pritzker for her grace-filled life and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lorraine C. Pritzker.

TRIBUTE TO LATE MR. MILTON J. SAMUELSON.

WHEREAS, Milton J. Samuelson has been called to eternal life by the wisdom of God at the age of sixty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As head of the Chicago Lighthouse for People Who Are Blind or Visually Impaired, Milton J. Samuelson became a nationally known innovator of programs for the blind; and

WHEREAS, A resident of Oak Park, Milton J. Samuelson served as the executive director of the Chicago Lighthouse for People Who Are Blind or Visually Impaired for twenty-six years; and

WHEREAS, Under the guidance of Milton J. Samuelson, the not-for-profit organization became nationally renown for its widely acclaimed programs and services including job placement for the blind and visually impaired; and

WHEREAS, Milton J. Samuelson was instrumental in creating the State of Illinois' first Supported Employment Program which gave additional training to the blind and visually impaired; and

WHEREAS, To all who knew Milton J. Samuelson, he was considered a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his beloved wife, Ramona, a son, Jeff, and daughters, Lisa, Jeri, Julie and Diana, Milton J. Samuelson imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-sixth day of March, 1996, do hereby commemorate Milton J. Samuelson for his grace-filled life and do hereby extend our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Milton J. Samuelson.

TRIBUTE TO LATE MR. PETER P. THOMAS.

WHEREAS, Peter P. Thomas 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, Peter P. Thomas served in the United States Navy and was active in the labor movement for forty years; and

WHEREAS, As a beer truck driver, Peter P. Thomas served as a union steward for Beverage Industry Employees Local 744, an affiliate of the Teamsters Union; and

WHEREAS, In 1976, Peter P. Thomas became president of Local 744 and upon his retirement in 1985 was also secretary-treasurer of Joint Council 25, which represents several unions; and

WHEREAS, Peter P. Thomas was a member of the American Legion and Elks Lodge 1596; and

WHEREAS, All who knew Peter P. Thomas considered him a bright beacon of goodness and thoughtfulness toward others; and

WHEREAS, To his beloved wife, Dorothy, and daughter, Susan, Peter P. Thomas imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twenty-sixth day of March, 1996, do hereby commemorate Peter P. Thomas for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Peter P. Thomas.

Presented By

ALDERMAN MURPHY (18th Ward):

**CONGRATULATIONS EXTENDED TO SOCIAL SECURITY
RETIREES CLUB ON ITS TWENTY-FIFTH
ANNIVERSARY.**

WHEREAS, On March 28, 1996, the Social Security Retirees Club and its many friends throughout the Chicagoland area will gather for the organization's twenty-fifth anniversary; and

WHEREAS, The Chicago City Council has been informed of this by Alderman Thomas W. Murphy; and

WHEREAS, Each year since its founding in April of 1971, the three hundred and seventy-two members of the Social Security Administration, Chicago Payment Center, have met to renew acquaintances and share their common interests; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our congratulations to the retirees of the Social Security Club; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Thomas Brodsky, member of the Social Security Retirees Club.

Presented By

ALDERMAN RUGAI (19th Ward):

**CONGRATULATIONS EXTENDED TO MS. MILDRED SKOGLUND
ON RECEIPT OF OUTSTANDING COMMUNITY
SERVICE AWARD FROM VANDERPOEL
IMPROVEMENT ASSOCIATION.**

WHEREAS, Mildred Skoglund has been presented the Outstanding Community Service Award by the Vanderpoel Improvement Association for her fifty years of dedicated service; and

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

WHEREAS, Mildred's hard work and commitment, since 1946, has been an invaluable contribution to the quality of the Vanderpoel Improvement Association and the community which it serves; and

WHEREAS, Mildred's long and distinguished career of service to the Vanderpoel Improvement Association has earned her the respect and admiration of her neighbors and friends and enabled her to enrich their lives in countless ways; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled the twenty-sixth day of March, 1996, do hereby pay tribute to Mildred Skoglund for fifty years of service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mildred Skoglund.

*CONGRATULATIONS EXTENDED TO DETECTIVE
JOSEPH F. GORMAN ON HIS RETIREMENT
FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, Joseph F. Gorman, Star Number 2515, has announced his retirement effective January 16, 1996, after more than thirty-eight years of dedicated service to the Chicago Police Department; and

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

WHEREAS, Detective Gorman began his career with the Chicago Police Department on July 1, 1957; and

WHEREAS, Detective Gorman was promoted to detective on May 1, 1961, assigned to Unit 630, Area 2; and

WHEREAS, Detective Gorman, during his long and distinguished career, has been recognized for fine police work, receiving the Unit Meritorious Performance Award in September of 1982, eight department commendations, thirty-four honorable mentions and twelve complimentary letters; and

WHEREAS, Detective Gorman always upheld the finest traditions of the Chicago Police Department and will always be respected for his character, intelligence and courage by those who served with him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-sixth day of March, 1996, do hereby congratulate and pay tribute to Detective Joseph F. Gorman for more than thirty-eight years of devoted service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Detective Joseph F. Gorman.

Presented By

ALDERMAN EVANS (21st Ward):

TRIBUTE TO LATE MR. MAJOR JAMES ANDERSON.

WHEREAS, Major James "Stuckie" Anderson was born November 15, 1916 in Gonzales, Louisiana. Major was the second of seven siblings; and

WHEREAS, His parents and three siblings preceded him in death; and

WHEREAS, He was baptized in the Roman Catholic faith as a young man; and

WHEREAS, Major served as a steward second class during World War II and was honorably discharged from United States Naval Amphibious Training Base at Fort Pierce, Florida on December 7, 1945; and

WHEREAS, Major later met and married Juanita R. Posey and through this union six children were born and together they raised nine children, one of whom Beverly (Edward), preceded her father in death; and

WHEREAS, Mr. Anderson was employed by United States Steel South Works Plant for thirty-four and one-half years and retired in 1979. He was also a member of Teamsters Local 65, Steelworkers Union; and

WHEREAS, "Stuckie" as he was affectionately called, departed this life on Monday, January 8, 1996; and

WHEREAS, Remaining to celebrate Major's life are his wife, Juanita; six sons, Jeffrey (Bettye), Major, Jr., Lester, Timothy, Sidney and Andrew; two

daughters, Lynne (Robert) and Susan; ten grandchildren, three brothers, and a host of very special relatives and many friends and acquaintances; now, therefore,

Be It Resolved, That on this twenty-sixth day of March, 1996, Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of Major James "Stuckie" Anderson in their entirety; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

TRIBUTE TO LATE MS. CATHERINE CALHOUN.

WHEREAS, Catherine Calhoun was born to the union of Mack and Parry Lee Hoskins, November 25, 1908 in Hawkinsville, Georgia; and

WHEREAS, She came to Chicago in the spring of 1926; and

WHEREAS, Catherine passed into eternity on January 24, 1996; and

WHEREAS, Catherine united in Christ early in life; she was a member of Mount Moriah Baptist Church. She served as a choir member for several years; and

WHEREAS, Catherine met and married Frank Calhoun in 1962. Frank was a widower and father of two children. Frank preceded her in death, January 4, 1979; and

WHEREAS, Catherine participated in a flower garden club with caring neighbors at Princeton Park Homes. She was awarded a prize and recognition every year; and

WHEREAS, Catherine leaves to enjoy her memories: son, Willie Frank (Eva); daughter, Julia; grandchildren, Katherine and Kyra; sister, Inez; brother, Dorsey; and a host of nieces, nephews, cousins and friends who wish to say you will be missed by each person whose lives you touched; now, therefore,

Be It Resolved, That on this twenty-sixth day of March, 1996, Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of Catherine Calhoun in their entirety; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

TRIBUTE TO LATE MRS. ARMENTER DAVIS.

WHEREAS, Armenter Davis was born June 8, 1923 in Wynn, Arkansas to the union of Reverend Anthony McConicka and Armanie Carter McConicka, the youngest of nine children; and

WHEREAS, Armenter confessed a hope in Christ at an early age and was baptized; and

WHEREAS, She was united in holy matrimony to Aron Davis on February 11, 1939 in Arkansas; and

WHEREAS, Armenter was a loving and devoted wife and mother; and

WHEREAS, On January 16, 1996 at 8:40 A.M. she departed this life in Mercy Hospital and Medical Center; and

WHEREAS, Armenter leaves to cherish fond memories: a loving and devoted husband, Aron Davis; four sons, Aron Davis, Jr. who preceded her in death, Ernest Davis (Veronica), LaStraza Davis (Deborah) and Raymond Davis; six daughters, Ginger (Melvin, Jr.) Thomas, Jeannie (Ralph) Porter, Beverly Davis, Bernadette (Herman) Hines, Anita Marie Davis, Marie Antoinette Davis, who expired at birth; twenty grandchildren; thirty-six great-grandchildren; one loving sister, Lizzie Bean of Memphis, Tennessee; one loving sister-in-law, Aunt Nieciey (Rudie); a brother-in-law, Uncle Ernest; and a host of nieces and nephews, cousins and many friends; now, therefore,

Be It Resolved, That on this twenty-sixth day of March, 1996, Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of Armenter Davis in their entirety; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

TRIBUTE TO MRS. WILLIE B. GRAY.

WHEREAS, Willie B. Gray was born on April 12, 1901 to Charlie and Laura Hale in West Point, Mississippi; and

WHEREAS, She completed her education at the Arkadelphia Academy School in Arkadelphia, Arkansas; and

WHEREAS, Willie B. accepted Christ as her lord and savior at an early age at the Mount Pleasant Baptist Church under the leadership of Reverend Dewitt Williams; and

WHEREAS, Upon moving to Chicago, she joined the Progressive Baptist Church under the leadership of the late Reverend Brown; and

WHEREAS, She met and joined in holy matrimony the late Henry Smothers; and

WHEREAS, Willie B. Gray made a transition from this life to eternal life on Sunday, November 5, 1995 at 10:00 P.M. in Mercy Hospital; and

WHEREAS, She leaves to cherish her memories: one brother, James R. Hale of Brinkley, Arkansas; two nephews, Edward Hatchett of Los Angeles, California and Gary Hatchett of Chicago, Illinois; two special cousins, Olivia Ryland and Susie Walker of Detroit, Michigan, other relatives and friends; now, therefore,

Be It Resolved, That on this twenty-sixth day of March, 1996, Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of Willie B. Gray in its entirety; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

TRIBUTE TO LATE MRS. JEAN BERNICE HILL.

WHEREAS, Jean Bernice Hill was born August 9, 1934 to the union of Mr. and Mrs. Charles E. Quarls, Sr.; and

WHEREAS, She grew up in Washington, D.C. where she attended a Catholic school; and

WHEREAS, As an adult, Jean moved to Chicago, Illinois, where she met and married Mr. Marcus Hill; and

WHEREAS, Jean accepted Christ early in her life and attended the Green Grove Baptist Church in Chicago; and

WHEREAS, She was a loving, joyful person, small in stature, but with a heart big enough to envelop the world; and

WHEREAS, Her loving concern for her family was always apparent, and extended outward to many, many people (her extended family); and

WHEREAS, Even in her last few hours, her concern was for her son and granddaughter; and

WHEREAS, She departed this life Monday morning, December 11, 1995 leaving to cherish precious memories: her beloved sons, James (Butch) and Robert (Bobby); six sisters, Thelma, Ruth, Nellie, Helen, Arrie and Virginia; two brothers, Jimmy and Charles, Jr. (Jeff); one sister-in-law, Debra; three grandchildren, Darelle, Cherita and Robin; nieces and nephews; one godchild, Channell Jeana Hunter, and a multitude of genuine loving friends; now, therefore,

Be It Resolved, That on this twenty-sixth day of March, 1996, Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of Jean Bernice Hill in their entirety; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

TRIBUTE TO LATE MS. THERESA MARIE JOHNSON.

WHEREAS, Theresa Marie Johnson was born on April 14, 1965, to Jermelda Merrifield; and

WHEREAS, Theresa attended Charles Drew and Frank Gillespie Elementary Schools and graduated from George Washington Carver High School in 1983; and

WHEREAS, She also attended the University of Illinois for two years; and

WHEREAS, While sleeping on Tuesday, December 5, 1995, Theresa was called home to be with the Lord; and

WHEREAS, Theresa has moved on to a better place, where there is no disease to control her. She is with the Lord in heaven; and

WHEREAS, She was always a good mother to her son, Lamar; and

WHEREAS, Theresa leaves to cherish her memories her mother, Jermelda; son, Lamar Brandon; and brother, Johnny; now, therefore,

Be It Resolved, That on this twenty-sixth day of March, 1996, Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of Theresa Marie Johnson in their entirety; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

TRIBUTE TO LATE MRS. REVA H. MCGARY.

WHEREAS, Reva H. McGary was born April 21, 1913 in Memphis, Tennessee, one of five children, to William and Alma Hegman; and

WHEREAS, In or about 1933, she married Lawrence W. McGary, her surviving spouse, and together they had thirteen children (nine boys and four girls); and

WHEREAS, In 1949 Reva and her husband moved to Chicago in search of greater opportunity and a more worthy environment for their children; and

WHEREAS, Over the next twenty-five years Reva successfully raised all of her children to maturity while at the same time pursuing her educational goals, coupled with owning and operating many small businesses; and

WHEREAS, Reva was a graduate of LeMoyne Junior College in Memphis in or about 1937 and later, after moving to Chicago with her family, she went on to complete many college courses in her never-ending endeavor to better herself and to set an example for her children; and

WHEREAS, Reva held several licenses and certificates in various vocations, i.e., the culinary arts, nursing, realty, cosmetology and auctioneering. As a result of the exemplary examples Reva set for her children in the area of education, all of them went on to complete high school, many of them went on to institutions of higher education to secure vocational training or various academic degrees; and

WHEREAS, While Reva had work experience as an employee in nursing and sales, upon her retirement, she also had over forty years of experience in owning and operating numerous small businesses, i.e., restaurants, grocery stores, novelty shops and real estate properties. Here too she set an exemplary example; and

WHEREAS, As early as 1935, she and her husband showed novelty in the area of customer service when they named their first restaurant "In A Minute"; and

WHEREAS, Reva's unselfish and never-ending sacrifice over the years on behalf of the needy is also worthy of comment. She frequently took into her home the homeless and anybody's child that was in need of love and compassion; and

WHEREAS, Her many examples of exemplary and model humanitarian behavior and goodwill toward others provided the catalyst for many humanitarian endeavors on the part of several of her children when the need arose to champion such cause; and

WHEREAS, Reva will indeed be missed and is survived by nine of her children and fifty plus grand and great-grand children; now, therefore,

Be It Resolved, That on this twenty-sixth day of March, 1996, Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of Reva H. McGary in its entirety; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

TRIBUTE TO LATE MS. DORIS ARLENE BLAKE-MC KISSIC.

WHEREAS, Doris Arlene Blake-McKissic was born February 28, 1934 in Cotton Plant, Arkansas to the union of Reverend Robert and Fannie Blake; and

WHEREAS, She accepted Christ as her lord and savior at an early age; and

WHEREAS, She worshipped at Ash Grove Baptist Church in Cotton Plant and later became an active and devoted member of New Friendship Baptist Church in Chicago, Illinois; and

WHEREAS, After relocating to Chicago she married Matthew N. McKissic, Jr. and from this union Reginald and Vivian were born; and

WHEREAS, To those of us who knew and loved Doris (Gunghi), her door was always open. Her generosity and compassion will remain in our hearts forever; and

WHEREAS, Our beloved Doris, who was always the wind beneath our wings, made her transition on September 5, 1995; and

WHEREAS, She leaves to rejoice in her memories: one son, Reginald; one daughter, Vivian; and eight grandchildren: the oldest to the youngest, Rashaunda, Brian, Bobby, Siobhan, Xavier, Blake, Diamond (Little Gunghi) and Crystal; one daughter-in-law, Deborah; and one son-in-law, Bobby; three brothers, Roy Blake (Willie), L.T. Blake (A.T.) and the Reverend Aubrey Blake (Walker); one sister, Earlene Hamilton; a loving niece and sister-in-law, Lustine; and a host of nieces, nephews, cousins, family and friends; now, therefore,

Be It Resolved, That on this twenty-sixth day of March, 1996, Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of Doris Arlene Blake-McKissic in its entirety; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

TRIBUTE TO LATE MR. P. L. PATTERSON.

WHEREAS, P.L. Patterson was born to Mary Ruffin Patterson and P.L. Patterson, Sr. on January 22, 1924 in Karnack, Texas. He was one of seven children; and

WHEREAS, He served as a cook in the United States Navy until honorably discharged in 1945; and

WHEREAS, He came to Chicago, Illinois and worked at Campbell Soup Company in 1945. He started out as shop steward and from shop steward went on to become division secretary of Local 194 at Campbell Soup. He was later elected secretary treasurer of Local 194 AFL-CIO. He held that position for many years until his retirement on September 1, 1988; and

WHEREAS, P.L. married Bertha Robinson on October 12, 1950; and

WHEREAS, They were blessed with two children, Preston Patterson and Sharon B. Jones, who in turn blessed them with two grandchildren, Christine and David Jones; and

WHEREAS, P.L. will be missed by the large number of family and friends whose lives he touched; and

WHEREAS, P.L. had two brothers who preceded him in death, Leroy and S.B.. He leaves to cherish his memory four sisters, Margaret, Bennie, Ernestine, and Nellie; first cousin, Roy J. Patterson, living in Texas; and a host of other family members also living in Texas; now, therefore,

Be It Resolved, That on this twenty-sixth day of March, 1996, Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of P.L. Patterson in its entirety; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

TRIBUTE TO LATE MR. JIMMY SHUFORD.

WHEREAS, Jimmy Shuford was born October 20, 1920 to Mr. and Mrs. Alfred Shuford, in Birmingham, Alabama; and

WHEREAS, Mr. Shuford went into the United States Army and was honorably discharged in 1945; and

WHEREAS, In the early 1960s Jimmy Shuford joined in matrimony with Ada Ballinger-Shuford, who preceded him in death; and

WHEREAS, He leaves to mourn one brother, Willie Johnson and one sister, Doris Murray, who also preceded him in death; and

WHEREAS, Jimmy Shuford leaves to cherish many beautiful memories: one daughter, Elaine Whitaker; four grandchildren, Harrell, Jeffery, Monica and Latrece; one son, Anthony Ballinger; one granddaughter, Chelsea; five chosen children, Dwight, David, Daryle, Eric and Gwendolyn Williams; ten other chosen grandchildren; and a host of family and friends who will miss him deeply, now, therefore,

Be It Resolved, That on this twenty-sixth day of March, 1996, Mayor Richard M. Daley and the entire Chicago City Council extend their deepest sympathies to the bereaved family of Jimmy Shuford; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

TRIBUTE TO LATE MR. CHARLES EDWARD TAYLOR.

WHEREAS, Charles Edward Taylor was one of seven children born on April 4, 1937 in Chicago, Illinois to Colbert and Essie Mae Taylor, who along with Colbert Taylor, Jr., preceded Charles in death; and

WHEREAS, Charles graduated from Gillespie Elementary School and Tilden High School in Chicago; and

WHEREAS, In 1960, he graduated from Roosevelt University with a Bachelor of Science degree in accounting; and

WHEREAS, He was immediately drafted into the United States Army where he served two years and received an honorable discharge as a corporal. He also served in the Army Reserve for an additional two years; and

WHEREAS, On December 25, 1960 Charles married Margaret Jean Criddell and unto this union two children were born, Margaret Lorraine Taylor and Charles Michael Taylor; and

WHEREAS, Charles was employed by the City of Chicago with the Department of Streets and Sanitation for seventeen years. He served as the 21st Ward coordinator until his death; and

WHEREAS, Charles was a Cub Scout leader and a member of the Men's Club for many years at Resurrection Lutheran Church. During this period, he also served as the treasurer and financial secretary for both groups; and

WHEREAS, Charles was also a board member of the 95th Street Old Timers Club; and

WHEREAS, Charles was called to his eternal rest on Sunday, January 28, 1996; and

WHEREAS, He left to cherish many beautiful memories, his loving wife, Margaret Jean Taylor; his daughter and son, Margaret Lorraine and Charles Michael Taylor; one brother; four sisters; one aunt; his father-in-law; his brother-in-law; a host of nieces, nephews and other relatives and friends; now, therefore,

Be It Resolved, That on this twenty-sixth day of March, 1996, Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of Charles Edward Taylor in their entirety; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

TRIBUTE TO MR. HAROLD DONALD WILLIAMS.

WHEREAS, Mr. Harold Donald Williams, the youngest of four children, was born April 6, 1930 to the union of Tommie and Tinnie Williams in Cotton Plant, Arkansas; and

WHEREAS, Four years later his father died and his mother remarried Willie Allen; and

WHEREAS, Donald graduated from high school in 1950 in St. Louis, Missouri; and

WHEREAS, In 1952 Harold met and married Ms. Iola Harrien of Prentis, Mississippi and to this union four children were born; and

WHEREAS, He entered into the United States Army in 1953 and served in the Korean War, where he was honorably discharged in 1955; and

WHEREAS, Harold worked for Victor Casket Company and later for the Chicago Transit Authority for twenty-four years until his retirement in 1991; and

WHEREAS, He demonstrated his undying love to his wife for forty-three years; and to his children, he left a legacy of love, joy and wisdom; and

WHEREAS, Harold departed this life on November 6, 1995. He was preceded in death by his parents; brother, Tommy Williams; and one daughter, Rochelle Williams; and

WHEREAS, His memory will be cherished by his wife, Iola; three daughters, Renee Poole, Paulette Williams, and LaTasha Young; one granddaughter, Shanicka Williams, all of Chicago, Illinois; two sisters, Mable Long and Mildred Barton of New York; two sons-in-law, Freddie Poole and Micah Young; and a host of nieces, nephews, other relatives and friends; now, therefore,

Be It Resolved, That on this twenty-sixth day of March, 1996, Mayor Richard M. Daley and the Chicago City Council extend their deepest sympathies to the bereaved family of Harold Donald Williams in its entirety; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

**GRATITUDE EXTENDED TO MR. ROBERT MATURA FOR
TWENTY-FIVE YEARS OF DEDICATED PUBLIC
SERVICE WITH OFFICE OF CITY CLERK.**

WHEREAS, Robert Matura is observing twenty-five years as a dedicated and faithful employee in the City of Chicago City Clerk's Office; and

WHEREAS, Robert Matura represents the highest standard of public service and has contributed greatly to the efficiency of the City Clerk's Office during five administrations; and

WHEREAS, A devoted family man, Robert Matura and his lovely wife, Carol, have four children and five grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do express our gratitude and our congratulations to Robert Matura in recognition of his twenty-five years of outstanding public service, and extend to this fine citizen our best wishes for continuing happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Robert Matura.

*CONGRATULATIONS EXTENDED TO
MRS. VICTORIA RACINA RICCA
ON HER NINETIETH
BIRTHDAY.*

WHEREAS, Her friends and family are gathering June 12, 1996 to honor Victoria Racina Ricca on her ninetieth birthday; and

WHEREAS, As Victoria Racina Ricca enters a new decade, the leaders of this great City take this opportunity to wish her continuing "love" from her family, and good health; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do hereby salute Victoria Racina Ricca on the occasion of her ninetieth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Victoria Racina Ricca.

*CONGRATULATIONS EXTENDED TO THOMAS AND
MARY MORRELL ON THEIR FIFTIETH
WEDDING ANNIVERSARY.*

WHEREAS, Mr. and Mrs. Thomas David Morrell, outstanding citizens of Chicago's great southwest side, are celebrating fifty golden years of wedded bliss on May 4, 1996; and

WHEREAS, Thomas Morrell and the former Mary Lee were joined in holy matrimony on May 4, 1946, and in the intervening years their love, commitment and devotion to each other have prospered and exemplified the strength and solidity of family life; and

WHEREAS, Mary and Thomas Morrell celebrate this great occasion with their six sons, Michael, Richard, Gerald, Daniel, Thomas and Gene, and with their fifteen grandchildren, nine great-grandchildren, other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do hereby express our heartiest congratulations and best wishes to Mr. and Mrs. Thomas David Morrell in recognition of their golden wedding

anniversary, and we extend to this fine couple our very best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Thomas David Morrell.

**CONGRATULATIONS EXTENDED TO SAINT CAMILLUS PARISH
ON ITS SEVENTY-FIFTH ANNIVERSARY.**

WHEREAS, Saint Camillus Parish, on Chicago's great southwest side, was established in 1931 and thus is celebrating seventy-five years of outstanding spiritual leadership in its grateful community; and

WHEREAS, Saint Camillus Parish has been a vital presence and inspiration in community growth and spiritual prosperity and continues to prevail in giving an ever-present moral standard that is an integral factor in our society; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do hereby express our congratulations to Saint Camillus Parish on its seventy-fifth diamond jubilee anniversary, and we extend to its leaders and members 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 Saint Camillus Parish.

Presented By

ALDERMAN OCASIO (26th Ward):

TRIBUTE TO LATE MR. GRACIANO LÓPEZ.

WHEREAS, God in his infinite wisdom has called to his eternal reward Graciano López, beloved citizen and friend, February 23, 1996; and

WHEREAS, Born December 26, 1919, in Utuado, Puerto Rico, Graciano López moved to Chicago as a teenager. He attended Wells High School and

continued his academic career by attending Malcolm X College and Roosevelt University majoring in political science with a minor in sociology; and

WHEREAS, Graciano López was a respected Puerto Rican leader whose commitment to promote the Puerto Rican culture and the education of his community served as his main incentive through his professional, personal and civic participation; and

WHEREAS, Mr. López's drive to maintain the Puerto Rican heritage alive established him as the first president of the Puerto Rican Parade Committee in 1965. As an educator and as an activist his work was not limited to the enhancement of our culture, but to the socio-economic development and to the political empowerment of his countrymen; and

WHEREAS, Graciano López was the first Latino to run for alderman of the 26th Ward in February, 1971 and in November, 1974 was candidate for County Commissioner; and

WHEREAS, Mr. López's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, A versatile, caring man, Graciano López was a respected leader, and had many friends. Besides them he leaves to mourn his loving daughters and three grandchildren and other relatives; and

WHEREAS, Mr. López 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 twenty-sixth day of March, 1996, do hereby commemorate Graciano López for his fruitful life and for his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the López family.

CONGRATULATIONS EXTENDED TO COQUI TV ON
ITS EIGHTH ANNIVERSARY.

WHEREAS, Coqui TV, a cable production, observed its eighth anniversary on March 8, 1996; and

WHEREAS, Coqui TV's programming promotes our community's social and cultural events; and

WHEREAS, Che Maldonado has always strived to work for the Puerto Rican/Latino community, providing his instrumental services to showcase the events of our heritage, facilitating knowledge and traditions; and

WHEREAS, The festivities for Coqui TV's eighth anniversary included an evening of cultural celebration held at Hank's Old San Juan Restaurant, featuring Caribbean music, its program viewers and invited dignitaries; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here, the twenty-sixth day of March, 1996, do hereby extend to Coqui TV, Che Maldonado, its staff and its patrons, our sincerest congratulations upon its eighth anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Coqui TV.

Presented By

ALDERMAN E. SMITH (28th Ward):

**WOMEN IN THE SOUTHSIDE HEALTH (W.I.S.H.) PROJECT
COMMENDED FOR PARTICIPATION IN STUDY
ON MID-LIFE HEALTH ISSUES.**

WHEREAS, The Women In the Southside Health (W.I.S.H.) Project is an exciting new study aimed at understanding health changes of women at mid-life; and

WHEREAS, The W.I.S.H. Project is Chicago's participation in the Study of Women's Health Across the Nation, the first large-scale national study to examine the health of women in their 40s and 50s; and

WHEREAS, The W.I.S.H. Project begins in 1996 as an integral part of the Study of Women's Health Across the Nation (S.W.A.N.), which is a five-year, 17.5 Million Dollar program tracking the health of 3,200 African-American, Asian, Caucasian and Hispanic women at seven sites nationwide; and

WHEREAS, This year, researchers at Rush-Presbyterian-St. Luke's Medical Center will invite a select group of women between the ages of 40

and 55 from Chicago's Beverly and Morgan Park communities to participate in the W.I.S.H. Project, which this month is unveiling its offices at 9730 South Western Avenue; and

WHEREAS, Women in their 30s are at low risk for heart disease, cancer and other diseases. Beginning at age fifty-five, however, women's risks increase dramatically. The W.I.S.H. Project will randomly select 800 African-American and Caucasian women from Chicago's south side to determine the psychological, physical, social and cultural influences which might contribute to this marked increase in health risks. The leaders of this City are cognizant of the importance of the W.I.S.H. Project, and of any findings of the Study of Women's Health Across the Nation, which lead to understanding and alleviation of women's health problems; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby call public attention to the Women in the Southside Health (W.I.S.H.) Project, which is an integral part of the Study of Women's Health Across the Nation, the four-year study of women in mid-life; and we voice our hopes and our confidence for the success of this exciting new project; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Rush-Presbyterian-St. Luke's Medical Center and the W.I.S.H. Project.

Presented By

ALDERMAN WOJCIK (30th Ward):

**CONGRATULATIONS EXTENDED TO MR. MATTHEW R.
CEBULAK ON ACHIEVING RANK OF
EAGLE SCOUT.**

WHEREAS, Matthew Cebulak graduated from Saint Ferdinand School in June, 1993; and

WHEREAS, Matthew Cebulak is a junior at Saint Patrick High School; and

WHEREAS, Matthew Cebulak joined scouting as a cub scout at Saint Ferdinand Church Pack 3051; and

WHEREAS, Matthew Cebulak, progressed through the scouting ranks in Saint Ferdinand's Troop 51 where he served in several leadership positions and participated in service projects in his community; and

WHEREAS, The leaders and scouts of Troop 51 are proud that Matthew Cebulak has diligently climbed the scouting trail and the rank of Eagle Scout will be confirmed on him at a Court of Honor on April 14, 1996 at Saint Ferdinand's Church; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, on this twenty-sixth day of March, 1996, A.D., do hereby express our congratulations to Matthew R. Cebulak for his outstanding dedication and service to the Scouts, his community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Matthew Cebulak.

*CONGRATULATIONS EXTENDED TO MR. LUIS GILBERT CRESPO
ON ACHIEVING RANK OF EAGLE SCOUT.*

WHEREAS, Luis Gilbert Crespo graduated from Saint Patrick High School in June 1995; and

WHEREAS, Luis Gilbert Crespo is a freshmen at Wright College; and

WHEREAS, While in high school, Luis Gilbert Crespo participated in many clubs and was a member of the soccer team; and

WHEREAS, Luis Gilbert Crespo plans on pursuing a career in nursing upon graduation from college; and

WHEREAS, Luis Gilbert Crespo has participated in the scouting program since 1984, when he joined Cub Scout Pack 3051 at Saint Ferdinand's Church; and

WHEREAS, Luis Gilbert Crespo progressed through the scouting ranks in Troop 51 of Saint Ferdinand's Parish where he served in several leadership positions and participated in service projects to his community; and

WHEREAS, The leaders and scouts of Troop 51 are proud that Luis Gilbert Crespo has diligently climbed the scouting trail and the rank of Eagle Scout will be conferred on him at a Court of Honor on April 14, 1996 at Saint Ferdinand's Church; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this the twenty-sixth day of March, 1996, A.D., do hereby express our congratulations to Luis Gilbert Crespo for his outstanding dedication and service to the Scouts, his community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Luis Gilbert Crespo.

*CONGRATULATIONS EXTENDED TO MR.
JONATHAN EDWARD GALAS ON
ACHIEVING RANK OF
EAGLE SCOUT.*

WHEREAS, Jonathan Edward Galas graduated from Notre Dame High School for Boys, Niles, Illinois in June 1995; and

WHEREAS, While in high school, Jonathan Edward Galas participated in many activities, including the Cross and Anchor Club, and was a member of the hockey team; and

WHEREAS, Jonathan Edward Galas is a freshmen at Oakton Community College and plans to pursue a career as an accountant; and

WHEREAS, Jonathan Edward Galas has participated in the scouting program since 1984, when he joined Cub Scout Pack 3051 at Saint Ferdinand's Church; and

WHEREAS, Jonathan Edward Galas progressed through the scouting ranks in Troop 51 of Saint Ferdinand's Parish where he served in several leadership positions and participated in service projects to his community; and

WHEREAS, The leaders and scouts of Troop 51 are proud that Jonathan Edward Galas has diligently climbed the scouting trail and the rank of Eagle Scout will be conferred on him at a Court of Honor on April 14, 1996 at Saint Ferdinand's Church; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this the twenty-sixth day of March, 1996, A.D., do hereby express our congratulations to Jonathan Edward Galas for his outstanding dedication and service to the Scouts, his community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Jonathan Edward Galas.

*CHICAGO POLICE OFFICERS RICHARD SANCHEZ AND
ANNE SULLIVAN HONORED FOR HEROISM
DURING FIRE AT 4618 NORTH
SHERIDAN ROAD.*

WHEREAS, On the twenty-fifth day of October 1994, Chicago Police Officers Richard Sanchez and Anne Sullivan of the 23rd Chicago Police District responded to a call of a fire at 4618 North Sheridan Road, and immediately assisted in crowd control due to the fact that the fire was in a twenty-three story apartment building; and

WHEREAS, While on the scene Officer Sullivan observed a woman holding two children out of an eighteenth floor window screaming for someone to catch her children; and

WHEREAS, Officers Sanchez and Sullivan realized that if the mother dropped her two children it could result in a tragedy; and

WHEREAS, Officers Sanchez and Sullivan informed the fire officer of the situation, who then attempted to contact his fire fighters on the adjacent floors to no avail; and

WHEREAS, Officers Sanchez and Sullivan then entered the building, took the elevator to the fourteenth floor and ran up four flights of stairs to the eighteenth floor; and

WHEREAS, Due to the heavy smoke the officers crawled and found the apartment where the mother and children were, finding the mother overcome by smoke and the children attempting to climb out of the window to escape the smoke; and

WHEREAS, Officer Sanchez lifted the mother and handed her to Officer Sullivan, then took the children in his arms, and they walked down four flights of stairs to the fourteenth floor, took the elevator to the ground floor where ambulances were awaiting them; and

WHEREAS, Due to the heavy inhalation of smoke, Officers Sanchez and Sullivan were taken by the paramedics to Weiss Memorial Hospital for treatment; and

WHEREAS, Officer Richard Sanchez (Star No. 7356) of the 23rd Chicago Police District for twelve years, is a lifelong resident of the northwest side of Chicago, married for ten years to Linda, and a father of Heather, age 9 and William, age 7; and

WHEREAS, Officer Anne Sullivan (Star No. 15130) of the 23rd Chicago Police District for seven years, is a lifelong resident of the northwest side of Chicago, and mother of three children, Philip, age 15, Richard, age 13 and Steven, age 11; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council, assembled this twenty-sixth day of March, 1996, A.D., express our deepest and sincerest respect and admiration to Police Officers Richard Sanchez and Anne Sullivan for their heroic acts of courage in risking their own lives to save the lives of fellow human beings; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Police Officers Richard Sanchez and Anne Sullivan.

**CONGRATULATIONS EXTENDED MR. ANTHONY V. STEFANIAK
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Anthony V. Stefaniak graduated from Saint Patrick High School in June 1995; and

WHEREAS, Anthony V. Stefaniak is a freshman at Oakton Community College; and

WHEREAS, While in high school, he participated in many activities and was a member of the football team; and

WHEREAS, Anthony V. Stefaniak has participated in the scouting program since 1984 when he joined Cub Scout Pack 3051 of Saint Ferdinand's Church; and

WHEREAS, Anthony V. Stefaniak progressed through the scouting ranks in Troop 51 of Saint Ferdinand's Parish, where he served in several leadership positions and participated in service projects to his community; and

WHEREAS, The leader and scouts of Troop 51 are proud that Anthony V. Stefaniak has diligently climbed the scouting trail and the rank of Eagle

Scout will be conferred on him at a Court of Honor on April 14, 1996 at Saint Ferdinand's Church; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby on this twenty-sixth day of March, 1996, A.D., express our congratulations to Anthony V. Stefaniak for his outstanding dedication and service to the Scouts, his community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Anthony V. Stefaniak.

Presented By

ALDERMAN BANKS (36th Ward):

**CONGRATULATIONS EXTENDED TO MR. BOB GREENE
ON BEING NAMED RECIPIENT OF 1996
DANTE AWARD.**

WHEREAS, The Dante Award was established by the Joint Civic Committee of Italian Americans, an umbrella organization made up of more than forty civic organizations in the Chicago area, to extend recognition annually to an individual in the mass media or communications field who has exemplified Dante's Credo, "never be a timid friend to truth", and also one who has fostered excellent human relations; and

WHEREAS, Bob Greene, syndicated columnist, best-selling author, network TV correspondent and national magazine writer has been named Dante Award recipient for 1996. This prestigious award will be presented by the Joint Civic Committee of Italian Americans at the Dante Award Luncheon on Wednesday, April 24, 1996; and

WHEREAS, Bob Greene is a writer of scope and vision who with equal zeal and professionalism has covered presidential campaigns, cattle drives, rock 'n roll tours and a myriad of topics which have captivated an enormous readership. He has published probing, thoughtful interviews with such diverse figures as Patricia Hearst while she was still in prison, Richard Nixon after he resigned from the presidency, and mass murderer Richard Speck. His newspaper work has earned him numerous awards, including the National Headliner Award and the Peter Lisagor Award for "exemplary journalism" and an Emmy nomination for his TV reporting; and

WHEREAS, The author of nine books, including the best-sellers "Be True to Your School" and "Good Morning, Merry Sunshine", Bob Greene has been a fixture in Chicago journalism since he joined *The Chicago Sun-Times* in 1969. Two years later he had a daily column. He moved to *The Chicago Tribune* in 1978, and now his column for that paper is syndicated to 200 other newspapers throughout the United States. In addition, he is a contributing correspondent for "ABC News Nightline" and a contributing editor for *Esquire Magazine*; and

WHEREAS, Bob Greene continues to reach and enlighten untold thousands on a daily basis and exemplifies the highest standards in communications. The Joint Civic Committee of Italian Americans has shown great perception in citing Bob Greene as a courageous and faithful "friend to truth"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do hereby congratulate Bob Greene on having been chosen to receive this year's Dante Award, and extend to this outstanding Chicago citizen and journalist our very best wishes for continued prosperity and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Bob Greene.

Presented By

ALDERMAN LAURINO (39th Ward)

TRIBUTE TO LATE MR. MATTHEW MORGAN CHAMBERS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Matthew Morgan Chambers, beloved citizen and friend; and

WHEREAS, Matthew Morgan Chambers was a vital and active member of Chicago's great northwest side community and will be sorely missed. He leaves to mourn his loving parents, John and Eileen; his brother, Noel; his sister, Beth; and a host of other relatives and friends; and

WHEREAS, Matthew Morgan Chambers 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 twenty-sixth day of March, 1996, A.D., do hereby express our sorrow on the death of Matthew Morgan Chambers, 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 Matthew Morgan Chambers.

CONGRATULATIONS EXTENDED TO DOROTHY AND
SIDNEY FRIEDMAN ON THEIR FIFTIETH
WEDDING ANNIVERSARY.

WHEREAS, Dorothy and Sidney Friedman, outstanding citizens of Chicago's great north side, are celebrating fifty years of wedded bliss together on March 31, 1996; and

WHEREAS, Both Dorothy and Sidney are longtime Chicago citizens; and

WHEREAS, Both Dorothy and Sidney were employed by Bankers Life and Casualty for many years. Sidney, a veteran of World War II, is an active member of V.F.W. Post Number 235, while Dorothy is the president of the Ladies Auxiliary; and

WHEREAS, Dorothy and Sidney Friedman symbolize the strength and solidity of family life, and they celebrate this great occasion with their son, Robert and his wife, Paula; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, do hereby offer our heartiest congratulations to Dorothy and Sidney Friedman on their fiftieth wedding anniversary March 31, 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 Sidney and Dorothy Friedman.

CONGRATULATIONS EXTENDED TO DR. J. FRED MAC DONALD
ON HIS RETIREMENT FROM NORTHEASTERN
ILLINOIS UNIVERSITY.

WHEREAS, Dr. J. Fred MacDonald has announced his retirement as a professor of History at Northeastern Illinois University following twenty-seven years of dedicated service to the people, young and old, of the City of Chicago; and

WHEREAS, Dr. J. Fred MacDonald may now spend quality time with his lovely wife, Leslie; and

WHEREAS, Dr. J. Fred MacDonald is the author of six books and numerous articles on the social impact of radio and television in the United States. He has lectured in France, Italy, England and Canada and is internationally recognized as an expert in the history of American broadcasting. He was named Distinguished Professor at Northeastern Illinois University for 1992 -- 1993. He was the curator of the Museum of Broadcast Communications in Chicago during its first five years of existence. He has also amalgamated one of the nation's largest archives of historically significant films, which he now operates in Chicago as a commercial corporation serving TV news, documentary and movie-makers around the world; and

WHEREAS, The leaders of this great City are cognizant of the debt owed those who so selflessly dedicate themselves to the education of people not only in this great City, but around the world; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do hereby express our gratitude and our congratulations to Dr. J. Fred MacDonald as he retires from an outstanding twenty-seven year career of service to the people of this great City, and we extend to him and his family our very best wishes for continuing happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. J. Fred MacDonald.

CONGRATULATIONS EXTENDED TO
MARY PAT AND ROBERT MOLLOY
ON BIRTH OF THEIR SON,
DANIEL VINCENT MOLLOY.

WHEREAS, On December 9, 1995, a new citizen came into the world,

Daniel Vincent Molloy, son of Mary Pat and Robert Molloy, and new brother to Robert, Jr., Mary Jen, Patrick, Kathleen, Margaret, Kormac and Martin, all 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 twenty-sixth day of March, 1996, A.D., do hereby congratulate Mr. and Mrs. Robert Molloy on the birth of their son, Daniel Vincent, December 9, 1995, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Robert Molloy.

*CONGRATULATIONS EXTENDED TO MR. AND MRS.
MOHAMMED MUNSHI ON BIRTH OF THEIR
CHILD, MOHSIN MUNSHI.*

WHEREAS, On January 7, 1996, a new citizen came into the world, Mohsin Munshi, beloved child of Mr. and Mrs. Mohammed Munshi, 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 twenty-sixth day of March, 1996, A.D., do hereby congratulate Mr. and Mrs. Mohammed Munshi on the birth of their child, Mohsin, January 7, 1996, and extend to this fine family our best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Mohammed Munshi.

*CONGRATULATIONS EXTENDED TO DAVID
AND GLORIA SARI ON THEIR FIFTIETH
WEDDING ANNIVERSARY.*

WHEREAS, Dave and Gloria Sari, outstanding citizens of Chicago's great north side, celebrated fifty years of wedded bliss together on February 24, 1996; and

WHEREAS, Both Dave and Gloria are lifelong Chicago citizens; and

WHEREAS, Both Dave and Gloria are longtime members of Saint Edward's Church. Gloria has been an active member of Saint Anne's Sodality and Dave has been an active member of the Holy Name Society; and

WHEREAS, Dave and Gloria Sari symbolize the strength and solidity of family life, and they celebrate this great occasion with their devoted children, Grace, Louis, Anthony, Marianne and Peter; and their loving grandchildren, Michael, Cindy, Elizabeth, Rebecca, David, Annamarie, Kyle, Gloria and Anthony; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, do hereby offer our heartiest congratulations to Dave and Gloria Sari on their fiftieth wedding anniversary, February 24, 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 Dave and Gloria Sari.

*CONGRATULATIONS EXTENDED TO NATIONAL
ASSOCIATION OF CREDIT MANAGEMENT
ON ITS ONE HUNDREDTH
ANNIVERSARY.*

WHEREAS, The National Association of Credit Management will celebrate its one hundredth anniversary in 1996; and

WHEREAS, The National Association of Credit Management, a member-owned and directed trade association of commercial credit professionals, educates its members in credit, collections and related matters while working toward the continuing professionalization of the credit

management field, in addition to monitoring legislative developments to assure sound credit laws and guard against fraud; and

WHEREAS, The National Association of Credit Management will be holding its Annual Credit Congress in Chicago on May 28 to June 1, 1996, with more than two thousand members expected to attend; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do hereby recognize the National Association of Credit Management on its one hundredth anniversary and congratulate its members; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the National Association of Credit Management.

**CONGRATULATIONS EXTENDED TO SAUGANASH
COMMUNITY CHURCH ON ITS SEVENTIETH
ANNIVERSARY.**

WHEREAS, The Sauganash Community Church will celebrate its seventieth anniversary on June 25, 1996; and

WHEREAS, The Sauganash Community Church, through the outstanding leadership, loyalty and enthusiastic spirit of its members, has been an integral part of the Sauganash community on the northwest side of the great City of Chicago; and

WHEREAS, The Sauganash Community Church continuously strives to impart the strength and reflection of the strong sense of responsibility and service to all people; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do hereby recognize the Sauganash Community Church on its seventieth anniversary and congratulate its members for both outstanding citizenship and outstanding community service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Sauganash Community Church.

Presented By

ALDERMAN DOHERTY (41st Ward):

**GRATITUDE EXTENDED TO IRIS AND BILL DWYER
FOR TWENTY-FIVE YEARS OF OUTSTANDING
COMMUNITY SERVICE TO YOUTH
OF NORWOOD PARK.**

WHEREAS, For over twenty-five years, Iris and Bill Dwyer have exemplified citizenship and generosity within their grateful City by devoting their talent, their time and their love of sports toward developing solid citizens among the young people in Chicago's great Norwood Park community; and

WHEREAS, Bill and Iris Dwyer's community involvement began at Saint Thecla School, where Bill was a co-founder of the northwest parish league and a football coach, and where Iris coordinated cheerleading squads for the school and coached volleyball. Both served on the Saint Thecla Athletic Council; and

WHEREAS, In 1976, Iris Dwyer served as an assistant coach in the Norwood Park Youth Baseball Association, and the next year became the first woman to manage a team within the association, and to be elected to the association's board. She served as board secretary and then as vice-president until June, 1995; and

WHEREAS, For some eighteen years, Bill and Iris Dwyer coached within the Midget League division. Their players -- 11 and 12 years old -- were taught not only good sportsmanship but solid citizenship as well, and this has given the Norwood Park Youth Baseball Association an outstanding reputation throughout Chicagoland; and

WHEREAS, The great amount of time which Iris and Bill Dwyer have devoted to the youth of Norwood Park over the past twenty-five years has been given selflessly, and their primary remuneration has been the satisfaction of having produced, through sports, young people of quality and aspirations who reach adulthood with enduring values; and

WHEREAS, Iris and Bill Dwyer exemplify the highest standards of citizenship; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do hereby express our gratitude and our congratulations to Bill and Iris Dwyer for their commitment to the youth of Norwood Park which,

through sports, has yielded so many wonderful young men and women and which has made their community a better place to live; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Iris and Bill Dwyer.

*CONGRATULATIONS EXTENDED TO NORWEGIAN
OLD PEOPLE'S HOME SOCIETY ON ITS
ONE HUNDREDTH ANNIVERSARY.*

WHEREAS, The Norwegian Old People's Home Society founded in March, 1896, by the Bethlehem, Concordia, Trinity, Wicker Park and Zion branches of the Norwegian-American community; and

WHEREAS, The founding date of the Norwegian Old People's Home was April 24, 1896. The Home was dedicated in August 1896. At that time there were seventeen residents; today there are two hundred six residents; and

WHEREAS, The Home's first picnic was held August 21, 1897, and in the last one hundred years the picnic has never been canceled and is still being held every third Sunday of August; and

WHEREAS, The Crown Princess Martha and Crown Prince Olav visited the Home on May 5, 1939. King Harald and Queen Sonya of Norway visited the Home as recently as October 18, 1995; and

WHEREAS, The board of directors of the Home changed the name to Norwood Park Home in November of 1956 to eliminate the reference "Old People's Home". The Home is operated by the Norwegian Old People's Home Society; and

WHEREAS, On December 31, 1985, Norwood Park Home received a sixth star which added to the Illinois Department of Public Aid's Quality Incentive Program; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do hereby congratulate the Norwood Park Home and the Norwegian Old People's Home Society on the occasion of the Home's one hundredth anniversary and express our certainty that the Norwegian -- American Old People's Society continue to provide a professional and loving family atmosphere for our elderly; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Norwegian Old People's Home Society.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. SOLON B. COUSINS.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Solon B. Cousins to his eternal reward on the twenty-seventh day of February nineteen hundred and ninety-six, A.D.; and

WHEREAS, Mr. Solon B. Cousins was the national executive director of the Young Men's Christian Association for ten productive years; and

WHEREAS, Mr. Solon B. Cousins was executive director of the Y.M.C.A. staff of the Boston Metropolitan Y.M.C.A. and in 1969 was named executive director of the Urban Group, an association of the largest Y.M.C.A.s in North America; and

WHEREAS, Mr. Solon B. Cousins during his tenure at the Y.M.C.A. worked to decentralize and reorganize the national system and lead the way for the Y.M.C.A. to be in the forefront of community service programming; and

WHEREAS, Mr. Solon B. Cousins was the prototype of a Y.M.C.A. national director: dedicated, suave, extremely articulate, and highly personable and passionately interested in helping other people; and

WHEREAS, Mr. Solon B. Cousins was born in Richmond, Virginia, the son of a Baptist minister and has a lifelong commitment to helping young people; and

WHEREAS, Mr. Solon B. Cousins served in the United States Army during World War II and studied sociology at the University of Richmond and earned a master's degree from the University of Chicago; and

WHEREAS, Mr. Solon B. Cousins became the president of the United Way of Metropolitan Chicago in 1970; and

WHEREAS, Mr. Solon B. Cousins served as a village trustee in Winnetka, Illinois and was an active force behind the New Trier Township Youth Consortium, an effort to help troubled youths; and

WHEREAS, Mr. Solon B. Cousins was the beloved husband of Patricia Cousins; and the devoted father of four sons, Solon B. Cousins IV, Grayland Cousins, Joseph Cousins and Robert Cousins and the grandfather of three; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-sixth day of March, nineteen hundred and ninety-six, A.D., do hereby express our deepest sorrow at the passing of Mr. Solon B. Cousins and do also extend to his beloved family and many friends our deepest and most sincere condolences on the occasion of their profound loss; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Solon B. Cousins.

TRIBUTE TO LATE MR. BURTON MOSELEY.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Burton Moseley to his eternal reward on the twenty-ninth day of February nineteen hundred and ninety-six, A.D.; and

WHEREAS, Mr. Burton Moseley was a Chicago Police Department sergeant and the uncle of United States Senator Carol Moseley-Braun; and

WHEREAS, Mr. Burton Moseley worked for the United States Marshal's Service escorting prisoners to federal court; and

WHEREAS, Mr. Burton Moseley worked in the Police Department's firearms identification unit; and

WHEREAS, Mr. Burton Moseley was an Illinois National Guard master sergeant and frequently lectured on gun safety; and

WHEREAS, Mr. Burton Moseley was the brother of the late Joseph Moseley, the senator's father; and

WHEREAS, Mr. Burton Moseley attended DuSable High School and was a saxophone player; and

WHEREAS, Mr. Burton Moseley organized a three piece band while in DuSable High School; and

WHEREAS, Mr. Burton Moseley was the cherished son of Josephine Pinkney, the dear father of Patricia M. Smith, the beloved grandfather of Sierra Smith and uncle to Marcia Moseley; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-sixth day of March, nineteen hundred and ninety-six, A.D., do hereby express our deepest sorrow at the passing of Mr. Burton Moseley and do also extend to his beloved family and many friends our deepest and most sincere condolences on the occasion of their profound loss; and

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

TRIBUTE TO LATE MR. JAMES D. PITTS, JR.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. James D. Pitts, Jr. to his eternal reward on the eleventh day of March, nineteen hundred and ninety-six, A.D.; and

WHEREAS, Mr. James D. Pitts, Jr. recently retired from the position of vice president of the Public Affairs Division for the Peoples Gas Light and Coke Company; and

WHEREAS, Mr. James D. Pitts, Jr. served as district superintendent of service, superintendent of distribution, vice president of customer relations and vice president of public affairs at Peoples Gas Light and Coke Company; and

WHEREAS, Mr. James D. Pitts, Jr. lived his entire life in the Woodlawn area of Chicago and graduated from Fenger High School, thereafter joining Peoples Gas in 1956; and

WHEREAS, Mr. James D. Pitts, Jr. was inducted into the United States Army in 1962 and served as a military policeman in Germany earning good conduct and commendation medals and attending classes at the University of Heidelberg; and

WHEREAS, Mr. James D. Pitts, Jr. returned from the Army in 1964 and rejoined Peoples Gas Company earning a bachelors degree from the Illinois Institute of Technology in 1968; and

WHEREAS, Mr. James D. Pitts, Jr. found a need and a desire to contribute to his community and his city and participated in the JOBS Program of the National Allegiance of Businessmen and the Chicago Chapter of Junior Achievement; and

WHEREAS, Mr. James D. Pitts, Jr. obtained a Masters of Business Administration from the University of Chicago in 1978; and

WHEREAS, Mr. James D. Pitts, Jr. served as vice president and director of the Mental Health Association of Greater Chicago and was chairman, treasurer and a commissioner of the Guardianship and Advocacy Commission of the State of Illinois, appointed by the former Governor James R. Thompson; and

WHEREAS, Mr. James D. Pitts, Jr. served on the board of the Greater State Street Council which works to maintain the vitality of State Street and the Loop; and

WHEREAS, Mr. James D. Pitts, Jr. served as chairman of the board for Centers for New Horizons, Inc., dedicated to the improvement of the children and environment in the depressed areas of the City; and

WHEREAS, Mr. James D. Pitts, Jr. was also a member of numerous professional organizations, serving as director of the American Association of Blacks in Energy and also active in the University Club of Chicago, the Economics Club of Chicago and the American Gas Association; and

WHEREAS, Mr. James D. Pitts, Jr. was the beloved husband of Gloria Pitts, the devoted stepfather to Gerald Palmer, and a loving host of many family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-sixth day of March, nineteen hundred and ninety-six, A.D., do hereby express our deepest sorrow at the passing of Mr. James D. Pitts, Jr. and do also extend to his beloved family and many friends our deepest and most sincere condolences on the occasion of their profound loss; and

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

*GRATITUDE EXTENDED MS. MARILYN MIGLIN FOR HER
CONTRIBUTIONS AND LEADERSHIP AS PRESIDENT
OF OAK STREET COUNCIL.*

WHEREAS, Ms. Marilyn Miglin is the founder and president of the Oak Street Council organizing a group of prominent Chicago retailers in 1987 to develop a united effort in promoting Oak Street; and

WHEREAS, Ms. Marilyn Miglin is serving her last year as the president of the Oak Street Council during which time she was responsible for raising more than One Million Dollars to preserve and promote Oak Street's unique charm; and

WHEREAS, Ms. Marilyn Miglin is being recognized for her outstanding leadership in revitalizing the neighborhood and rebuilding the playground of Ogden School; and

WHEREAS, Ms. Marilyn Miglin is the internationally renowned cosmetic and fragrance designer and founder of the Marilyn Miglin Institute on Oak Street which espouses a philosophy of inner beauty and the art of living, focusing on the positive and the future; and

WHEREAS, Ms. Marilyn Miglin embodies this spirit in her untiring efforts to improve Oak Street reaching out to the community at large and promoting Chicago as a tourism and cultural destination; and

WHEREAS, Ms. Marilyn Miglin and the Oak Street Council have introduced new amenities such as valet parking, beautiful streets, lamp posts and marketing programs; and

WHEREAS, Ms. Marilyn Miglin and the Oak Street Council have successfully initiated special events including the Holiday Festival of Lights shopping day for children's charities and the SmART Chicago international art promotion which attracts suburban shoppers and out-of-town visitors to Oak Street; and

WHEREAS, Ms. Marilyn Miglin's contributions to Chicago have earned her positions as an officer of the Chicago Convention and Tourism Bureau, a member of Mayor Richard M. Daley's Special Committee on Tourism, an appointment by Governor Edgar to the Illinois Economic Development Board, and a post as the Illinois Member of the Kennedy Center for Performing Arts; and

WHEREAS, Ms. Marilyn Miglin opened the Marilyn Miglin Institute in 1963 specializing in education and the use of cosmetics, skincare and perfume; and

WHEREAS, Ms. Marilyn Miglin created two record breaking perfumes -- Pheromone and Destiny; and

WHEREAS, Ms. Marilyn Miglin reached into the community to recruit two hundred of Chicago's most successful women to serve as mentors to aspiring young women and is the only person from Illinois currently featured on the Home Shopping Network; and

WHEREAS, Ms. Marilyn Miglin serves as founding chairman for the Fashion Group Foundation and is a member of the Committee of 200, The Chicago Network, Cosmetic Executive Women and the Fragrance Foundation; and

WHEREAS, Ms. Marilyn Miglin is a founding member of the advisory board of the Craniofacial Center at the University of Illinois and was honored by the Brain Research Foundation at the University of Chicago with its Creativity Award for making beauty possible for everyone; and

WHEREAS, Ms. Marilyn Miglin has received numerous awards for leadership, excellence, business acumen and giving back to the community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-sixth day of March, nineteen hundred and ninety-six, A.D., do hereby honor Ms. Marilyn Miglin for her ten years of leading the Oak Street Council and her inestimable contributions to social, civic and cultural life and do also express our deepest gratitude for all she has done to better the lives of the citizens of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ms. Marilyn Miglin.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

**GRATITUDE EXTENDED TO MS. MARY TELL FOR HER
OUTSTANDING CITIZENSHIP AND CONTRIBUTIONS
TO OLD TOWN COMMUNITY.**

WHEREAS, After sixty-five years as one of the most active and beloved residents of Chicago's Old Town neighborhood, Mary Tell is moving to a

southern climate to be with her son and his family and has been duly feted by the Old Town Triangle Association in a special farewell; and

WHEREAS, Mary Tell, who is eighty-nine years young, came to Chicago from Hungary in 1928 and lived at her Willow Street home from 1931 until last month. Born in Yugoslavia to German parents, Mary moved with them to Hungary, where, at age twenty-one, she met her future husband, Nick Tell, a Chicago barber. He brought her to Old Town, where the couple became two of the area's most popular citizens for many years. Nick Tell died three years ago at the age of ninety-six; and

WHEREAS, Fluent in several languages, Mary Tell was introduced to Old Town as a modest neighborhood filled with new Chicagoans who had migrated from Europe. Over the years she has watched it develop into one of the city's most preservation-conscious and most dynamic communities, proud of a rich heritage; and

WHEREAS, An accomplished seamstress, Mary Tell had clients and friends throughout Chicago's north side, many of them for as long as fifty years. She was highly visible in a grateful community and will be sorely missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do hereby express our gratitude to Mary Tell for an outstanding citizenship dating back to 1928, and extend to her, as she leaves our area, our very best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mary Tell.

Presented By

ALDERMAN SCHULTER (47th Ward):

TRIBUTE TO LATE MR. WILLIAM L. BRANSFIELD.

WHEREAS, God in his infinite wisdom has called to his eternal reward William L. Bransfield, beloved citizen and friend; and

WHEREAS, William L. Bransfield was a veteran in the United States Army Air Corp during World War II, a retired captain of the Chicago Police

Department, a loving husband of Marie, and a devoted father of Margaret Kathleen, Denise and Michael; and

WHEREAS, William L. Bransfield touched many lives in a very special way; and

WHEREAS, A model husband and father, William L. Bransfield leaves to celebrate his life his wife, Helen Marie; daughters, Margaret Kathleen and Denise; son, Michael; sisters, Sister Grace S.C.H. of North Quincey, Massachusetts and Sister Marie S.C.H. of Winchester; four grandchildren, Erin, Meghan, Katie and Michael, many nieces, nephews 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 twenty-sixth day of March, 1996, A.D., do hereby express our sorrow on the passing of William L. Bransfield, 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 his wife, Helen Marie Bransfield.

Presented By

ALDERMAN M. SMITH (48TH Ward):

TRIBUTE TO LATE MR. MICHAEL D. THURNHERR.

WHEREAS, Michael D. Thurnherr left this life on Sunday, March 24, 1996 after a long and valiant struggle with Acquired Immune Deficiency Syndrome; and

WHEREAS, Mr. Thurnherr and his partner Jon Norton were residents of the Logan Square neighborhood; and

WHEREAS, Mr. Thurnherr graduated from the University of Notre Dame and moved to the City of Chicago to begin a career with the First National Bank of Chicago; and

WHEREAS, Mr. Thurnherr eventually left the bank to join Test Positive Aware Network, to be of service to his community; and

WHEREAS, Mr. Thurnherr rose to the position of Executive Director of the Test Positive Aware Network, a leading agency in Chicago and the nation, offering education, counseling and support for persons living with AIDS and HIV; and

WHEREAS, Mr. Thurnherr's work, professionally and personally with many persons with AIDS and HIV across the City of Chicago, and throughout the Chicago metropolitan area, has earned him great respect and admiration; and

WHEREAS, Mr. Thurnherr served the people of the state as co-chair of the Illinois HIV Prevention Community Planning Group; and

WHEREAS, Mr. Thurnherr served the people of the United States as National Community Representative for the National Institute of Health Community Programs for Clinical Research on AIDS, and served as an advisor to the Centers for Disease Control and Prevention's HIV Prevention Marketing Initiative; and

WHEREAS, Mr. Thurnherr became well known throughout the United States as a spokesman on AIDS/HIV issues through his interviews on national television and in the national press, and his organizing of demonstrations at the White House and National Institute of Health; and

WHEREAS, In recognition of these accomplishments, the Governor of Illinois presented Mr. Thurnherr with the Illinois Award of Exceptional Merit; and

WHEREAS, Despite his illness, Mr. Thurnherr continued to work bravely in the service of people with AIDS and HIV up until the time of his death; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-sixth day of March, 1996, do hereby celebrate the life of Michael D. Thurnherr, and we honor his courage and vitality as we mourn his passing; and

Be It Further Resolved, That we offer our most heartfelt condolences to Mr. Thurnherr's partner, Jon Norton, to Mr. Thurnherr's parents, Richard and Shirley, and to his family and friends, and we extend our sympathy for their loss; and

Be It Further Resolved, That the City Clerk of the City of Chicago is hereby directed to provide suitable copies of this resolution to Mr. Norton and to the family of Mr. Michael D. Thurnherr as a sign of our sympathy and good wishes.

*CONGRATULATIONS EXTENDED TO REVEREND
LAURENCE F. MADDOCK ON FORTIETH
ANNIVERSARY OF HIS ORDINATION.*

WHEREAS, On Sunday, May 5, 1996, his many friends and followers will gather to honor the Reverend Laurence F. Maddock, Pastor of Saint Ita's Parish, on the fortieth anniversary of his ordination; and

WHEREAS, Born March 23, 1930, in Oak Park, Illinois, Laurence F. Maddock graduated from Quigley Preparatory Seminary and then from Saint Mary of the Lake Seminary, where he was ordained by Samuel Cardinal Stritch on May 1, 1956; and

WHEREAS, Father Laurence F. Maddock was first assigned as associate pastor at Queen of All Saints Parish, and later served in the same capacity at Infant Jesus of Prague in Flossmoor, at Immaculate Conception Parish and Saint Gregory the Great Parish; and

WHEREAS, In 1976, Reverend Laurence F. Maddock was appointed pastor of Maternity, B.V.M. Church in Chicago, and in eight years was able to unite a very diverse parish family and to develop a network of lay leaders within the parish; and

WHEREAS, On September 1, 1988, Joseph Cardinal Bernardin appointed Reverend Laurence F. Maddock pastor of Saint Ita Parish. In addition, Father Maddock has been given the responsibility to serve as one of the deans of Vicariate II, an appointment which reflects the respect he has earned from his fellow church leaders and the Roman Catholic community at large; and

WHEREAS, Saint Ita's Parish has flourished on many levels under the dynamic leadership of Father Laurence F. Maddock. He has given generously of his time, his inspiration and his keen and penetrating intellect to make Saint Ita's a strong, vital presence in its grateful northside community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do hereby express our gratitude and our heartiest congratulations to the Reverend Laurence F. Maddock on his forty years as an effective and inspiring spiritual leader, and we extend to him 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 the Reverend Laurence F. Maddock.

*RECOGNITION OF ONE HUNDRED FIFTIETH
ANNIVERSARY OF SWEDISH EMIGRATION
TO NORTH AMERICA.*

WHEREAS, In 1846 several hundred members of a religious sect from Sweden, led by farmer-teacher Erik Jansson, founded the Bishop Hill colony in western Illinois, marking the beginning of mass Swedish emigration to North America; and Swedes and Swedish Americans who have inherited and nurtured this rich Scandinavian culture are celebrating throughout 1996 the one hundred fiftieth anniversary of this emigration to our great country; and

WHEREAS, Standing in the forefront of these year-long celebrations are the Swedish American Museum Center and also the Center for Scandinavian Studies of North Park College, which, along with our Swedish American citizens, make Chicago a pivotal force in these 1996 Jubilee Celebrations featured throughout the United States; and

WHEREAS, Chicago is indeed proud of the Swedish American Museum Center, which is such an important part of our own multicultural fabric. All year every year, this outstanding institution exhibits the remarkable artifacts brought from Sweden or created by Swedish artisans, and this year is promoting the theme of "Emigrants and Immigrants in Swedish History, 1946 -- 1996"; and

WHEREAS, Swedish emigration to North American accelerated over the years, and by 1900 there were more Swedes in Chicago than in Gothenburg, Sweden's second largest city. In 1987, Gothenburg was named a sister city of Chicago; and

WHEREAS, The sesquicentennial celebrations of Swedish Emigration to North America will edify and entertain us through exhibitions, seminars, lectures, theater, music, dance and film, but most especially through the generous, embracing spirit of Swedes and Swedish Americans who have contributed so greatly to the life and culture of Chicago and indeed, of our entire nation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-sixth day of March, 1996, A.D., do hereby express our gratitude and our congratulations to our Swedish American citizens who have contributed so much, and to all those involved in the planning and presentation of the jubilee celebrations commemorating the one hundred fiftieth anniversary of the beginning of Swedish emigration to North America; and

Be It Further Resolved, That we call public attention to all the programs and other events taking place as part of this one hundred fiftieth jubilee years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Kirsten B. Lane, Executive Director of the Swedish American Museum Center and Honorary Consul for Sweden in Illinois, and to our sister city of Gothenburg, Sweden.

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 Indiana Avenue, at 1923, for a distance of 50 feet -- daily;

Alderman	Location, Distance And Time
	South Plymouth Court (west side) from 701 to 731 -- daily;
<i>BURNETT</i> (27th Ward)	North Monticello Avenue, at 744 -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:30 P.M. -- Monday through Friday;
<i>SUAREZ</i> (31st Ward)	West North Avenue (north side) from a point 55 feet west of North Springfield Avenue, to a point 25 feet west thereof -- 9:00 A.M. to 6:00 P.M. -- no exceptions; West Wrightwood Avenue (south side) in the 4400 block, from a point 48 feet east of North Tripp Avenue, to a point 100 feet east thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday;
<i>BANKS</i> for <i>COLOM</i> (35th Ward)	West Diversey Avenue, at 2934 -- daily;
<i>BANKS</i> (36th Ward)	West Wolfram Street, at 7020 -- at all times;
<i>NATARUS</i> (42nd Ward)	North Clark Street, at 1030 -- 9:30 A.M. to 7:00 A.M. Monday through Friday and at all times -- Saturday and Sunday -- tow-away zone (valet service); North Dearborn Street, at 632 -- 11:00 P.M. to 5:00 A.M. -- daily -- tow-away zone (valet service);

Alderman	Location, Distance And Time
	West Elm Street, at 14 -- 7:00 P.M. to 6:00 A.M. -- daily -- tow-away zone (valet service);
	West Illinois Street, at 52 -- 11:30 A.M. to 12:00 Midnight -- daily -- tow-away zone (valet service);
	West Ontario Street, at 157 -- 11:00 A.M. to 4:00 A.M. -- daily -- tow-away zone (valet service);
LEVAR for HANSEN (44th Ward)	West Diversey Avenue, at 670 -- 10:00 A.M. to 9:00 P.M. -- Monday through Saturday and 12:00 Noon to 6:00 P.M. -- Sunday;
SHILLER (46th Ward)	North Clark Street, at 5146, a distance of 25 feet -- 5:00 P.M. -- 12:00 Midnight -- daily;
MOORE (49th Ward)	West Pratt Boulevard, at 1201 -- 8:00 A.M. to 12:00 Midnight -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE AT 610
SOUTH CANAL STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "South Canal Street, at 610 -- loading zone -- 6:00 A.M. to 6:00 P.M." and inserting in lieu thereof: "South Canal Street, at 610 -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- after fifteen minutes tow-away zone", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF NORTH HALSTED STREET.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 5, 1993 (Council Journal of Proceedings, page 40315) which established loading zones on portions of specified public ways by striking the words: "North Halsted Street, at 2215, from a point 105 feet north of West Webster Avenue, to a point 55 feet north thereof -- 9:00 A.M. to 5:00 P.M. -- daily" and inserting in lieu thereof: "North Halsted Street, at 2215, from a point 105 feet north of West Webster Avenue, to a point 55 feet north thereof -- 9:00 A.M. to 10:00 P.M. -- 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 PARK WEST.

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 Park West, at 2300 -- 4:00 P.M. to 12:00 Midnight -- daily" and inserting in lieu thereof: "North Lincoln Park West, at 2300 -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF WEST WEBSTER AVENUE.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 14, 1994 (Council Journal of Proceedings, page 56315) which established loading zones on portions of specified public ways by striking the words: "West Webster Avenue (north side) from a point 15 feet west of North Edward Court, to a point 25 feet west thereof -- 12:00 Noon to 12:00 Midnight" and inserting in lieu thereof: "West Webster Avenue (north side) from a point 15 feet west of North Edward Court, to a point 25 feet west thereof -- 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 WEST WILLOW STREET.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on May 22, 1991 (Council Journal of Proceedings, page 821) which established loading zones on portions of specified public ways by striking the words: "West Willow Street (south side) from a point 20 feet east of North Halsted Street, to a point 25 feet east thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday" and inserting in lieu thereof: "West Willow Street (south side) from a point 20 feet east of North Halsted Street, to a point 25 feet east thereof -- 11:00 A.M. to 12:00 Midnight -- 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 a proposed order to restrict the movement of vehicular traffic to a single direction in each case on portions of specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>FRIAS</i> (12th Ward)	West 36th Street, from South Francisco Avenue to South California Avenue -- easterly;
<i>OLIVO</i> (13th Ward)	South Komensky Avenue, in the 5500 block -- northerly;
<i>JONES</i> (15th Ward)	South Hoyne Avenue, from West 63rd to West 67th -- northerly;
<i>BURRELL</i> (29th Ward)	South Mayfield Avenue, from West Fillmore Street to the first alley south thereof -- southerly;

Alderman

Location And Distance

South Monitor Avenue, from West
Fillmore Avenue to the first alley
south thereof -- southerly.

Referred -- AMENDMENT OF ORDINANCE WHICH
RESTRICTED TRAFFIC FLOW ON PORTION
OF SPECIFIED STREETS.

Alderman Ocasio (26th Ward) presented a proposed order to amend previously passed orders which restricted the flow of traffic on portions of various public ways by striking the words: "North Homer Street, at 2600 -- easterly" and inserting in lieu thereof: "North Homer Street, at 2600 -- westerly" and by allowing traffic to flow in both directions in the 1900 block of North Washtenaw Avenue, with parking restricted during business hours, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF PARKING METERS AT
SPECIFIED LOCATIONS

The aldermen named below presented proposed orders for the installation of parking meters at the locations and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance And Times

LEVAR for
HANSEN (44th Ward)

North Clark Street (both sides)
between West Roscoe Street and
West Addison Street -- 9:00 A.M.
to 9:00 P.M. -- daily;

Alderman

Location, Distance And Times

MOORE (49th Ward)

West Pratt Boulevard (both sides)
from 1200 to the first alley west of
North Sheridan Road.

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

SUAREZ (31st Ward)

West Altgeld Street (south side)
from North Cicero Avenue to the
first alley west thereof -- one hour
limit -- 9:00 A.M. to 7:00 P.M. --
Monday through Saturday;

ALLEN (38th Ward)

West Irving Park Road (south side)
from 6425 to North Natchez
Avenue -- fifteen minute limit --
8:00 A.M. to 5:00 P.M. -- Monday
through Friday and 8:00 A.M. to
1:00 P.M. -- Saturday.

Referred -- AMENDMENT OF ORDINANCE WHICH LIMITED
PARKING DURING SPECIFIED HOURS ON
PORTION OF WEST ALTGELD STREET.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which limited the parking of vehicles during

specified hours on portions of various public ways by striking the words: "West Altgeld Street (south side) from a point 20 feet west of North Cicero Avenue, to the first alley west thereof -- one hour limit -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday" and inserting in lieu thereof: "West Altgeld Street (south side) from a point 20 feet west of North Cicero Avenue, to the first alley west thereof -- one hour limit -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH LIMITED
PARKING DURING SPECIFIED HOURS ON PORTION
OF SOUTH KEDZIE AVENUE.

Alderman Frias (12th Ward) presented a proposed ordinance to amend a previously passed ordinance which limited the parking of vehicles during specified hours on portions of various public ways by striking the words: "South Kedzie Avenue (east side) from 2200 south to 2600 south -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday" and "South Kedzie Avenue (west side) from 2200 south to 2600 south -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "South Kedzie Avenue (east side) from 2200 south to 2600 south -- 7:00 A.M. to 9:00 A.M.-- Monday through Friday" and "South Kedzie Avenue (west side) from 2200 south to 2600 south -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday -- no parking", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING METERS AT
670 WEST DIVERSEY PARKWAY.

Alderman Hansen (44th Ward) presented a proposed order to cause the removal of parking meters at 670 West Diversey Parkway and to install a loading zone in lieu thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>GRANATO</i> (1st Ward)	West Evergreen Avenue, at 2709 (except for handicapped);
<i>PRECKWINKLE</i> (4th Ward)	South Drexel Boulevard, at 4428 (except for handicapped);
<i>HOLT</i> (5th Ward)	South Bennett Avenue, at 7017 (except for handicapped); South Ellis Avenue, at 6629 (except for handicapped); South Maryland Avenue, at 5622 (except for handicapped); South Merrill Avenue, at 6713 (except for handicapped);
<i>STEELE</i> (6th Ward)	South Emerald Avenue, at 6725 (except for handicapped); South Stewart Avenue, at 7134 (except for handicapped);
<i>DIXON</i> (8th Ward)	South Dobson Avenue, at 9211 (except for handicapped); East 89th Place, at 1326 (except for handicapped);

Alderman	Location And Distance
<i>SHAW</i> (9th Ward)	South Indiana Avenue, at 11412 (except for handicapped); South Parnell Avenue, at 9926 (except for handicapped); South Vernon Avenue, at 10031 (except for handicapped);
<i>BUCHANAN</i> (10th Ward)	South Escanaba Avenue, at 10250 (except for handicapped); South Green Bay Avenue, at 10711 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Emerald Avenue, at 3547 (except for handicapped); West 26th Street, at 461 (except for handicapped); West 46th Street, at 526 (except for handicapped);
<i>FRIAS</i> (12th Ward)	South Honore Street, at 4449 (except for handicapped); South Whipple Street, at 2318 (except for handicapped);
<i>OLIVO</i> (13th Ward)	South Kildare Avenue, at 5954 (except for handicapped); South Knox Avenue, at 6546 (except for handicapped); South Kolin Avenue, at 6743 (except for handicapped); West 59th Street, at 4335, signs to be placed on South Kolin Avenue (except for handicapped);

Alderman	Location And Distance
	West 61st Place, at 3637 (except for handicapped);
	West 64th Place, at 3601 (except for handicapped);
	West 64th Place, at 6128 (except for handicapped);
<i>BURKE</i> (14th Ward)	South Homan Avenue, at 4343 (except for handicapped);
	South Homan Avenue, at 5129 (except for handicapped);
	South Sacramento Avenue, at 6431 (except for handicapped);
	South Spaulding Avenue, at 4514 (except for handicapped);
	South Spaulding Avenue, at 5116 (except for handicapped);
	South Talman Avenue, at 5252 (except for handicapped);
<i>JONES</i> (15th Ward)	South Paulina Street, at 5542 (except for handicapped);
	South Winchester Avenue, at 7047 (except for handicapped);
	South Winchester Avenue, at 7148 (except for handicapped);
<i>STREETER</i> (17th Ward)	South Aberdeen Street, at 7515 (except for handicapped);
	South Peoria Street, at 7805 (except for handicapped);

3/26/96

NEW BUSINESS PRESENTED BY ALDERMEN

19645

Alderman	Location And Distance
	West 72nd Street, at 1313 (except for handicapped);
	West 74th Place, at 1275 (except for handicapped);
<i>MURPHY</i> (18th Ward)	South Laflin Street, at 8205 (except for handicapped);
	South Hoyne Avenue, at 7759 (except for handicapped);
<i>TROUTMAN</i> for <i>RUGAI</i> (19th Ward)	South Charles Street, at 9541 (except for handicapped);
<i>TROUTMAN</i> (20th Ward)	South Kenwood Avenue, at 6451 (except for handicapped);
<i>EVANS</i> (21st Ward)	South May Street, at 8114 (except for handicapped);
	South Throop Street, at 9414 (except for handicapped);
	West 110th Place, at 1210 (except for handicapped);
<i>MUNOZ</i> (22nd Ward)	South Kolin Avenue, at 2845 (except for handicapped);
<i>ZALEWSKI</i> (23rd Ward)	South Kilbourn Avenue, at 4140 (except for handicapped);
	South Leamington Avenue, at 4746 (except for handicapped);
	South Leclaire Avenue, at 4904 (except for handicapped);

Alderman	Location And Distance
	South Massasoit Avenue, at 5831 (except for handicapped);
	West 51st Street (city owns five feet of easement) from South Nashville Avenue to South Rutherford Avenue (no trailer parking);
CHANDLER (24th Ward)	West Polk Street, at 3610 (except for handicapped);
SOLIS (25th Ward)	South Laflin Street, at 1709 (except for handicapped);
	South Racine Avenue, at 1928 (except for handicapped);
	West 22nd Place, at 1932 (except for handicapped);
OCASIO (26th Ward)	West Barry Avenue, at 2344 (except for handicapped);
	North Central Park Avenue, at 1718 (except for handicapped);
	North Central Park Avenue, at 1743 (except for handicapped);
	North Western Avenue, at 3100 (except for handicapped);
E. SMITH (28th Ward)	West Monroe Street, at 3939 (except for handicapped);
	West Monroe Street, at 4837 (except for handicapped);
	West Warren Boulevard, at 2841 (except for handicapped);

3/26/96

NEW BUSINESS PRESENTED BY ALDERMEN

19647

Alderman	Location And Distance
	West Warren Boulevard, at 2844 (except for handicapped);
<i>BURRELL</i> (29th Ward)	West Adams Street, at 5408 (except for handicapped); West Congress Parkway, at 5438 (except for handicapped); North Merrimac Avenue, at 2104 (except for handicapped);
<i>WOJCIK</i> (30th Ward)	West Cornelia Avenue, at 3758 (except for handicapped); West Drummond Place, at 5408 (except for handicapped); North Hamlin Avenue, at 4343 (except for handicapped); North Keystone Avenue, at 4113 (except for handicapped); West Waveland Avenue, at 4009 (except for handicapped);
<i>SUAREZ</i> (31st Ward)	West Drummond Place, at 4845 (except for handicapped); North Hamlin Avenue, at 2244 (except for handicapped); North Karlov Avenue, at 2028 (except for handicapped); North Ridgeway Avenue, at 1455 (except for handicapped); West Shakespeare Avenue, at 4337 (except for handicapped);

Alderman	Location And Distance
	North Springfield Avenue, at 2444 (except for handicapped);
	North Springfield Avenue, at 2446 (except for handicapped);
AUSTIN (34th Ward)	South Harvard Avenue, at 11826 (except for handicapped);
BANKS for COLOM (35th Ward)	West Shakespeare Avenue, at 3619 (except for handicapped);
BANKS (36th Ward)	North Natoma Avenue, at 1941 (except for handicapped);
	North Sayre Avenue, at 3706 (driveway);
GILES (37th Ward)	West Bloomingdale Avenue, at 4835 (except for handicapped);
	West Crystal Street, at 5221 (except for handicapped);
	North Long Avenue, at 118 (except for handicapped);
	North Lorel Avenue, at 131 (except for handicapped);
	West Thomas Street, at 5231 (except for handicapped);
ALLEN (38th Ward)	West Eddy Street, at 5448 (except for handicapped);
LAURINO (39th Ward)	North Bernard Street, at 5050 (except for handicapped);

Alderman	Location And Distance
<i>O'CONNOR</i> (40th Ward)	West Carmen Avenue, at 2747 (except for handicapped);
<i>DOHERTY</i> (41st Ward)	West Higgins Avenue, at 7052 (except for handicapped);
<i>NATARUS</i> (42nd Ward)	East Lake Shore Drive, at 199;
<i>LEVAR</i> (45th Ward)	West Cullom Avenue, at 5224 (except for handicapped); North Leamington Avenue, at 4040 (except for handicapped); North Melvina Avenue, at 5650 (except for handicapped);
<i>SHILLER</i> (46th Ward)	North Hazel Street, at 4410 (except for handicapped);
<i>M. SMITH</i> (48th Ward)	West Bryn Mawr Avenue, at 1258 (except for handicapped); West Catalpa Avenue, at 1438 (except for handicapped); West Early Avenue, at 1252 (except for handicapped); North Kenmore Avenue, at 5201 (except for handicapped); North Winthrop Avenue, at 5401 (except for handicapped);
<i>MOORE</i> (49th Ward)	West Estes Avenue, at 1728 (except for handicapped); West Estes Avenue, at 1848 (except for handicapped);

Alderman

Location And Distance

LEVAR for
STONE (50th Ward)

North Claremont Avenue, at 6341
(except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3549 WEST BELDEN AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Belden Avenue, at 3549 (Handicapped Parking Permit 8727)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1718 SOUTH DESPLAINES STREET.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Desplaines Street, at 1718 (Handicapped Parking Permit 7004)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1429 WEST FLETCHER STREET.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all

times on portions of specified public ways by striking the words: "West Fletcher Street, at 1429 (Handicapped Parking Permit 3158)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1939 NORTH FRANCISCO 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 Francisco Avenue, at 1939 (Handicapped Parking Permit 10363)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8431 SOUTH GREEN STREET.

Alderman Evans (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Green Street, at 8431 (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
8432 SOUTH GREEN STREET.

Alderman Evans (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Green Street, at 8432 (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
6541 NORTH GREENVIEW AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Greenview Avenue, at 6541 (Handicapped Parking Permit 2076)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5018 WEST HENDERSON STREET.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Henderson Street, at 5018 (Handicapped Parking Permit 10725)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5421 WEST KAMERLING AVENUE.

Alderman Giles (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Kamerling Avenue, at 5421 (Handicapped Parking Permit 3141)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3042 NORTH KILBOURN AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kilbourn Avenue, at 3042 (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
8804 SOUTH LOOMIS STREET.

Alderman Evans (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Loomis Street, at 8804 (Handicapped Parking Permit 3095)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6425 SOUTH LOREL 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 Lorel Avenue, at 6425 (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
1243 WEST NELSON STREET.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Nelson Street, at 1243 (Handicapped Parking Permit 4460)", 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
4941 SOUTH PRINCETON AVENUE.

Alderman Tillman (3rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Princeton Avenue, at 4941 (Handicapped Parking Permit 1673)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1734 WEST RASCHER AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Rascher Avenue, at 1734 (Handicapped Parking Permit 2070)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3527 SOUTH ROCKWELL STREET.

Alderman Frias (12th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Rockwell Street, at 3527 (Handicapped Parking Permit 11646)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6615 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 6615 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6433 SOUTH WOLCOTT 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 Wolcott Avenue, at 6433 (Handicapped Parking Permit 9240)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6968 NORTH WOLCOTT AVENUE.
(Permit 7080)

Alderman Moore (49th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Wolcott Avenue, at 6968 (Handicapped Parking Permit 7080)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6968 NORTH WOLCOTT AVENUE.
(Permit 7083)

Alderman Moore (49th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Wolcott Avenue, at 6968 (Handicapped Parking Permit 7083)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1851 WEST 34TH STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 34th Street, at 1851 (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
1227 WEST 97TH PLACE.

Alderman Evans (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 97th Place, at 1227 (Handicapped Parking Permit 8607)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1155 WEST 111TH PLACE.

Alderman Evans (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 111th Place, at 1155 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS ON PORTION OF WEST BALMORAL AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to prohibit the parking of vehicles on the south side of West Balmoral Avenue, from North Meade Avenue to the first alley west thereof, during the hours of 8:00 A.M. to 10:00 A.M., Monday through Friday, 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
OLIVO (13th Ward)	West 61st Street (south side) from South Kolmar Avenue to the first alley west thereof -- at all times (for residents of 6100 block of South Kolmar Avenue) (Zone 345); West 61st Street (south side) from South Kolmar Avenue to the first alley east thereof -- at all times (for residents of 6101 South Kolmar Avenue) (Zone 345);
TROUTMAN for RUGAI (19th Ward)	South Sawyer Avenue (both sides) from West 110th Street to West 111th Street -- 6:00 P.M. to 6:00 A.M. -- daily;

Alderman	Location, Distance And Time
<i>ZALESKI</i> (23rd Ward)	South Keeler Avenue, from 4958 to the first alley west thereof -- at all times; South Tripp Avenue, from 4959 to the first alley east thereof -- at all times; West 50th Street, between South Keeler Avenue and South Tripp Avenue -- 6:00 A.M. to 6:00 P.M. -- daily;
<i>BERNARDINI</i> (43rd Ward)	North Howe Street (both sides) in the 1800 block -- 6:00 P.M. to 12:00 Midnight -- daily (Zone 143);
<i>STONE</i> (50th Ward)	North Claremont Avenue (both sides) in the 6300 block -- at all times.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF SOUTH CALUMET AVENUE.

Alderman Steele (6th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on March 6, 1996 (Council Journal of Proceedings, page 17731) which established residential permit parking zones on portions of specified public ways by striking the words: "South Calumet Avenue (both sides) from East 96th Street to East 99th Street -- at all times -- Monday through Saturday (Zone 268)" and inserting in lieu thereof: "South Calumet Avenue, from 9800 to 9812 and from 9801 to 9813 -- at all times -- Monday through Saturday (Zone 268)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE IN 2900 BLOCK
OF NORTH SPRINGFIELD AVENUE.

Alderman Wojcik (30th 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 Springfield Avenue (both sides) in the 2900 block", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON
PORTION OF WEST 79TH PLACE.

Alderman Murphy (18th Ward) presented a proposed ordinance to limit the speed of vehicles to twenty miles per hour on West 79th Place, from South Kirkland Avenue to South Kolin Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DESIGNATION OF SERVICE DRIVES/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
BURKE (14th Ward)	South Troy Street (east side) from West 47th Street north to the first alley thereof;
OCASIO (26th Ward)	West Lyndale Street (south side) at 2569 -- 2575, from 2207 -- 2219 North Rockwell Street to the first alley east thereof.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated 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
BURRELL (29th Ward)	North Menard Avenue (west side) from West Grand Avenue to the first alley south thereof -- at all times -- no exceptions;
NATARUS (42nd Ward)	North State Parkway, at 1340 -- daily -- no exceptions.

Referred -- ESTABLISHMENT OF STANDING ZONES
AT SPECIFIED LOCATIONS.

Alderman Haithcock (2nd Ward) presented two proposed ordinances to establish standing zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Dearborn Street, at 711 -- at all times;
South Dearborn Street, at 727 -- at all times.

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
<i>STEELE</i> for <i>HOLT</i> (5th Ward)	East 57th Street, at 930 -- "Stop";
<i>DIXON</i> (8th Ward)	East 75th Street, from South Stony Island Avenue to South Luella Avenue -- "No Peddling"; East 95th Street, from South Stony Island Avenue to South Jeffery Boulevard -- "No Peddling";
<i>OLIVO</i> (13th Ward)	West 56th Street and South Kolin Avenue -- "Two-Way Stop"; West 62nd Place and South Hamlin Avenue -- "Two-Way Stop"; West 62nd Place and South Springfield Avenue -- "Two-Way Stop";
<i>JONES</i> (15th Ward)	West 62nd Street and South Fairfield Avenue -- "Two-Way Stop"; West 65th Street and South Hoyne Avenue -- "Four-Way Stop"; West 65th Street and South Seeley Avenue -- "Four-Way Stop"; West 66th Street and South Hoyne Avenue -- "Four-Way Stop"; West 66th Street and South Seeley Avenue -- "Four-Way Stop";
<i>MURPHY</i> (18th Ward)	South Aberdeen Street and West 85th Street -- "Stop";

Alderman	Location And Type Of Sign
	West 80th Street and South Kolin Avenue -- "Stop";
<i>TROUTMAN</i> for <i>RUGAI</i> (19th Ward)	West 95th Street, at South Longwood Avenue (east leg) -- "U-Turn Permitted -- Except From 7:00 A.M. To 9:00 A.M. -- Monday Through Friday";
<i>EVANS</i> (21st Ward)	South Lafayette Avenue, at West 84th Street -- "Stop"; South Sangamon Street, at West 86th Street -- "Stop"; South Wallace Street and West 86th Street -- "Two-Way Stop"; South Winston Avenue, at 9727 -- "No Ball Playing Allowed"; South Winston Avenue, at 9809 -- "No Ball Playing Allowed"; West 81st Street, at South Sangamon Street -- "Stop"; East 82nd Street and South Vincennes Avenue -- "All-Way Stop";
<i>MUNOZ</i> (22nd Ward)	West 30th Street and South Millard Avenue -- "Four-Way Stop";
<i>OCASIO</i> (26th Ward)	West Homer Street, in the 2500 block -- "No Drinking On Public Parkway"; North Leavitt Street and West Oakdale Avenue -- "Three-Way Stop";

Alderman	Location And Type Of Sign
	North Talman Avenue, at West Altgeld Street -- "Stop";
<i>BURRELL</i> (29th Ward)	West Bloomingdale Avenue, at North Monitor Avenue -- "Stop";
<i>AUSTIN</i> (34th Ward)	West 110th Street, at South Lowe Avenue -- "Stop"; West 110th Street, at South Parnell Avenue -- "Stop"; West 110th Street, at South Wallace Avenue -- "Stop";
<i>COLOM</i> (35th Ward)	North Ridgeway Avenue, at West Altgeld Street -- "No Peddling"; West George Street and North Spaulding Avenue -- "Stop";
<i>BANKS</i> (36th Ward)	West Roscoe Street and North Neva Avenue -- "Three-Way Stop";
<i>LAURINO</i> (39th Ward)	West Ainslie Street, at North Kildare Avenue -- "Stop";
<i>DOHERTY</i> (41st Ward)	West Chase Avenue, at North Oketo Avenue -- "Stop";
<i>HANSEN</i> (44th Ward)	West Cornelia Avenue and North Halsted Street -- "Three-Way Stop";
<i>LEVAR</i> (45th Ward)	North Kenneth Avenue, at West Leland Avenue -- "Stop";

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
FIVE TON WEIGHT LIMITATION ON PORTION OF
WEST 107TH PLACE.

Alderman Rugai (19th Ward) presented a proposed ordinance to amend a previously passed ordinance which fixed a weight limit for trucks and commercial vehicles on portions of specified streets by striking the words: "West 107th Place, from South Western Avenue to a point 150 feet east thereof -- five tons", which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF
PARTICULAR AREAS.

The aldermen named below presented twelve proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN HAITHCOCK (2nd Ward):

To classify as a C1-4 Restricted Commercial District instead of a B6-6 Restricted Central Business District the area shown on Map No. 2-E bounded by:

a line 120 feet north of East 11th Street; the alley next east of and parallel to South State Street; a line 80 feet north of East 11th Street; and South State Street.

BY ALDERMAN SHAW (9th Ward):

To classify as an R3 General Residence District instead of an M2-1 General Manufacturing District the area shown on Map No. 26-D bounded by:

East 103rd Street; a line 1,259.79 feet east of South Corliss Avenue; a line 240 feet south of East 103rd Street; and a line 769.36 feet east of South Corliss Avenue.

To classify as an R2 Single-Family Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 30-E bounded by:

a line 104 feet north of East 127th Street, as measured at the easterly right-of-way line of South State Street and perpendicular thereto; the alley next east of and parallel to South State Street; the alley next south of and parallel to East 126th Street; the alley next west of and parallel to South Michigan Avenue; East 127th Street; and South State Street.

BY ALDERMAN ZALEWSKI (23rd Ward):

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 14-N bounded by:

a line 541 feet north of and parallel to West 63rd Street; South Normandy Avenue; a line 491 feet north of and parallel to West 63rd Street; and the alley next west of South Normandy Avenue.

BY ALDERMAN SOLIS (25th Ward):

To classify as an M1-2 Restricted Manufacturing District instead of R4 and R5 General Residence Districts the area shown on Map No. 4-G bounded by:

West Cullerton Street; a line 222.62 feet east of and parallel to South Morgan Street; a line 120.8 feet south and parallel to West Cullerton Street; and South Morgan Street.

BY ALDERMAN WOJCIK (30th Ward):

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 9-K bounded by:

West Grace Street; North Keeler Avenue; West Waveland Avenue; and North Tripp Avenue.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 9-K bounded by:

Alderman

Location And Type Of Sign

North Leamington Avenue, at
West Belle Plaine Avenue --
"Stop".

Referred -- REMOVAL OF "STOP" SIGN AT SOUTH LOOMIS
STREET AND WEST 114TH PLACE.

Alderman Evans (21st Ward) presented a proposed ordinance to cause the removal of a "Stop" sign on South Loomis Street, at West 114th Place, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC
TRAFFIC CONTROL SIGNALS AT INTERSECTION OF
WEST 23RD STREET AND SOUTH
KEDZIE AVENUE.

Alderman Frias (12th Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the installation of automatic traffic control signals at the intersection of West 23rd Street and South Kedzie Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF
"LEFT TURN" SIGNALS AT SOUTH CALIFORNIA
AVENUE AND WEST CERMAK ROAD.

Alderman Frias (12th Ward) presented a proposed order authorizing the Commissioner of Transportation to consider the installation of "Left Turn" signals at the intersection of South California Avenue and West Cermak Road, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF
"LEFT TURN" SIGNALS AT WEST DIVERSEY
PARKWAY AND WEST LOGAN
BOULEVARD.

Alderman Ocasio (26th Ward) presented a proposed order authorizing the Commissioner of Transportation to consider the installation of "Left Turn" signals at the intersection of West Diversey Parkway and West Logan Boulevard, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT
LIMITATION ON PORTIONS OF
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
<i>JONES</i> (15th Ward)	West Marquette Road, from South Ashland Avenue to South Western Avenue;
	West 71st Street, from South Ashland Avenue to South Hamilton Avenue;
<i>MURPHY</i> (18th Ward)	West 86th Place, from South Washtenaw Avenue to South California Avenue.

North Avondale Avenue; a line 104.30 feet south of North Avondale Avenue, as measured from the easterly right-of-way line of the alley next west of and parallel to North Pulaski Road; and the alley next west of and parallel to North Pulaski Road.

BY ALDERMAN BERNARDINI (43rd Ward):

To classify as an R4 General Residence District instead of a B4-4 Restricted Service District, the area shown on Map No. 5-F bounded by:

the alley next southwesterly of and parallel to North Lincoln Avenue, or the line thereof if extended where no alley exists; a line 166 feet east of North Cleveland Avenue; West Armitage Avenue; a line 116 feet east of North Cleveland Avenue; the alley next north of and parallel to West Armitage Avenue; and the alley next east of and parallel to North Cleveland Avenue.

To classify as a B4-2 Restricted Service District instead of a B4-3 Restricted Service District the area shown on Map No. 5-F bounded by:

a line 89 feet north of West Dickens Avenue; the alley next east of and parallel to North Cleveland Avenue; West Dickens Avenue; a line 403 feet west of North Sedgwick Street; a line 39 feet south of West Dickens Avenue; a line 487.16 feet west of North Sedgwick Street; a line 48 feet south of West Dickens Street; North Lincoln Avenue; West Dickens Avenue; North Cleveland Avenue; a line 98 feet south of West Dickens Avenue; the alley next west of and parallel to North Cleveland Avenue; and West Dickens Avenue.

To classify as a B4-2 Restricted Service District instead of a B3-4 General Retail District and a B4-3 Restricted Service District the area shown on Map No. 5-F bounded by:

West Belden Avenue; the alley next northeasterly of and parallel to North Lincoln Avenue; the alley next south of and parallel to West Belden Avenue; the alley next northeasterly of North Lincoln Avenue; the alley next north of and parallel to West Webster Avenue; North Larrabee Street; West Webster Avenue; a line 208.65 feet east of North Orchard Street; the alley next north of and parallel to West Webster Avenue; the alley next east of and parallel to North Orchard Street; the alley next southwesterly of and parallel to North Lincoln Avenue; the alley next north to the alley next north of and parallel to West Webster Avenue; and North Orchard Street.

BY ALDERMAN SCHULTER (47th Ward):

To classify as a B2-2 Restricted Retail District instead of a C1-2 Restricted Commercial District the area shown on Map No. 13-I bounded by:

West Argyle Street; North Lincoln Avenue; West Ainslie Street; and the alley next west of and parallel to North Lincoln Avenue.

BY ALDERMAN M. SMITH (48th Ward):

To classify as an R1 Single-Family Residence District instead of a B2-3 Restricted Retail District and a B4-3 Restricted Service District the area shown on Map No. 15-G bounded by:

West Thorndale Avenue; the alley next east of and parallel to North Broadway; the alley next south of and parallel to West Thorndale Avenue; the westerly right-of-way of the Chicago Rapid Transit Authority; a line 460.09 feet south of West Thorndale Avenue; and North Broadway.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred fifty-four proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman	Claimant
GRANATO (1st Ward)	Noble Street Lofts; 2000 West Haddon Condominium Association;
HAITHCOCK (2nd Ward)	Dearborn Park Townhomes;

3/26/96

NEW BUSINESS PRESENTED BY ALDERMEN

19671

Alderman

Claimant

Dearborn Park Unit One;
901 South Plymouth;

PRECKWINKLE (4th Ward)

Chippewa Apartments;
Dorchester Court Condominium
Association;
Dorridge Condominium Association;
Goodfriend Condominium
Association;
Greenlawn Condominium
Association;
Greenwood Park Condominium
Association;
Kenwood Condominium Association;
Narragansett Condominium
Association;
University Park Condominium
Association;
1234 Madison Park Condominium
Association;
5000 South Cornell Condominium;
5000 East End Coop Apartments;
5100 Hyde Park Association (2);
5216 -- 5218 South Dorchester
Avenue Condominium
Association;

HOLT (5th Ward)

Watergate East Condominium
Association;

Alderman	Claimant
<i>STEELE</i> (6th Ward)	Chatham Park South Cooperative; Chatham Park Village Cooperative;
<i>OLIVO</i> (13th Ward)	Doyle's Condominium Association;
<i>JONES</i> (15th Ward)	Mr. Mitchell Thornton;
<i>MURPHY</i> (18th Ward)	2728 West 87th Street Condominium Association; 4036 West 87th Street Condominium Association;
<i>ZALEWSKI</i> (23rd Ward)	Ms. Kim A. Hinkle; Shelbourne Courts Condominium Association; M. Stone; Wimbledon Courts No. 3; 5418 South Massasoit Condominium Association;
<i>SOLIS</i> (25th Ward)	Appleville Owners Association; Oriental Terrace Homeowners Association; Wing Hong Building;
<i>WOJCIK</i> (30th Ward)	East of Edens Condominium; Keystone Gardens Condominium Associates No. 1;
<i>SUAREZ</i> (31st Ward)	Mr. Angel Luis Martinez;

3/26/96

NEW BUSINESS PRESENTED BY ALDERMEN

19673

Alderman

Claimant

GABINSKI (32nd Ward)

Altgeld Court Condominium;
Bucktown Gardens Condominium
Association;
Greenview Passage Condominium
Association;
Greenview Place Condominium
Association
Hoyne Condominium Association;
Millworks Condominium
Association;
Park Lane Townhome Condominium
Association;
Ms. Roberta Sarnoff;

MELL (33rd Ward)

Mo-Ad Corporation;

BANKS (36th Ward)

Belmont Terrace Condominium
Association;
Pacific Terrace Association;
2155 North Harlem Avenue
Building Association;

O'CONNOR (40th Ward)

Balmoral Plaza Condominium
Association;
Summerdale Condominium;

NATARUS (42nd Ward)

Ms. Rena M. Appel;
Eliot House Condominium
Association;

Alderman

Claimant

Loftworks 11 Condominium
Association;

Lowell House Condominium
Association;

Newberry Mansion, Inc.;

One East Schiller Condominium
Association;

Carl Sandburg Condo 2 Association;

40 East Cedar Condominium
Association;

119 West Chestnut Condominium
Association (2);

200 East Delaware Condominium
Association;

1150 Condominium Association;

1240 North Lake Shore Drive
Condominium Association;

1340 North Dearborn Condominium
Association;

1410 North State Parkway
Condominium Association;

1415 Dearborn Condominium
Association;

1419 North State Parkway
Condominium Association;

1516 North State Parkway
Condominium Association;

BERNARDINI (43rd Ward)

Burling on the Park Condominium
Association;

3/26/96

NEW BUSINESS PRESENTED BY ALDERMEN

19675

Alderman

Claimant

Camden Passage Condominium
Association;

Clifton Place Condominiums;

The Conservation Condominium
Association;

Dickens Court Condominium
Association;

Greenhouse Condominium
Association;

Mastercraft Condominium
Association;

Maud Court Homeowners
Association;

Orchard Village Condominium
Association;

Ritchie Court Condominium
Association;

510 West Fullerton Condominium
Association;

555 West Arlington Condominium
Association;

916 -- 918 West Fullerton Parkway
Condominium;

1155 West Armitage Condominium
Association;

1300 Lake Shore Drive
Condominium Association;

1418 North Lake Shore Drive
Condominium Association;

1865 -- 1867 North Halsted
Condominium Association;

Alderman

Claimant

2014 North Sheffield Condominium
Association;

2144 Lincoln Park West
Condominium Association;

2500 Lakeview Association;

2650 Lakeview Condominium
Association;

HANSEN (44th Ward)

The Barry Condominium, Inc.;

Cambridge Condominium
Association;

Hawthorne Court Condominium;

Lakewood Limited Condominiums;

Melrose Garden Condominium
Association;

School Street Lofts Condominium
Association;

Sheridan Briar North Condominium
Association;

Surf Condominiums at Cambridge;

Waveland/Racine Condominium
Association;

Wellington Terrace Condominium;

320 West Oakdale Condominium
Association;

366 Wellington Condominium;

415 Aldine Condominium;

3150 Condominium Association;

3/26/96

NEW BUSINESS PRESENTED BY ALDERMEN

19677

Alderman

Claimant

LEVAR (45th Ward)

3300 North Lake Shore Drive;

3410 North Lake Shore Drive
Condominium;

Austin Manor Condominium
Association;

Carousel Court Condominium
Association;

Lawrence Court Condominium
Association;

Windsor Court Condominium No. 1;

5500 Higgins Condominium
Association;

5501 West Lawrence Condominium
Association;

SHILLER (46th Ward)

Buena Park Condominium
Association;

Lake Shore Towers Cooperative
Building Corporation;

Magnolia Street Condominium
Association;

Montrose Manor Condominium
Association;

651 West Sheridan Condominium
Association;

717 -- 719 West Montrose
Condominium;

3500 Lake Shore Drive Cooperative;

3550 Condominium Association;

Alderman

Claimant

SCHULTER (47th Ward)

3600 Condominium Association;

Atrium View Association;

Cornerstone Condominium
Association;Saxony Court Condominium
Association;Yesteryear Condominium
Association;*M. SMITH* (48th Ward)Ardmore Estates Condominium
Association;

Edgewater Court Townhomes;

Granville Beach Condominium;

Granville Tower Condominium
Association;Hollywood Towers Condominium
Association;

Horizon House Condominium;

900 West Ainslie Condominium
Association;5757 North Sheridan Road
Condominium Association;

5858 Shore Manor Condominium (2);

MOORE (49th Ward)Chase-Ashland Condominium
Association;Chaseland Condominium
Association;

3/26/96

NEW BUSINESS PRESENTED BY ALDERMEN

19679

Alderman

Claimant

High Ridge East Condominium
Association;

Sherwin on the Lake Condominium
Association;

1236/1240 Farwell Condominium
Association;

1442 -- 1444 West Fargo
Condominium Association;

1116 -- 1118 Loyola Condominium
Association;

1629 -- 1631 Fargo Condominium
Association;

7306 North Winchester
Condominium;

7400 Sheridan Condominium
Association;

7721 -- 7723 North Sheridan
Condominium Association;

LEVAR for
STONE (50th Ward)

Artesian Garden Condominium
Association;

Estes-Wastenaw Condominium
Association;

Casa Bonita Condominium
Association;

Claremont North Condominium
Association;

High Ridge Condominiums;

Ridge House Condominium
Association;

Alderman

Claimant

Stone Terrace Condominium
Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN GRANATO (1st Ward):

Referred -- AUTHORIZATION FOR CONSTRUCTION OF
CUL-DE-SAC ON PORTION OF NORTH
DEAN STREET.

A proposed ordinance authorizing the Commissioner of Transportation to construct a cul-de-sac on that portion of North Dean Street, west of North Paulina Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- GRANT OF PRIVILEGE TO RIPPLE 1471, INC.
(DOING BUSINESS AS HOLIDAY CLUB) FOR
SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Ripple 1471, Inc., doing business as Holiday Club, to maintain and use a portion of the public way adjacent to 1471 North Milwaukee Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF JALISCO FOODS, INC. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES ADJACENT TO 1923 -- 1925
WEST CHICAGO AVENUE.

Also, a proposed ordinance to exempt Jalisco Foods, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to 1923 -- 1925 West Chicago 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*.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED BY ILLINOIS
INSTITUTE OF TECHNOLOGY.

A proposed ordinance which would allow the Illinois Institute of Technology to pay a reduced license fee of Ten Dollars for each of the special police employed at 3310 South Federal Street, pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance*.

Referred -- GRANT OF PRIVILEGE TO ILLINOIS INSTITUTE
OF TECHNOLOGY TO MAINTAIN AND USE
UNDERGROUND CONCRETE DUCT
BANK ACROSS PORTION OF
WEST 33RD STREET.

Also, a proposed ordinance to grant permission and authority to the Illinois Institute of Technology to maintain and use an underground concrete encased

duct bank across West 33rd Street, fifteen feet east of South Federal Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Also, two proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Oak Edwardo's, Inc., doing business as Edwardo's Natural Pizza Restaurant -- adjacent to 521 South Dearborn Street; and

733 South Dearborn Corporation, doing business as Moonraker -- adjacent to 733 South Dearborn Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 537 NORTH DEARBORN STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Baird & Warner -- Terminal Building to construct, maintain and use one canopy to be attached or attached to the building or structure at 537 North Dearborn Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN DIXON (8th Ward):

Referred -- EXEMPTION OF JACKSON PARK HOSPITAL
FROM ALL 1996 CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from all 1996 city fees to Jackson Park Hospital under its not-for-profit status, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN BUCHANAN (10th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR
AND ITINERANT MERCHANT LICENSE FEES FOR
PARTICIPANTS IN SAINT COLUMBA
CHURCH FESTIVAL.

A proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for the participants in Saint Columba Church festival, to be conducted on East 134th Street, between South Avenue O and South Green Bay Avenue, and on South Green Bay Avenue, between East 134th Street and the first alleys north and south thereof, for the period extending May 29, 1996 through June 2, 1996, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- GRANT OF PRIVILEGE TO S.R.S. SHRED-ALL
RECYCLING SYSTEMS FOR BOLLARD
ADJACENT TO 4242 SOUTH
RACINE AVENUE.

A proposed ordinance to grant permission and authority to S.R.S. Shred-All Recycling Systems to construct, install, maintain and use a bollard adjacent to the premises at 4242 South Racine Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
2045 WEST 32ND STREET

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Eller Media Company to install a sign/signboard at 2045 West 32nd Street, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3200 -- 3202 SOUTH HALSTED STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Ms. Lisa N. Pack to construct, maintain and use one canopy to be attached or attached to the building or structure at 3200 -- 3202 South Halsted Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN FRIAS (12th Ward):

Referred -- EXEMPTION OF MR. BERNANDO MENDEZ FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 2503 SOUTH WHIPPLE STREET.

A proposed ordinance to exempt Mr. Bernardo Mendez from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2503 South Whipple Street, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF SOUTH CALIFORNIA AVENUE AS
"PETER PACHECO DRIVE".

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to honorarily designate that portion of South California Avenue, from West 43rd Street to West 47th Street, as "Peter Pacheco Drive", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT 3322 -- 3326
WEST 63RD STREET.

A proposed order directing the Commissioner of Buildings to issue a permit to Grate Signs, Incorporated to install a sign/signboard at 3322 -- 3326 West 63rd Street, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 6222 SOUTH KEDZIE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Citibank Federal Savings Bank to construct, maintain and use one canopy to be attached or attached to the building or structure at 6222 South Kedzie Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- CORPORATION COUNSEL URGED TO INITIATE
LEGAL PROCEEDINGS AGAINST MANUFACTURERS
OF TOBACCO PRODUCTS TO RECOVER
SMOKING-RELATED MEDICAL
EXPENSES INCURRED
BY CITY.

A proposed order urging the Corporation Counsel of the City to initiate legal action against the manufacturers of tobacco products in a court of competent jurisdiction to recover medical expenses incurred by the City for smoking-related illnesses for its active and retired employees, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170 of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Andrew Esposito -- 4435 South Komensky Avenue;

Mr. Joseph Kula -- 4534 South Whipple Street; and

Mr. Michael Morris -- 4034 South Maplewood Avenue.

Presented By

ALDERMAN COLEMAN (16th Ward):

AUTHORIZATION FOR WAIVER OF FEES FOR
PARTICIPANTS IN "TODAY'S BLACK
WOMAN EXPO".

A proposed order reading as follows:

Ordered, That the Committee on Finance waive the fees for the participants in the "Today's Black Woman Expo", to be held March 28th through 31st, 1996, at McCormick Place, 2300 South Lake Shore Drive.

Alderman Coleman 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 Coleman, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

Presented by

ALDERMAN MURPHY (18th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR
AND ITINERANT MERCHANT LICENSE FEES FOR
PARTICIPANTS IN SAINT DENIS
CHURCH FAMILY FEST.

A proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in a family fest sponsored by Saint Denis Church to be held on South St. Louis Avenue, from West 83rd Place to West 83rd Street, and in the 3400 to 3500 blocks of West 83rd Street, for the period extending June 7 through June 9, 1996, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR ISSUANCE OF FREE PERMIT
TO SAINT DENIS CHURCH FOR CONDUCT OF
FAMILY FEST OR STREET CARNIVAL.

Also, a proposed order authorizing the Commissioner of Transportation to issue a permit, free of charge, to Saint Denis Church for the purpose of conducting a family fest or street carnival on South St. Louis Avenue, from West 83rd Street to West 83rd Place, for the period extending June 6 through June 9, 1996, and further, requiring the Commissioner of Transportation to provide barricades to prohibit vehicular traffic on the streets affected, which was *Referred to the Committee on Finance.*

Presented For

ALDERMAN RUGAI (19th Ward):

Referred -- GRANT OF PRIVILEGE TO JAVA EXPRESS, LTD.
(DOING BUSINESS AS JAVA EXPRESS)
FOR SIDEWALK CAFE.

A proposed ordinance, presented by Alderman Troutman, to grant

permission and authority to Java Express, Ltd., doing business as Java Express, to maintain and use a portion of the public way adjacent to 10701 South Hale Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN EVANS (21st Ward):

Referred -- AUTHORIZATION FOR DONATION OF OUTDATED
AMBULANCES TO CITY OF PORT OF SPAIN,
TRINIDAD AND TOBAGO.

A proposed ordinance authorizing the Commissioner of General Services and the Purchasing Agent to donate two outdated Fire Department ambulances to the City of Port of Spain, Trinidad and Tobago, free and clear of any liens and encumbrances in an "as is" condition, and further, authorizing the Commissioner of General Services and the Purchasing Agent to enter into and execute such other documents as may be necessary in the implementation of said donation, which was *Referred to the Committee on Police and Fire.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT 105 WEST
87TH STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to M-K Signs, Inc. to install a sign/signboard at 105 West 87th Street, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN CHANDLER (24th Ward):

Referred -- AUTHORIZATION FOR CONSTRUCTION OF COMMUNITY
SECURITY INFRASTRUCTURE IMPROVEMENTS
FOR LAWNGDALE COMMUNITY.

A proposed ordinance authorizing the Commissioner of Transportation to construct community security infrastructure improvements consisting primarily of installation of traffic circles, neckdowns, gateless gates, and construction of cul-de-sacs on and along various streets for the Lawndale community, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF SPECIAL EVENT
FOOD VENDOR LICENSE AND STREET CLOSURE PERMIT
FEES IN CONJUNCTION WITH SAINT JOHN
BERCHMAN COMMUNITY FEST AND
CARNIVAL.

A proposed ordinance authorizing the Director of Revenue and the Commissioner of Transportation to waive the Special Event Food Vendor License and Street Closure Permit fees in conjunction with Saint John Berchman community fest and annual carnival to be held at 2509 -- 2519 West Logan Boulevard, for the period extending May 23 through May 27, 1996, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Four proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Coffee Chicago Ltd., doing business as Coffee Chicago -- adjacent to 1561 North Wells Street;

Mr. George Kakotaritis, doing business as Ideal Cafe -- adjacent to 333 South Green Street;

Mason's -- adjacent to 1330 West Madison Street; and

Mr. David Gevercer, doing business as The Matchbox -- adjacent to 770 North Milwaukee Avenue.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIAL EVENT
FOOD VENDOR LICENSE FEES FOR PARTICIPANTS IN
NEAR NORTH FESTIVAL OF THE ARTS.

Also, a proposed order authorizing the Director of Revenue to waive the Special Event Food Vendor License fees for participants in the Near North Festival of The Arts to be held on West Division Street, between North Larabee Street and North Orleans Street, for the period extending August 17 through August 27, 1996, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN BURRELL (29th Ward):

*Referred -- GRANT OF PRIVILEGE TO MR. JERZY GAWRONSKI
TO MAINTAIN AND USE INSPECTION MANHOLE
ADJACENT TO 5720 WEST GRAND AVENUE.*

A proposed ordinance to grant permission and authority to Mr. Jerzy Gawronski to maintain and use an inspection manhole adjacent to the premises at 5720 West Grand Avenue, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- REMOVAL OF PAY TELEPHONES ON
PORTIONS OF WEST DIVISION STREET.*

Also, a proposed ordinance requiring U.S. Communications/Sheffield Systems to remove pay telephones from the public way at 5646 West Division Street and 5656 West Division Street, pursuant to the provisions of Title 10, Chapter 28, Section 265(f) of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 2500 NORTH CENTRAL AVENUE.*

Also, a proposed order authorizing the Director of Revenue to issue a permit to Tony's Finer Foods to construct, maintain and use one canopy to be attached or attached to the building or structure at 2500 North Central Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR SIDEWALK CAFES.

Four proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Angie's -- adjacent to 1721 West Wrightwood Avenue;

Casa Java, Inc., doing business as Casa Java -- adjacent to 2819 North Southport Avenue;

U.C.M., doing business as J. T. Collins Pub -- adjacent to 3358 North Paulina Street; and

Webster's Wine Bar -- adjacent to 1480 West Webster Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT 1730 WEST
FULLERTON AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Acme-Wiley Corporation to install a sign/signboard at 1730 West Fullerton Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- GRANT OF PRIVILEGE TO COMMERCIAL NATIONAL BANK OF CHICAGO TO MAINTAIN AND USE PIPE TRENCH ADJACENT TO 4800 NORTH WESTERN AVENUE.

A proposed ordinance to grant permission and authority to Commercial National Bank of Chicago to maintain and use a pipe trench for housing computer cables between the corporation's computer center at 2420 West Lawrence Avenue and the main building at 4810 North Western Avenue, adjacent to its property at 4800 North Western Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 3237 WEST ADDISON STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Olympic Signs, Inc. to install a sign/signboard at 3237 West Addison Street, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- STANDARDIZATION OF PORTION OF WEST 120TH STREET AS "ELDERLY NAAMON WILLIAM, SR. WAY".

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of West 120th Street, between South Wallace Street and South Lowe Avenue, as "Elderly Naamon William, Sr. Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN COLOM (35th Ward):

Referred -- PROHIBITION OF ADVERTISING SIGNS
ON CITY PROPERTY.

A proposed order authorizing the Commissioner of Transportation to prohibit the display of signs, banners, product signage and/or marketing of any products from being attached to or on City property, including parkways, street poles, street lights, traffic poles or trees or outside the physical building of a business, which was *Referred to the Committee on Transportation and Public Way*.

Presented For

ALDERMAN COLOM (35th Ward):

Referred -- GRANT OF PRIVILEGE TO MR. NICK LATRDIES (DOING
BUSINESS AS BURGER INN RESTAURANT)
FOR SIDEWALK CAFE.

A proposed ordinance, presented by Alderman Banks, to grant permission and authority to Mr. Nick Latrdies, doing business as Burger Inn Restaurant, to maintain and use a portion of the public way adjacent to 2294 North Milwaukee Avenue, for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- EXEMPTION OF JACOB'S TWIN IMPORTS HONDA/MAZDA
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITY
ADJACENT TO 6722 WEST GRAND AVENUE.

A proposed ordinance to exempt Jacob's Twin Imports Honda/Mazda from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 6722 West Grand 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*.

Presented By

ALDERMAN GILES (37th Ward):

Referred -- REMOVAL OF PAY TELEPHONE AT 762
NORTH LARAMIE AVENUE.

A proposed ordinance requiring United States Communications/Sheffield Systems to remove from the public way a pay telephone located at 762 North Laramie Avenue, pursuant to the provisions of Title 10, Chapter 28, Section 265(f) of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS
LOCATIONS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

A. D. Deluxe Sign -- for one sign/signboard at 5234 West North Avenue;
and

Liberty Sign Company -- for one sign/signboard at 4428 West North Avenue.

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT AND FOOD VENDOR LICENSE
FEES FOR PARTICIPANTS IN SAINT
PASCAL CHURCH FESTIVAL.

A proposed order authorizing the Director of Revenue to waive the Itinerant Merchant and Food Vendor License fees for participants in the Saint Pascal Church festival to be held in the 4000 blocks of North Moody Avenue and North Melvina Avenue, for the period extending June 10 through June 15, 1996, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN ALLEN (38th Ward)
And OTHERS:

Referred -- GOVERNOR JIM EDGAR AND ILLINOIS GENERAL
ASSEMBLY URGED TO AMEND STATE CONSTITUTION
TO ESTABLISH MINIMUM LEGAL EXPERIENCE
FOR JUDGESHIP IN CIRCUIT COURTS.

A proposed resolution, presented by Aldermen Allen, Buchanan, Olivo, Burke, Murphy, Zalewski, Banks, Laurino, O'Connor, Bernardini, Levar, Schulter, M. Smith and Moore, urging Governor Jim Edgar and the Illinois General Assembly to amend the Constitution of the State of Illinois to require that all candidates for the position of circuit court judge have a minimum of

ten years experience as a licensed attorney, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- ENACTMENT OF CITY OF CHICAGO STRUCTURAL WORK
ORDINANCE WHICH WOULD ESTABLISH SAFETY STANDARDS
AND ENFORCEMENT PROVISIONS RELATING TO
CONSTRUCTION EQUIPMENT.

A proposed ordinance, to be known as the "City of Chicago Structural Work Ordinance", which would set forth safety standards and enforcement provisions related to the use of scaffolding, derricks, platforms and other temporary structures and equipment used in construction and establish a mechanism for compensation to persons injured as result of accidents in the use of such temporary structures and equipment, which was *Referred to the Committee on Buildings.*

Referred -- GRANT OF PRIVILEGE TO COFFEE CHICAGO
FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Coffee Chicago to maintain and use a portion of the public way adjacent to 5400 North Clark Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN NATARUS (42nd Ward):

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.*

Four 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:

Citibank, Federal Savings Bank -- to maintain and use four vaulted areas in the public way adjacent to One South Dearborn Street;

Harris Bank and Trust, under Trust Number 31694 -- to maintain and use a vaulted area in the public way adjacent to 10 West Hubbard Street;

Patten Partnership -- to construct, maintain and use a grease separator in the public way adjacent to 161 West Harrison Street; and

TK Michigan Avenue Corporation -- to construct, maintain and use sixty below-grade caissons in the public way adjacent to 730 North Michigan Avenue.

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.*

Also, eighty-eight proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Coach House Cafe, Inc., doing business as Albert's Cafe -- adjacent to 52 West Elm Street;

Theatre Lunan, Inc., doing business as Arby's Roast Beef and Sbarro Restaurant -- adjacent to 195 North Dearborn Street;

Arturo Coffee, Inc., doing business as Arturo Express -- adjacent to 919 North Michigan Avenue;

Ashkenaz, Inc., doing business as Ashkenaz Deli -- adjacent to 12 East Cedar Street;

Au Bon Pain Co., Inc. -- adjacent to 33 North Dearborn Street;

ABP Midwest, Inc., doing business as Au Bon Pain, The French Bakery Cafe -- adjacent to 200 West Adams Street;

ABP Midwest, Inc., doing business as Au Bon Pain, The French Bakery Cafe -- adjacent to 161 North Clark Street;

ABP Midwest, Inc., doing business as Au Bon Pain, The French Bakery Cafe -- adjacent to 222 North LaSalle Street;

ABP Midwest, Inc., doing business as Au Bon Pain, The French Bakery Cafe -- adjacent to 122 South Michigan Avenue;

ABP Midwest, Inc., doing business as Au Bon Pain, The French Bakery Cafe -- adjacent to 180 North Michigan Avenue;

JAO, Inc., doing business as Avanzare -- adjacent to 161 East Huron Street;

Ben Pao -- adjacent to 52 West Illinois Street;

159 Limited Partnership, doing business as The Big Bowl Cafe (Site II) -- adjacent to 159 West Erie Street;

Bismarck Hotel -- adjacent to 171 West Randolph Street;

Bistro Restaurant Limited Partnership, doing business as Bistro 110 -- adjacent to 110 East Pearson Street;

Superior Limited Partnership, doing business as The Blackhawk Lodge -- adjacent to 41 East Superior Street;

Boudin Sourdough Bakery -- adjacent to 20 North Michigan Avenue;

59 West Hubbard, Inc., doing business as Brasserie Jo -- adjacent to 59 West Hubbard Street;

508 North Enterprises, doing business as Bravissimo Restaurant -- adjacent to 508 North Clark Street;

Big Dog, Inc., doing business as The Cactus Lounge -- adjacent to 404 South Wells Street;

Carmine's Clam House, Inc. -- adjacent to 1043 North Rush Street;

Provence Ltd., doing business as Cassis -- adjacent to 160 East Huron Street;

Rose Wells, Inc., doing business as Centro Restaurant -- adjacent to 710 North Wells Street;

Bathsheba, Inc., doing business as Chicago Style Pizza and Eatery -- adjacent to 120 South Michigan Avenue;

Club Sandwich, Inc., doing business as Club Creole -- adjacent to 226 West Kinzie Street;

330 West Hubbard Restaurant Corporation, doing business as Coco Pazzo -- adjacent to 330 West Hubbard Street;

Mr. Leonid Pesin, doing business as Doral Deli -- adjacent to 81 East Madison Street;

Downtown Dogs, Inc., doing business as Downtown Dogs -- adjacent to 804 North Rush Street;

Dublin Bar and Grill, Inc., doing business as The Dublin Bar and Grill -- adjacent to 1050 North State Street;

European Sunny Cafe -- adjacent to 304 South Wells Street;

Flapjaws Saloon Ltd., doing business as Flapjaw's Saloon -- adjacent to 22 East Pearson Street;

Mr. Gary Mangino, doing business as Fontano's -- adjacent to 27 East Lake Street;

Ghirardelli Chocolate Shop & Soda Fountain -- adjacent to 118 East Pearson Street;

Gino's East Corporation, doing business as Gino's East -- 160 -- 164 East Superior Street;

The Gourmet Cup -- adjacent to 203 North Wabash Avenue;

Granata's Restaurant, Inc. -- adjacent to 120 North Wells Street;

Harry's Velvet Room -- adjacent to 534 North Clark Street;

Some Like It Hot Limited Partnership, doing business as Hat Dance -- adjacent to 325 West Huron Street;

MSP Enterprises, Inc., doing business as The Ice Cream & Yogurt Club -- adjacent to 32 East Oak Street;

Glorious Trading Corporation, doing business as Jia's Restaurant -- adjacent to 2 East Delaware Place;

Jacob Bros. Bagels -- adjacent to 50 East Chicago Avenue;

Trocadero, Inc., doing business as Kinzie Street Chop House -- adjacent to 400 North Wells Street;

Krystyna Investment, Inc., doing business as Krystyna's Cafe -- adjacent to 8 East Jackson Boulevard;

Limit-Up Pasta II -- adjacent to 29 West Lake Street;

Lizzie McNeill's, Inc. -- adjacent to 400 North McClurg Court;

Lou Mitchell's, Incorporated -- adjacent to 565 West Jackson Boulevard;

Luciano's Food, Inc., doing business as Luciano's -- adjacent to 871 North Rush Street;

101 Grand Limited Partnership, 101 Grand, Inc., doing business as Maggiano's Little Italy and Corner Bakery -- adjacent to 516 North Clark Street;

Falcoma Corporation, doing business as Mama Falco Pizza and Italian Cuisine -- adjacent to 5 North Wells Street;

Mama Mia! Pasta Michigan Avenue Partnership, doing business as Mama Mia! -- adjacent to 116 South Michigan Avenue;

Mambo Grill Ltd. -- adjacent to 412 North Clark Street;

Maraschino -- adjacent to 541 North Wells Street;

Mare Ltd. Partnership, doing business as Mare Restaurant -- adjacent to 400 North Clark Street;

Mr. Mike Kouimelis, doing business as Mike's Fast Food & Bar, Inc. -- adjacent to 829 North State Street;

Nick and Tony's, Inc. -- adjacent to One East Wacker Drive;

Mr. J. Restaurant, Inc., doing business as Mr. J. Restaurant -- adjacent to 822 North State Street;

Rezio-Citadel L.P., Ltd, doing business as Panda Express -- adjacent to 77 East Adams Street;

Pattie's, Inc., doing business as Pattie's Heart-Healthy -- adjacent to 520 North Michigan Avenue;

Pippin's Tavern -- adjacent to 806 North Rush Street;

Pizzeria Uno, Inc., doing business as Pizzeria Uno -- adjacent to 29 East Ohio Street;

Mr. Peter Georgiou, doing business as P.K.'s Cafe -- adjacent to 659 North State Street;

Portillo's Hot Dogs -- adjacent to 636 North Clark Street;

Quizno's Classic Subs -- adjacent to 159 North Wabash Avenue;

Redfish -- adjacent to 400 North State Street;

Gemelio, Inc., doing business as Ricobene's -- adjacent to 60 East Lake Street;

Rocky Mountain Bagel Co. -- adjacent to 3416 North Southport Avenue;

Rose Rush, Inc., doing business as Rosebud on Rush -- adjacent to 55 East Superior Street;

Salvador's Mexican Restaurant, Inc. -- adjacent to 73 East Lake Street;

Sam & Joe's -- adjacent to 221 West Van Buren Street;

Jamie's Restaurant, doing business as Santa Fe Cafe -- adjacent to 800 North Dearborn Street;

Jessica's Partnership, doing business as Scoozi -- adjacent to 410 West Huron Street;

The Shamrock Club, Inc., doing business as The Shamrock Club -- adjacent to 210 West Kinzie Street;

Star of America, Inc., doing business as Singha-Thai Restaurant -- adjacent to 340 North Clark Street;

Star of Superstars, Inc. -- adjacent to 1 East Delaware Place;

Streeters Tavern -- adjacent to 50 East Chicago Avenue;

Sutton Place Grande Hotel, doing business as Sutton Grande Hotel -- adjacent to 21 East Bellevue Place;

Szechwan East Restaurant -- adjacent to 340 East Ohio Street;

The Gold Coast Group Ltd., doing business as The Talbott Hotel -- adjacent to 20 East Delaware Place;

Tapas Barcelona -- adjacent to 111 West Hubbard Street;

T.G.I. Friday's, Inc., doing business as T.G.I. Friday's -- adjacent to 153 East Erie Street;

Two Humberto's, Inc., doing business as Timothy O'Toole's -- adjacent to 622 North Fairbanks Court;

Sparta Gyros on Chicago, Inc., doing business as Tony's Place -- adjacent to 22 East Chicago Avenue;

Hamm Family Enterprises, Inc., doing business as Tuscany on the Park -- adjacent to 3700 North Clark Street;

West Egg Cafe on State Street Ltd., doing business as West Egg Cafe -- adjacent to 1139 -- 1141 North State Street;

White Hen Pantry -- adjacent to 1036 North Dearborn Street;

Whitehall Hotel Restaurant -- adjacent to 105 East Delaware Place;

The 2nd Coast, Inc., doing business as The 3rd Coast on Delaware -- adjacent to 888 North Wabash Avenue;

Il Toscanaccio -- adjacent to 636 North St. Clair Street; and

332 Deli -- adjacent to 332 South Michigan Avenue.

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT LICENSE FEES FOR PARTICIPANTS IN
JEWELER'S ROW AREA ART FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for participants in the Jeweler's Row Area Art Festival to be held on Wabash Avenue, between Washington Street and Monroe Street, for the period of August 2 and 3, 1996, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, eight proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

American National Bank & Trust, under Trust Number 120-704-05 -- for one canopy at 209 West Jackson Boulevard;

Au Bon Pain Co., Inc. -- for one canopy at 200 West Adams Street;

Meyer Management, Inc., doing business as Big Apple Bagels -- for one canopy at 185 North Wabash Avenue;

Equity Office Properties L.L.C. -- for one canopy at 400 West Madison Street;

Friedman Properties Ltd. -- for one canopy at 59 West Grand Avenue;

Mr. Donald E. Kieffer, under Trust Number 47029 -- for one canopy at 160 East Illinois Street;

Oscar's Restaurant & Bar -- for one canopy at 203 North LaSalle Street;
and

Suparossa Ohio, Inc. -- for two canopies at 210 East Ohio Street.

Referred -- STANDARDIZATION OF PORTION OF SOUTH LYTLE
STREET AS "HONORABLE ANTHONY J. DE TOLVE WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of South Lytle Street, between West Cabrini Street and West Vernon Park Place, as "Honorable Anthony J. De Tolve Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

Referred -- EXEMPTION OF CHILDREN'S MEMORIAL HOSPITAL
FROM ALL 1996 CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from all 1996 city fees to Children's Memorial Hospital under its not-for-profit status, which was *Referred to the Committee on Finance.*

Referred -- GRANT OF PRIVILEGE TO ANDCO MANAGEMENT LTD.
TO MAINTAIN AND USE FLOOD CONTROL SYSTEM
IN PUBLIC WAY ADJACENT TO 2464 NORTH
GENEVA TERRACE.

Also, a proposed ordinance to grant permission and authority to Andco Management Ltd. to maintain and use a flood control system, consisting of two basins, in the public way adjacent to 2464 North Geneva Terrace, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Also, four proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Athenian Room Restaurant -- adjacent to 807 West Webster Avenue;

Grateful Deli -- adjacent to 1013 West Webster Avenue;

Nookies on Wells, doing business as Nookies -- adjacent to 1746 North Wells Street; and

Shine Garden Restaurant Corporation, doing business as Shine Garden Restaurant -- adjacent to 901 West Armitage Avenue.

Referred -- AUTHORIZATION FOR WAIVER OF LICENSE
FEES FOR PARTICIPANTS IN OLD TOWN
ART FAIR.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for participants in the Old Town Art Fair to be held on portions of North North Park Avenue, West Menomonee Street, North Lincoln Park West, West Wisconsin Street, North Orleans Street and West Willow Street, on June 8 and 9, 1996, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 356 WEST ARMITAGE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Brveggers Bagels to construct, maintain and use one canopy to be attached or attached to the building or structure at 356 West Armitage Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- AMENDMENT OF TITLE 11, CHAPTER 5, VARIOUS
SECTIONS OF MUNICIPAL CODE OF CHICAGO BY
CLASSIFICATION OF FLUORESCENT BULBS
AND HIGH INTENSITY DISCHARGE
LAMPS AS RECYCLABLE
MATERIALS.

A proposed ordinance to amend Title 11, Chapter 5, Sections 020 through 023 of the Municipal Code of Chicago by defining fluorescent bulbs and high intensity discharge lamps and by adding these items to the list of acceptable recyclable materials for high-density condominium and cooperative residential buildings, offices and commercial establishments, which was

Referred to the Committee on Energy, Environmental Protection and Public Utilities.

*Referred -- GRANT OF PRIVILEGE TO SOUTHPORT SANDWICH
COMPANY FOR SIDEWALK CAFE.*

Also, a proposed ordinance to grant permission and authority to Southport Sandwich Company to maintain and use a portion of the public way adjacent to 3553 North Southport Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 2833 NORTH SHEFFIELD AVENUE.*

Also, a proposed order authorizing the Director of Revenue to issue a permit to The Cue Club to construct, maintain and use twelve canopies to be attached or attached to the building or structure at 2833 North Sheffield Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN HANSEN 44th Ward):

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.*

Also, nine proposed ordinances, presented by Alderman Levar, to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

The Bread Shop, Inc., doing business as The Bread Shop -- adjacent to 3400 North Halsted Street;

Cafe Avanti, Inc., doing business as Cafe Avanti -- adjacent to 3706 North Southport Avenue;

Coffee Chicago Ltd., doing business as Coffee Chicago -- adjacent to 3323 North Clark Street;

Icebox -- adjacent to 2943 North Broadway;

Lakefront Restaurant, Inc. -- adjacent to 3042 North Broadway;

Melrose Cafe, Inc. doing business as The Melrose Restaurant -- adjacent to 3233 North Broadway;

Mr. Joseph D. Venere, doing business as Red Tomato, Inc. -- adjacent to 3417 North Southport Avenue;

R.B.I. Sluggers, Inc. doing business as Slugger's -- adjacent to 3540 North Clark Street; and

Uncommon Ground, Inc. -- adjacent to 1241 West Grace Street.

Presented By

ALDERMAN LEVAR (45th Ward):

GRANT OF PRIVILEGE TO EDWARD FOX PHOTOGRAPHY
TO CONSTRUCT, MAINTAIN AND USE DECORATIVE
BRONZE SCULPTURE IN PUBLIC WAY
ADJACENT TO 4900 NORTH
MILWAUKEE AVENUE.

A proposed ordinance reading as follows:

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

SECTION 1. Permission and authority are hereby given and granted to Edward Fox Photography, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a decorative bronze sculpture, adjacent to the premises known as 4900 North Milwaukee

Avenue. Said sculpture shall be six (6) feet in height, having a circular base measuring four (4) feet in diameter. No projections to extend beyond base more than two (2) inches. Sculpture shall be a photographer holding a camera. Authority herein granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred 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 19713 of this Journal.]

Alderman Levar 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 Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

3/26/96

NEW BUSINESS PRESENTED BY ALDERMEN

19713

Ordinance associated with this drawing printed on pages
19709 through 19712 of this Journal.

Edward Fox
PHOTOGRAPHY

4900 NEWALKER AVE.
CHICAGO, IL 60630

NO PROJECTIONS EXTEND OUT OVER BASE AREA MORE THAN 2 INCHES



base mounted approx. 12 inches higher than sidewalk

CIRCULAR BASE 48.5 inch diameter

hrrica prul flnk SCULPTOR/DESIGNER

90 POLE BRIDGE ROAD

WOODSTOCK, CT. 06281 (860) 974-0136

Presented By

ALDERMAN SCHULTER (47th Ward):

GRANT OF PRIVILEGE TO MR. FREDERICK LOPPE-PEYRIN
(DOING BUSINESS AS PARIS PASTRIES) FOR
SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Frederick Loppe-Peyrin, doing business as Paris Pastries, to maintain and use a portion of the public way adjacent to 1822 West Montrose Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF PAULINA TOWNHOMES PROJECT FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITY
FOR 1657 WEST IRVING PARK ROAD.

Also, a proposed ordinance to exempt Paulina Townhomes Project from the physical barrier requirement pertaining to alley accessibility for the parking facility for 1657 West Irving Park Road, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF 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:

Love Is -- Flowers & Gifts -- for one canopy at 3953 North Ashland Avenue; and

Slemon and Gloria Yonan -- for two canopies at 3064 North Lincoln Avenue/1800 -- 1804 West Addison Street.

Presented By

ALDERMAN M. SMITH (48th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION
OF WEST EARLY 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 that portion of Early Avenue, from Broadway west to the alley located 1212 -- 1213 West Early Avenue, for Community Counseling Centers of Chicago, a non-profit corporation. Said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman M. Smith moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman M. Smith, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022
AND 023 OF MUNICIPAL CODE OF CHICAGO CONCERNING
ISSUANCE OF NEW ALCOHOLIC LIQUOR AND
PACKAGE GOODS LICENSES WITHIN
FORTY-EIGHTH WARD.

Also, a proposed ordinance to amend Title 4, Chapter 60, Sections 022 and 023 of the Municipal Code of Chicago by deleting subsections 022(48.6), 023(48.14) and 023(48.16) relating to the issuance of alcoholic liquor and package goods licenses within the 48th Ward, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- EXEMPTION OF METRO TOYOTA, INC. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR
PARKING FACILITIES FOR
5625 NORTH BROADWAY.

Also, a proposed ordinance to exempt Metro Toyota, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5625 North Broadway, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF TITLE 17, SECTION 3.2 OF
MUNICIPAL CODE OF CHICAGO (CHICAGO
ZONING ORDINANCE) TO REDEFINE
"BUSINESS SIGNS".

Also, a proposed ordinance to amend Title 17, Section 3.2 of the Municipal Code of Chicago (Chicago Zoning Ordinance) by redefining and clarifying the scope and function of business signs, which was *Referred to the Committee on Zoning*.

3/26/96

NEW BUSINESS PRESENTED BY ALDERMEN

19717

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
5245 NORTH BROADWAY.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Olympic Signs, Inc. to install a sign/signboard at 5245 North Broadway, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 7310 NORTH HAMILTON AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Paul Swapp to park his pickup truck and/or van at 7310 North Hamilton Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, REFUND OF FEES,
WAIVER OF FEE AND CANCELLATION
OF WATER RATES, ET CETERA.

Proposed ordinances, orders, et cetera described below, were presented by the alderman named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN HAITHCOCK (2nd Ward):

Uptown Habitat for Humanity -- for construction of new buildings on the premises known as 2215, 2223, 2229, 2231, 2233, 2243 and 2253 West Warren Boulevard.

BY ALDERMAN SHAW (9th Ward):

Ada S. McKinley School -- for improvement of existing structure on the premises known as 11400 South Edbrooke Avenue.

BY ALDERMAN BUCHANAN (10th Ward):

Our Lady Gate of Heaven -- for construction of a one story addition on the premises known as 2338 East 99th Street.

BY ALDERMAN FRIAS (12th Ward):

Cermak Health Services -- for construction of a new health facility.

BY ALDERMAN TROUTMAN (20th Ward):

New Hermitage Christian Center -- for rehabilitation of existing structures on the premises known as 5842 South Princeton Avenue.

BY ALDERMAN BURRELL (29th Ward):

Circle Christian Development Corporation -- for renovation of existing structure on the premises known 5700 -- 5710 West Washington Boulevard.

BY ALDERMAN GABINSKI (32nd Ward):

American Red Cross -- for new construction on the premises known as 1148 North Oakley Boulevard.

BY ALDERMAN NATARUS (42nd Ward):

Chicago Loop Synagogue -- for erection and maintenance of various buildings on the premises known as 16 South Clark Street.

Chicago Transit Authority -- for replacement of steel barriers for train stations at 150 West Congress Parkway, 19 North Dearborn Street, 30 South Dearborn Street, 114 North Dearborn Street, 127 North Dearborn Street, 219 South Dearborn Street, 314 South Dearborn Street and 188 North State Street.

Chicago Transit Authority -- for construction/remodeling of C.T.A. train station at West Lake Street and North Wells Street.

Chicago Park District -- for construction of lakefront comfort station at North Lake Shore Drive and East Chicago Avenue.

Rush-Presbyterian-Saint Luke's Medical Center -- for construction of the president's residence on the premises known as 601 -- 605 South Loomis Street.

BY ALDERMAN BERNARDINI (43rd Ward):

Francis Parker School -- for renovations on the premises known as 330 West Webster Avenue.

BY ALDERMAN MOORE (49th Ward):

Chicago Transit Authority -- for renovation of storefronts at the elevated train stations at 1200 -- 1208 West Loyola Avenue, 1355 -- 1405 West Morse Avenue, 1353 -- 1405 West Lunt Avenue and 1521 -- 1527 West Jarvis Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN OCASIO (26th Ward):

Association House of Chicago, 3455 West North Avenue and 2650 West Hirsch Street.

BY ALDERMAN BURNETT (27th Ward):

Strive Employment Service, Inc., 3514 West Chicago Avenue.

BY ALDERMAN E. SMITH (28th Ward):

Mount Sinai Hospital and Medical Center, South California Avenue at West 15th Street.

BY ALDERMAN NATARUS (42nd Ward):

Goodwill Industries of Metropolitan Chicago, 601 West Polk Street.

International Music Foundation, 500 North Dearborn Street.

BY ALDERMAN BERNARDINI (43rd Ward):

Lincoln Park Cooperative Nursery School, 1753 -- 1755 North Fern Court.

Park West Community Association, 600 West Fullerton Parkway.

Victory Gardens Theater, 2257 North Lincoln Avenue (3).

BY ALDERMAN SCHULTER (47th Ward):

Concordia Child Care Center, 3855 North Seeley Avenue.

CANCELLATION OF WARRANTS FOR COLLECTIONS:

BY ALDERMAN HAITHCOCK (2nd Ward):

Illinois Institute of Technology, various locations -- semi-annual elevator inspection fees and annual building inspection fees (2).

*BY ALDERMAN STEELE for
ALDERMAN HOLT (5th Ward):*

Vivekananda Vedanta Society, 5419 South Hyde Park Boulevard -- annual building inspection fee.

BY ALDERMAN TROUTMAN (20th Ward):

Ada S. McKinley Community Services, Inc., 6033 South Wentworth Avenue -- annual building inspection fees.

BY ALDERMAN ZALEWSKI (23rd Ward):

Mrs. Beata Bogden, 5032 South Lawler Avenue -- emergency medical services (transportation by ambulance) to Holy Cross Hospital.

Mrs. Genevieve Piorunski, 5323 South Latrobe Avenue -- emergency medical services (transportation by ambulance) to Holy Cross Hospital.

BY ALDERMAN SOLIS (25th Ward):

Pilsen Community Boys Club, 2157 West 19th Street -- fuel burning equipment inspection fee.

BY ALDERMAN O'CONNOR (40th Ward):

Anixter Center, various locations -- semi-annual elevator inspection fees and annual building inspection fee (2).

Anixter Center Apartments, 6610 North Clark Street -- fuel burning equipment inspection fee.

BY ALDERMAN DOHERTY (41st Ward):

Rauch and Company, 8725 West Higgins Road -- mechanical ventilation inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

The Chicago Loop Synagogue, 16 South Clark Street -- semi-annual elevator inspection fee and annual public place of assembly inspection fee (2).

BY ALDERMAN MOORE (49th Ward):

The Sisters of Charity B.V.M. Convent, 6364 North Sheridan Road -- annual pollution control and process device inspection fee.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue -- fuel burning equipment inspection fee.

REFUND OF FEES:

BY ALDERMAN MUNOZ (22nd Ward):

Pro Health Clinic, 4230 West 26th Street -- refunds in the amounts of \$339.00 and \$225.00.

BY ALDERMAN O'CONNOR (40th Ward):

Hull House Association Project T.E.A.M. Motor Vehicle Repair (Engine Only), 5650 North Western Avenue -- refund in the amount of \$250.00.

BY ALDERMAN HANSEN (44th Ward):

The Thresholds, 2700 North Lakeview Avenue -- refunds in the amounts of \$40.00 and \$60.00.

WAIVER OF FEES:

BY ALDERMAN M. SMITH (48th Ward):

McCormick Boys and Girls Club, 4835 North Sheridan Road.

CANCELLATION OF WATER RATES:

BY ALDERMAN BURKE (14th Ward):

Five Holy Martyrs Convent, 2901 West 43rd Street.

Five Holy Martyrs School, 4324 -- 4328 South Francisco Avenue.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN HAITHCOCK (2nd Ward):

Bronstein, Irving
Harvey, Marie E.
Kramer, Ferdinand
Lee, William F.

BY ALDERMAN PRECKWINKLE (4th Ward):

Austin, Adelaide M.	McNeal, Frankye
Ball, Vera J.	Meltzer, Hyman J.
Beal, Rufus	Myers, John H.
Bowie, Martha F.	Prejean, Julia A.
Chissell, Easter L.	Pryor, Lillian W.
Clark, Helen B.	Rosenstein, Hortense E.
Coleman, Robert L.	Salomon, Elsbeth
Currin, Gwendolyn	Saxon, Evelyn M.
Epstein, Raymond	Shiu, Maurice P.
Frank, Anne	Siliger, Agnes I.
Geaither, Barbara U.	Waring, Sibyl
Gratton, David L.	Washington, Clarence E.
Marchant, Frank A.	Winslow, Alfred A.

*BY ALDERMAN STEELE for
ALDERMAN HOLT (5th Ward):*

Alexander, Leona Z.

Allen, Evelyn M.

Anderson, Linnea O.

Austin, Jean L.

Barret, Ann

Bartlett, Vera T.

Bass, Martha E.

Baum, Donald C.

Baylous, Robert E.

Bell, Travers J.

Bendix, Karl

Berenson, Arthur R.

Beven, Kathryn S.

Bradshaw, Edwynne G.

Breslauer, Stephanie M.

Babette, Brody S.

Brown, Josie Childs

Brown, Willie B.

Brownlee, Brady

Burnett, Delores S.

Bush, Madge A.

Byrd, Arnie M.

Cammack, Inez L.

Carothers, Juanita B.

Carpenter, Louis

Cartwright, Katherine A.

Chandler, Lucy

Charlton, Charles

Chertkow, Sara

Cmarik, Margaret M.

Cohn, Benard S.

Cohn, Carl M.

Colby, Ruth M.

Couch, John and Maria

Crayton, Mary L.

Crowson, S-Marie

Curry, Lillian M.

Dallas, Howell J.

Danker, William J.

David, Lois

Davidson, Evelyn R.

Davidson, Sidney

Davis, Bessie M.

Davis, Carrie L.

Davis, Juanita

Davis, Nathan

Dawson, Erma

Despres, Leon M.

Deutsch, Rozanne

Dobson, Catherine L.

Douglas, Edna

Dwartz, Jack

Edmondson, Roy J.

Ellis, Letty G.

Epstein, Laura

Erickson, Iatser C.

Fernandez, Mayme

Figatner, Annette

Fineberg, Thomas A.

Floyd, Doris F.

Fried, Josef

Fuerst, Jean S.

Goldberg, Leah

Goldberg, Marvin M.

Goldiamond, Betty

Gordon, Edward

Grady, John M.

Grayson, Elizabeth S.

Green, William R.

Greenberg, Herbert

Greene, Theodore T.

Gregoire, Oliver L.

Griswold, Geneva K.

Gross, Edward

Grossman, Lore

Guterbock, Hans G.

Guye, Classie M.

Hall, Elizabeth F.

Halpern, Jack

Hanna, Juliette

Harding, Marion K.

Harris, Adrienne

Harris, Juanita

Hatch, Constance E.

Hatch, Lillian

Hatcher, Mae

Hay, Donald A.

Hayashi, James A.

Hayes, Annie L.

Heydemann, Julius

Hicks, Shirley

Hill, Knox C.

Hirsch, Helen

Holder, Laverne

Howe, Helen S.

Irons, Mary E.

Iwagami, Myra

Jackson, Ruby

Jacobsohn, Sandra

Jaffe, Geraldine G.

James, Kenneth R.

Johnson, Alma L.

Johnson, Helen P.

Jones, Fannie

Jones, Joan L.

Jones, Russell C.

Jones, William H. Lowinsky, Gretel

Jordan, Nellie H.

Judas, Ilse Maclaire, Fl Mann, Irving H.

Mallace, Paulorence

Kaplan, Flora

Karasik, Russell

Katz, Celia S.

Katz, Sidney

Kaufman, Phillip

Kelly, Ida C.

Kennedy, Leo

Kolb, Gwin J.

Lach, Alma and Donald

Laevin, Ben

Lambert, Janice C.

Lanzl, Lawrence H.

Lawrence, Charles H.

Leighton, Frederick

Levin, Louise

Levy, Beatrice F.

Lewis, Gladys B.

Lewy, Lucile M.

Lewy, Robert

Linroth, Laura E.

Lowe, Louise

Lowry, Theresa

Luecke, Richard H.

Markel, Bernard

Marks, Ira

Marks, Patricia J.

Martin, Lucile S.

Maser, Inge

Mayer, Frank J.

McCleary, Nan S.

McClellan, Edward J.

McClendon, Mabel B.

McFolling, Maurice J.

McGinnis, Helena C.

Mc Grath, Mildred G.

McGuire, Eunice H.

Mendelson, Saul

Meyer, Peter

Miller, Irving

Miller, Rose

Mirsky, Marvin

Moore, Carolyn S.

Moss, Joseph J.

Murphy, Beatrice L.

O'Brien, Helen F.

Ogasawara, Minoru

Orden, Alex

Ormuz, Maria

Osborn, Nettie J.

Owens, June P.

Pardo, Yrech

Paris, Katie S.

Patchen, Robert A.

Patterson, Ruth L.

Pelz, Lorie K.

Peppers, Jefferson

Perterson, Mildred O.

Pinkston, Isabella

Porter, Andrew

Power, Susan K.

Pridgen, Sam, Jr.

Randleman, Dorothy Z.

Rayner, Alice L.

Reaves, Clara M.

Rhinestine, Samuel J.

Roberson, Lerlene

Rogers, Harry M.

Roizman, Ludmila

Rosenblum, Ruth

Rosenbusch, Trude

Rosenstock, Charlotte

Rosenthal, Ira

Rossin, Rochelle S.

Rubin, Caroline

Rusnak, Maurice

Sachs, Robert

Sack, Lillian

Sain, Estelle

Schloerb, Mary J.

Schneider, Betty J.

Schneiderman, Beatrice K.

Scipio, Christina L.

Seidman, Evelyn

Seligman, Else

Shefner, Alan and Deborah

Shellow, Vivian

Shular, Clarence L.

Slater, Anne M.

Smith, Annie

Smith, Ernestine

Smith, Renell

Spargo, Benjamin

Spaulding, Georgia G.

Spiegel, Elizabeth D.

Staver, Helaine R.

Sterling, Joann

Stewart, Samuel

Stolhammar, Rueben J.

Strable, Jane S.

Strickland, Helen L.

Strode, Zenobia E.

Stronks, James B.

Williams, Martin

Sweden, Minnie B.

Sweeney, Alma

Sylvester, Virginia M.

Taschini, Pierangelo

Teegarden, Florence M.

Todd, Ilse M.

Townzel, Estella

Vandermeulen, Norma W.

Verret, Florence

Vikstrom, Charlotte

Wagner, Alfred .

Wallach, Lorraine B.

Walther, Marianne L.

Ward, Irving M.

Webb, Kenneth L.

Webb, Mazola M.

Weinberg, Norman

Weiner, Paul S.

Wentz, Vida

Westberg, Raymond

Wick, Elisabeth W.

Wick, Elisabeth W.

Williams, Cardetta

Williams, Martin

Williams, Rachel

Wilbon, Johnnie

Wirszup, Izaak

Wolf, Fanny R.

Yamayoshi, Tom T.

Zauber, Issa

Zellner, Arnold

Zesmer, David M.

Zeuch, W. Virginia

Zimmerman, Sara R.

BY ALDERMAN STEELE (6th Ward):

Brown, Evelyn

Elster, Russell C.

Hickman, Christina

Irvin, Walter and Alma

Miller, Gladys

Minor, Daniel L.

Washington, Betty

BY ALDERMAN DIXON (8th Ward):

Buckner, Magnolia

Conner, Fronnie

Foster, Allene

Smith, Ellise C.

BY ALDERMAN OLIVO (13th Ward):

Giglio, Louise N.

Gilich, Donald E.

Novak, Grace M.

Reidy, Lillian

BY ALDERMAN MURPHY (18th Ward):

Zaro, Victor F.

BY ALDERMAN ZALEWSKI (23rd Ward):

Adam, Stephanie M.

Bara, Bertha

Baruch, Therese M.

Bergeron, Jean C.

Brazinski, Lillian

Brzostowski, Stella

Buckley, Marie

Doherty, Luella G.

Dowling, Bernice

Dziennik, Lillian E.

Fuchs, Clara M.

Gottschlak, Florence C.

Huber, Herman William

Koszola, Loretta

Kucera, Mary T.

Legenza, Angela H.

Leo, Leona

Luka, Anita

Miller, Chas E.

Norway, Helen

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NEW BUSINESS PRESENTED BY ALDERMEN

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Osacky, John J.

Pechukas, Verne B.

Przyzycki, John

Rizzo, Joseph J.

Rumchek, Adele J.

Sopron, Mary

Staszak, Mary

Totoris, Felix A.

Usavage, Edward J.

BY ALDERMAN BURRELL (29th Ward):

Gray, Mae F.

King, Coleman H.

BY ALDERMAN WOJCIK (30th Ward):

Boyan, Maria

Drewes, Elizabeth

McHugh, Eileen M.

Milici, Joseph F.

BY ALDERMAN BANKS (36th Ward):

Council, Estelle

Kissel, Anthony J.

LoPresti, Marie A.

Naumes, Lois E.

Van Hecke, Alice

Wojtiuk, Justyna

Zincoris, Robert E.

BY ALDERMAN ALLEN (38th Ward):

Clark, Charles A.

Koepke, Harriet E.

Martino, Robert

Sala, Noreen

Wieczorek, John L.

BY ALDERMAN LAURINO (39th Ward):

Sutow, Melvin and Hilda

BY ALDERMAN O'CONNOR (40th Ward):

Abman, Meyer

Kurshenbaum, Sam

Athanaisiades, Christina

Lachman, Harry

Lukowitz, Anna
Madenberg, Sara
McClure, Hunter
Miller, Fay
Wold, Alex

Murphy, Onelia
Neuman, Wolfgang
Pollack, Rose
Surlin, Al

BY ALDERMAN DOHERTY (41st Ward):

Abezetian, Noyemi
Amelio, Carmela
Bell, Robert W.
Bobel, Doris
Borchmann, Elizabeth

Bradley, Catherine M.
Brieske, Mary
Bruno, James C.
Buczarski, Nadzieja
Carney, Kathryn, Martin and
Rose Marie

Cella, Isabelle
Chitty, Thais G.
Chmielewski, Marie
Chodkiewicz, Mary
Daly, Mary
Demetry, Louis
DiGirolamo, Mary J.

Dindia, Mary P.
Duffin, James B.
Dvorak, Vaclav M.
Elliott, Eileen
Fazio, Josephine

Fidanze, Henry
Frank, Lillian C.
Gattorna, Louis A.
Gordon, Josephine
Greco, Russell T.

Gunther, Virginia R.
Guzaldo, Cecelia
Healy, Marion P.
Hoffman, Charlotte W.
Houvouras, Aphrodite
Hughes, Amy
Jacobsen, Lurette

Johnston, Dorothy

Kaempfer, Sybille

Kane, James T.

Kedzierski, Irene

Koehler, Henry G.

Kolinski, Helen

Kontopoulos, Betty

Leone, Ann

Ley, Rita C.

Lezak, Dorcas R.

Loconte, Vito S.

Ludtke, Medard F.

McManamon, Katheryn

McNulty, Jean

Micek, Lillian

Miller, Rita

Nowak, Sophie

Nyberg, Clemence W.

Olson, Bernice

Pociask, Tony

Quinn, Geraldine

Ranallo, Fred M.

Raney, Myrtle L.

Rann, Edwin J.

Reynolds, Doyle Eugene

Ritti, Dominic J.

Rubenstein, Ruth

Sadler, Lillian M.

Sannicandro, Theresa

Schreiber, Theresa

Schwartz, Edward H.

Sciacca, Daniel T.

Sharpness, Mary L.

Siarkiewicz, Edward

Sorensen, Darline

Soitz, Bernice C.

Spapperi, Anne

Steggars, Hildred R.

Timmerman, Elaine

Tough, Lorraine J.

Traylor, Loretta

Tumasz, Eugeniusz

Turek, Bernadette M.

Ventura, John

Wallace, Jane G.

Werhan, Lionel

Wilczenski, Jean J.

BY ALDERMAN NATARUS (42nd Ward):

Alton, Lida L.

Behr, Mildred

Bellack, Daniel E.

Bennett, Marshall

Beskin, Cyril S.

Bigg, Joan L.

Boreloo, Clara

Brahill, Lucille

Brennan, Catherine

Busch, Albert I.

Colby, Carol

Connor, Berry

Corbisiero, Carmine

Curran, Lucille

Davis, Esther P.

Dedieian, Miriam

Dennis, Wheeler and Peggy

Dhondy, Russ and Betty

Dorcick, Seymour M.

Dumanian, Ara V.

Ehrlish, Danuta

Feitler, Robert

Frank, Albert

Friedman, David

Freidman, Lawrence D.

Frigo, Johnny V.

Ginsburg, Katherine

Grias, Gertrude

Hellerman, Don V.

Jacobson, Sam

Kassriel, Robert S.

Kernohan, Carmel

Klein, Bette Lou

Kluczynski, Melanie I.

Koval, Leonard W.

Lai, Grace M.

Lavery, Harry D.

Malkin, Earle A.

McCartney, Elmer L.

Miller, Alice C.

Miller, Sheldon P.

Milligan, Treva M.

Minta, Eugenia E.

Mulligan, Hugh E.

Murphy, Raymond J.

Hanna, Ness

O'Meara, William L.

Parzen, Philip and Trude

Rathke, Kenneth

Ryan, Angela A.

Schimberg, Alice

Shifrin, Martin

Shorr, Donald D.

Silfen, Stuart A.

Skok, Thomas

Steinberg, Eva

Stern, Bernice

Spielman, Ralph

Taft, Mary A.

Topel, William E.

Tropp, Daniel and Maxine

Varellas, Eve E.

Virglante, Frank J.

Werd, Dorothy A.

Westcott, Robert F.

Wexler, Lenore L.

Willett, Phylliss

Winternitz, Ruth

BY ALDERMAN BERNARDINI (43rd Ward):

Anderson, Robert S.

Arbetman, Sylvia

Finkel, Harry

Fetz, Emma

Grundhoefer, Julie

Hightower, Helen

Hurst, Theodore W.

Katz, Betty L.

Kromer, Charlotte

Levine, William

Levinson, Muriel

Nussbaum, Myron

Potter, Charles and Barbara

Silverman, Dolores

Tecklenburg, Walter F.

Waters, Elsa

Young, Joann

Zarzycki, Alice

BY ALDERMAN HANSEN (44th Ward):

Becker, Leonard

Branch, Olive A.

Gorin, Marian

Green, Eleanor

Hyman, Erwin

Knepler, Henry

Kominsky, Celia

London, Philip

Shaykin, Rose

Sher, Richard

Spiwak, Jerome

BY ALDERMAN LEVAR (45th Ward):

Biel, David

Boratyn, Joane M.

Demith, Regina S.

Dowd, Walter

Dunn, LaRita

Fredrick, Katherine

Gantz, Adelle

Gawel, Margaret

Gebavi, Katharina

Gelb, Richard J.

Georgevich, Mary C.

Getz, Marie and Helen

Gianakopoulos, Mary C.

Gobeyn, Florence B.

Gormley, John C.

Grabowski, Mary A.

Griesmann, Sue M.

Grigg, Albert F.

Gromer, Ruth

Gualano, Antoinette

Gutchman, Gloria

Hamal, Hrisoula

Harte, Elaine A.

Heisler, Therese

Hentschel, Emmy

Hermann, Dorothea

Hobert, Evelyn

Hoffmann, Amelia

Houston, Edward

Houston, Helen

Humel, Barbara

Ireland, Genevieve M.

Jacobsen, Lillian G.

Jakymiw, Mary

Jankauskas, Stella L.

Janowiak, Emily

Janowiak, Jane

Janusz, John A.

Janz, Elizabeth

Jelisavka, Brankovic

Jensen, Mary

Johnson, Raymond E.

Johnson, Ruth E.

Jozwaik, Lorraine

Justus, Edward

Kamradt, Frank J.

Kashuba, Frances D.

Kazonovitz, Irving

Kellogg, James C.

Kibartas, Marie

Kirchberger, Joan M.

Kittler, Irene

Kitzke, Clara

Klockowski, Anna

Knees, William

Kneisel, Claire

Kokkelenberg, Caroline

Kolodziej, Janine

Kordalewski, Irene

Kowalski, George

Kraemer, Mildred

Krupa, Sophia

Krupica, Fred

Kuenstle, Adeline

Kurz, Anna

Lambrecht, Evelyn

Larson, Stina

Latoszynski, Halina

Lazar, Maria

Leimetter, Virginia A.

Lewandowski, Pearl

Lichvar, Nicholas

Liskevych, Anna

Loeger, Richard J.

Lowczynski, Wanda

Loughran, Cecelia

Lundblad, Carol

Lundman, Jennie

Malek, Rita

Mansour, Kamal

Markiewski, Angeline

Markley, Julie

Marshall, Stephanie

Matthews, Dorothy

Matthews, Lillian

Martinez, Rosemarie

Meger, Jean M.

Melichar, Joseph P.

Merle, Magdalen

Merszi, Margaret

Michalak, Harry N.

Miecznikowski, Frances

Mielcarek, Edward

Miskovitz, Eva

Moga, Anna

Murano, Marie

McCarthy, William F.

McNulty, Patrick J.

Netter, Arthur

Nicholas, Helen

Nordstrom, June E.

Norling, Kathryn

Norsworthy, Ann

North, George

Oberting, Marie

O'Byrne, Mary

Orloff, John F.

Ortoleva, Eleanor A.

Oskroba, Stephen F.

Ostrowski, Adam

Otte, Harriet

Oxford, Opal

Paglini, Ann

Palazzotto, Sam

Paskvan, Marian

Piekarz, Mary

Piekarz, Stefania

Pokornowski, Bernice

Popova, Ruja

Posner, Bessie

Quillin, Elizabeth

Quirk, Frances

Ralicki, Arthur
Redmond, Dolores A.
Repel, Sophie
Reynolds, Donald
Rizzo, John

Robek, Anna
Rokicki, Robert A.
Rossi, Luella
Rossini, Anita
Rowley, Terese M.

Sanders, LeRoy
Savarese, Annie L.
Schmidt, Heinz G.
Schmidt, John
Scholinsky, Dorothy

Schultz, Betty
Scott, Sue
Sedore, Claire
Sheehan, John
Shepack, John

Shortino, Marion R.
Sihler, Franz
Skiba, Krystyna
Smogolski, Ervin R.
Smolenski, Stanislaus

Spallino, Celia J.
Stasulas, Walter F.
Step, Henrietta
Strzalkowski, Ralph
Strzelec, Albina

Sturomski, Josephine
Styburski, Sophie
Such, Joseph M.
Sukiennik, Bernice
Sweeney, Nora

Szarek, Edward
Szuchart, Irene
Szymczak, Mary
Tabor, Sophie
Taffs, Audrey

Tandel, Robert
Targosz, Stellann
Ternes, Anna
Thomas, Opal B.
Towns, Emily A.

Tylutki, Alice
Vaglica, Dolores
Veilands, Guna
Virnich, Elsie
Vitek, Franklin

Vitous, Irene M.

Webber, Catherine

Weber, Norma A.

Wertz, Evelyn

Weslow, Carmella

Wettermann, Elise

Wheeler, Margaret

Wiertel, Diane

Wierzbicki, Wacław

Wilson, Joan

Wilson, June

Wirth, Charlotte

Witcher, Cleonora

Wnuk, Janina

Wojton, Victoria

Wrobel, Eleanor

Wrona, Ruth

Yamasaki, Yukio

Yoshizumi, Kaye

Zahn, Nicholas

Zalesny, Walter

Zanko, Lois F.

Zaraza, Genevieve T.

Zermer, Dolores M.

Zilka, Julia

Zisner, Grace

Zumpf, John

Zwiefka, Helen

BY ALDERMAN SHILLER (46th Ward):

Baumchen, Joseph

Bennett, Sylvia K.

Berzon, Ester

Brungard, Lucile

Burakoff, Meyer

Butz, Ralph, Jr.

Calisoff, Jeanne

Chaiyapern, Vithan

Cohen, Lee

Conyers, Mercer

Feldsher, Keyla

Gringberg, Arkadiy

Hinger, Mabel E.

Hirashima, Shinkichi

Jaffee, Ceil B.

Johnson, Edith

Katsman, Ester

Katz, Bernard

Lasley, Charles E.

Libanov, Lev

Lopez, Jose

Lurye, Boris

Marmer, Ilya

Neuman, Mary A.

Petlakh, Abram

Rodriguez, Iris

Rodriguez, Miguelina

Shafton, J. Donald

Smierciak, Genevieve

White, Harriette

Yeldandi, Veerainder

Zarkhin, Leyzer

Zilbershteyn, Rukhlya

BY ALDERMAN SCHULTER (47th Ward):

Arado, Irene H.

Becker, Molly

Blie, Max

Bromann, Eleanor

Cupuro, Catherine

Dorsey, Theresa L.

Glass, Charlotte M.

Gorncy, Mary P.

LaSusa, Bertha

Lingl, Lucille T.

Papescu, Sofia

Valdes, Arturo

Weaver, Reo D.

Wentzlaff, Anna

BY ALDERMAN M. SMITH (48th Ward):

Accola, Marilyn L.

Alexander, Jean K.

Astrin, Yvette

Beck, Jane S.

Brennan, Adelaide F.
Brumbaugh, Owen E.
Cahn, Claire
Fruehauf, Marianne G.
Goldsmith, Georgette

Hegarty, Martin J.
Iannitello, Rosario
Kalant, Adeline P.
LaPalio, Philip
Leighton, Robert A.
Lichtman, Isadore W.

Minor, Josephine
Mytar, Helen W.
Norden, Michael
Rosen, Roma
Sato, Aya Y.

Schlesinger, Dave
Swirsky, Abel D.
Topaz, Gustav
Uretsky, Celia K.
Weber, Marion H.
Zidoff, Ann

BY ALDERMAN MOORE (49th Ward):

Brancatini, Georgette
Cebalski, Helen I.
Harris, Sophie
Hartog, Kurt
Kane, Ruth
Kesner, Anette L.

McManman, Rosemary E.
Molzahn, Estelle
Preus, Madelyn M.
Stein, Rosel
Tansey, Katherine
Terrones, John M.

BY ALDERMAN STONE (50th Ward):

Bannor, Norman L.
Brosilow, Shirley
Bzdusek, Anna

Daniels, Milton
Eldenkamp, Carroll D.
Fellin, Mildred F.

Fischer, Vera H.

Fox, Louise and Thomas

Funtowitz, Sol

Glick, Rochelle

Goldberg, Ruth L.

Goldfarb, Nathan

Goodman, Alvin L.

Graver, Harry

Hanrahan, Margaret Mary

Hepz, Margot

Hesselberg, Louis

Heyman, Dorothy

Hirshfield, Goldie

Horwitz, Sharon

Jzak, Pechter

Jacobs, Deena

Kaplan, Meyer (Lottie)

Katz, Sol

Kline, Jack

Kussy, Anna

Levenstam, Mollie

Levitansky, Helen S.

Loewenstein, Frances

Mendelson, Harry

Pruzansky, Helen

Rapport, Ida

Resnick, Sophie

Ross, Selma

Roth, Bernice

Sherman, Max

Shulman, Milton D.

Solomon, Rosalie

Spicer, Gretchen

Thoma, Margaret J.

Van Gelder, Irvin

Wajswol, Israël

Weiserk, Ellen

Whitehouse, George

Zucker, Mina

*ALDERMAN LEVAR for
ALDERMAN STONE (50th Ward)*

Rimboym, Lyubo

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (March 6, 1996).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on March 6, 1996, at 10:00 A.M., signed by him as such City Clerk.

Alderman Banks moved to *Correct* said printed Official Journal of the Proceedings of the regular meeting held on Wednesday, March 6, 1996, as follows:

Page 18421 -- by deleting the Map Number "11-I" appearing in the fifteenth and nineteenth lines from the top of the page and inserting in lieu thereof the Map Number "11-J".

The motion to correct *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal, as corrected, and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL CORRECTIONS.

(December 13, 1995)

Alderman Natarus moved to *Correct* said printed Official Journal of the Proceedings of the regular meeting held on Wednesday, December 13, 1995, as follows:

Page 13885 -- by inserting the following language immediately below the twelfth line from the top of the page:

"42

'Four-Way Stop' sign, at North Clark Street and West Hubbard Street;".

The motion to correct *Prevailed*.

(November 1, 1995)

Alderman Burke moved to *Correct* said printed Official Journal of the Proceedings of the regular meeting held on Wednesday, November 1, 1995, as follows:

Pages 9017 and 9018 -- by inserting in proper alphabetical sequence the following schools and addresses:

"Prussing
Ernest Prussing
4650 North Menard Avenue
Chicago, Illinois 60630

Robinson
Jackie R. Robinson Elementary School
4225 South Lake Park Avenue
Chicago, Illinois 60653

Rocha Branch
Frances S. Rocha -- Early Childhood
1437 North California Avenue
Chicago, Illinois 60622

Rogers
Phillip Rogers School
7345 North Washtenaw Avenue
Chicago, Illinois 60645

Schubert
Franz Peter Schubert School
2727 North Long Avenue
Chicago, Illinois 60639

Shedd Branch
John G. Shedd Branch
200 East 99th Street
Chicago, Illinois 60628

Sheridan Magnet
Mark Sheridan Math & Science Academy
533 West 27th Street
Chicago, Illinois 60616

Shoesmith
Beulah Shoesmith School
1330 East 50th Street
Chicago, Illinois 60615

Simpson
Simpson Alternative School for Pregnant Girls
1321 South Paulina Street
Chicago, Illinois 60608

Solomon
Hannah G. Solomon School
6206 North Hamlin Avenue
Chicago, Illinois 60629

Southside Center
Southside Learning Center
7342 South Hoyne Avenue
Chicago, Illinois 60636

Wirth
Louis Wirth Experimental School
4959 South Blackstone Avenue
Chicago, Illinois 60615

Yates
Richard Yates Elementary School
1839 North Richmond Street
Chicago, Illinois 60647"

The motion to correct *Prevailed*.

(September 14, 1994)

Alderman Stone moved to *Correct* said printed official Journal of the Proceedings of the regular meeting held on Wednesday, September 14, 1994, as follows:

Page 56166 -- by deleting in its entirety the tenth line from the top of the page and inserting in lieu thereof the words and number: "Height Above Grade/Roof to Top of Sign: 28 feet".

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

**AUTHORIZATION TO ENTER INTO NON-EXCLUSIVE CABLE
FRANCHISE AGREEMENT WITH 21ST CENTURY
CABLE TV, INC. TO OPERATE WITHIN
FRANCHISE AREA 1.**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of Proceedings of March 6, 1996, pages 16663 through 16748, recommending that the City Council pass a proposed ordinance which authorizes the City to enter into a non-exclusive cable franchise agreement with 21st Century Cable TV, Inc. to operate within Franchise Area 1.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Steele, Dixon, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, Wojcik, Suarez, Gabinski, Mell, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, M. Smith, Moore -- 37.

Nays -- Aldermen Preckwinkle, Schulter -- 2.

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

The following is said ordinance as passed:

WHEREAS, On November 8, 1995, the City Council of the City of Chicago adopted a resolution authorizing negotiations to commence with 21st Century Cable TV concerning the possible award of a cable television franchise; and

WHEREAS, The resolution provided that the Cable Administrator should report back to the Finance Committee if she is able to reach an agreement with 21st Century; and

WHEREAS, The Cable Administrator has reached an agreement that is fair and reasonable, and which will benefit cable consumers through the creation of competition; and

WHEREAS, Section 6(a) of Article VII of the Illinois Constitution provides that a home rule unit "may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; . . . "; and

WHEREAS, The City Council Committee on Finance has conducted public hearings affording the applicants and members of the public a reasonable opportunity to comment on the application submitted to the City by the applicant; and

WHEREAS, After reviewing 21st Century's application, the legal, financial, technical and character qualifications of the applicant, and the public interest, the City Council has determined that it is in the best interests of the City of Chicago to grant a non-exclusive franchise to 21st Century Cable TV, Inc. to construct, install, maintain and operate a cable communications system within Franchise Area 1 of the City of Chicago; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to enter into a franchise agreement between the City of Chicago and 21st Century Cable TV, Inc., in substantially the form attached hereto.

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

Franchise Agreement referred to in this ordinance reads as follows:

Franchise Agreement.

Area 1.

This Agreement, made and executed this _____ day of _____, 199_, by and between the City of Chicago (the "City") and 21st Century Cable TV, Inc. (the "Grantee"):

Witnesseth:

Whereas, Section 6(a) of Article VII of the Illinois Constitution provides in relevant part that a home rule unit "may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; . . ."; and

Whereas, Section 5/11-42-11 of the Illinois Municipal Code, 65 ILCS 5/11-42-11, provides in relevant part that "[T]he corporate authorities of each municipality may license, franchise and tax the business of operating a community antennae television system . . ."; and

Whereas, The City Council of the City of Chicago (the "City Council") adopted Chapter 4-280 of the Municipal Code of Chicago, "Chicago Cable Communications Ordinance" (the "Cable Ordinance"), on February 10, 1982, to provide for the non-exclusive franchising and regulation of cable television systems within the City; and

Whereas, The City Council adopted Chapter 4-284 of the Municipal Code of Chicago, "Chicago Cable Ethics Ordinance -- Franchising or Transfer Process" (the "Cable Ethics Ordinance"), on April 21, 1982, to ensure that the awarding of franchises for and operation of cable television systems within the City be conducted free of conflict of interest or the appearance of conflict of interest and with maximum protection to enhance public confidence in the cable television services franchise award process and the operations of all franchised cable television services within the City; and

Whereas, The City desires the establishment of competitive cable television systems within the City for the benefit of the City and all persons located therein; and

Whereas, The City Council desires to introduce competition in the provision of cable television services into Franchise Area 1 because the City Council has determined that such action will be in the public interest and will comport with the Communications Act of 1934, as amended, 47 U.S.C. Section 521, et seq. (the "Communications Act") and the rules and regulations promulgated by the Federal Communications Commission (the "F.C.C.") thereunder; and

Whereas, On November 9, 1992, the Grantee submitted an application to provide cable television services within Franchise Area 1 of the City; and

Whereas, The Cable Administrator of the City of Chicago (the "Cable Administrator") has distributed copies of the immediately above referenced franchise application, as well as the clarifying materials (the "Grantee's Application"), to libraries throughout the City so that the public would have the opportunity to be informed regarding the Grantee's Application; and

Whereas, After reviewing the Grantee's Application and after considering the comments made thereon, the legal, financial, technical and character qualifications of the Grantee, and the public interest, the City Council has determined that it is in the best interests of the City and all persons located therein to grant a non-exclusive franchise to 21st Century Cable TV, Inc., to construct, install, maintain and operate a cable television system within Franchise Area 1 of the City; and

Whereas, The Grantee has voluntarily agreed to various terms in this Agreement that the City could not have legally required as conditions precedent to a cable television services franchise grant, and each party recognizes that such agreement was voluntary on the part of the Grantee.

Now, Therefore, It is hereby agreed as follows:

Section 1.

Definitions.

Unless the context clearly indicates that a different meaning is intended, for purposes of this Agreement all terms, phrases, words or their derivations shall be defined as set forth in Section 4-280-030 of the Cable Ordinance, or as follows; provided, however, that terms, phrases, words or their derivations not defined in the Cable Ordinance or in this Agreement shall be given their common and ordinary meanings:

(1) "Activation" means that sufficient facilities have been constructed and installed by the Grantee in accordance with applicable federal, state and local laws and regulations or other standards so as to permit a person with proper terminal equipment to receive the services offered by the Grantee.

(2) "Affiliates" means any person or entity that directly or indirectly controls or is controlled by or is under common control with the Grantee.

(3) "Completion of Construction" means the date when the Grantee's cable television system is constructed and activated pursuant to the construction schedule set forth in (Sub)Exhibit E-2 referenced in Section 11 of this Agreement.

(4) "Fiber Optic Node Section" means a portion of Franchise Area 1 consisting of approximately five hundred (500) occupied dwelling units, all of which are able to receive the Grantee's cable service from the same optical to radio frequency signal conversion device.

(5) "Franchise Area 1" means that portion of the City set forth in (Sub)Exhibit B referenced in Section 2.3 of this Agreement and any subsequent annexations to Franchise Area 1 by the City during the term of this Agreement.

(6) "Major Outage" means the simultaneous loss of service (i.e., total loss of signals on any cable of the Grantee's subscriber network system) to five hundred (500) or more subscribers.

Section 2.

Grant Of Authority.

2.1 Grant Of Franchise.

Pursuant to the Communications Act and Section 4-280-040 of the Cable Ordinance, which together with the Cable Ethics Ordinance provides the regulatory framework for all cable television systems within the City, the City hereby grants to the Grantee a non-exclusive franchise to construct, install, maintain and operate a cable television system within Franchise Area 1 on the terms and conditions set forth in this Agreement, in the Communications Act, in the Cable Ordinance, and in the Cable Ethics Ordinance.

2.2 Term And Effective Date Of This Agreement.

Pursuant to Section 4-280-060(A) of the Cable Ordinance, the term of this Agreement and the franchise granted hereunder shall be fifteen (15) years from the date that this Agreement and the franchise granted hereunder are accepted by the Grantee pursuant to Section 4-280-550(A) of the Cable Ordinance in a form set forth in (Sub)Exhibit A attached to this Agreement and made a part hereof. Notwithstanding the time for acceptance set forth in Section 4-280-550 of the Cable Ordinance, such acceptance by the Grantee shall occur no later than ninety (90) days subsequent to the date of passage by the City Council of an ordinance approving and adopting this Agreement and the franchise granted hereunder. For purposes of this Agreement, the date of such acceptance (the "Acceptance Date" or "Date of Acceptance") shall be deemed the effective date of this Agreement.

2.3 Territorial Extent Of Franchise.

The territorial extent of Franchise Area 1 is as defined in Section 1(5) of this Agreement and currently as set forth in (Sub)Exhibit B attached to this Agreement and made part hereof.

2.4 Proof Of Financing.

In addition to other conditions precedent as set forth in this Agreement, as a condition precedent to the commencement of construction of the Grantee's cable television services system pursuant to this Agreement, the Grantee shall provide the Cable Administrator with written evidence of financing, including identification of any and all sources for such financing as set forth in the Grantee's Application ("Proof of Financing").

Construction of the Grantee's cable television services system shall not commence until such time as the Cable Administrator has reviewed and approved the Grantee's Proof of Financing. Approval by the Cable Administrator of the Grantee's Proof of Financing shall be within ten (10) business days of receipt by the Cable Administrator of the Grantee's Proof of Financing and shall not be unreasonably withheld.

2.5 Acts Or Omissions Of Affiliates.

During the term of this Agreement, the Grantee shall be liable for the acts or omissions of its affiliates while such affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Grantee's cable television system as if the acts or omissions of such affiliates were the acts or omissions of the Grantee.

Section 3.

Incorporation Of Other Documents And Laws By Reference.

This Agreement incorporates by reference the Grantee's Application. The Grantee agrees that in the case of conflict or ambiguity between the Grantee's Application and this Agreement, this Agreement shall control. In the event of a conflict or ambiguity between the Grantee's Application and the Cable Ordinance, the Cable Ordinance shall prevail. This Agreement and the ordinance adopting this Agreement supplement and harmonize the regulatory framework set forth in the Cable Ordinance and the Communications Act; and this Agreement and the ordinance adopting this Agreement shall at all times be read and construed for consistency and compatibility with the provisions of the Cable Ordinance and the Communications Act as read and interpreted in concert each with the other.

Section 4.

Franchise Fee And Other Fees.

The terms and conditions set forth in this Section 4 are pursuant to the terms and conditions set forth in Sections 4-280-050(C) and 4-280-170 of the Cable Ordinance as interpreted and applied in accordance with Section 542 of the Communications Act.

4.1 Franchise Fee.

Pursuant to Sections 4-280-170(A) and (B) of the Cable Ordinance, the Grantee shall pay to the City a franchise fee of five percent (5%) of the annual gross revenues received by the Grantee during the period of its operation under this Agreement.

4.2 Subsequent Action Affecting Franchise Fee.

If, during the term of this Agreement, any court, agency or other entity of competent jurisdiction takes any action or makes any declaration that adversely affects the amount or method of payment of the franchise fee set forth in Sections 4.1 and 4.3 of this Agreement, the City and the Grantee shall promptly enter into negotiations to amend this Agreement to, make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which the City held proper to said action or declaration.

4.3 Prepayment Of Franchise Fee.

The Grantee shall pay to the City Three Million Dollars (\$3,000,000) as prepayment of its franchise fee required pursuant to Section 4.1 of this Agreement. Such prepayment shall be made in two (2) equal installments, the first of which is due on the Acceptance Date pursuant to Section 2.2 of this Agreement and the second of which shall be due within thirty (30) days thereafter. The amount of such prepayment shall be credited against the amount determined to be payable in franchise fees for any twelve (12) month period until the amount determined to be payable in franchise fees equals the amount of such prepayment; provided, however, that the Grantee shall comply with the filing requirements set forth in Section 4-280-170(B) of the Cable Ordinance during the period in which such prepayment is being credited (the "Prepayment Period"). The Grantee shall receive an additional credit against the amount determined to be payable in franchise fees during the Prepayment Period equal to the time value of its prepayment. The additional credit shall reflect the actual annual interest rate of the costs of the Grantee's borrowed funds (the "Grantee's Time Value Rate") and shall

be determined for any twelve (12) month period by multiplying the prepayment balance by the Grantee's Time Value Rate, adding that amount to the prepayment balance and then subtracting from the prepayment balance the amount of franchise fees determined to be payable for the particular twelve (12) month period in question.

4.4 Incidental Fees.

Upon the Acceptance Date and pursuant to Section 4-280-050(C) of the Cable Ordinance, the Grantee has voluntarily agreed to pay to the City in addition to the franchise fee and other fees or forms of compensation set forth in this Agreement, an amount to be determined by the Cable Administrator, to be used to offset all costs incurred by the City incidental to the grant of the franchise that are not defrayed by the application fee required pursuant to Section 4-280-050(B) of the Cable Ordinance.

4.5 Other Fees.

Pursuant and in addition to Section 4-280-310(A) of the Cable Ordinance, the Grantee shall pay all fees necessary to obtain all federal, state and local licenses, permits and authorizations required for the construction, installation, maintenance or operation of the Grantee's cable television system; provided, however, that no additional or special fees shall be imposed on the Grantee by the City for any such license, permit or authorization other than fees applicable to other persons for such licenses, permits or authorizations and that no fees shall be imposed on the Grantee by the City for any permits and/or inspections for attachments to utility poles or service drops. Additionally, the City shall use its best efforts to assist the Grantee in obtaining all such local licenses, permits and authorizations in an expeditious and timely manner. To the extent that any license, permit or authorization is not granted by the City within ten (10) days of it being requested by the Grantee, all timetables set forth in this Agreement that must be met by the Grantee shall be lengthened accordingly, upon approval by the Chicago Cable Commission (the "Cable Commission").

4.6 Not A Tax.

Payment by the Grantee to the City of the franchise fee and other fees set forth herein shall not be considered in the nature of a tax, but shall be in addition to any and all federal, state and local taxes, that are separate and distinct obligations of the Grantee.

4.7 Recomputation.

Pursuant to Section 4-280-170(C) of the Cable Ordinance, the City expressly reserves the right to inspect the Grantee's books and records and to audit and recompute the amount determined to be payable to the City as a percentage of the Grantee's gross revenues as defined in Section 4-280-030(N) of the Cable Ordinance ("Gross Revenues"); provided that the City shall be reimbursed by the Grantee for the City's costs in connection with exercising the City's rights consistent with Section 4-280-170(C) of the Cable Ordinance. If, after exercising such right, the City determines that an additional amount is due from the Grantee, the Grantee shall pay such additional amount within thirty (30) days after the Grantee's receipt of notice from the City pursuant to Section 4-280-170(C) of the Cable Ordinance. The City's rights pursuant to the Section 4.7 shall also apply to verification of all other payments for which the Grantee is obligated pursuant to this Agreement.

4.8 Interest.

If any payments for which the Grantee is obligated pursuant to this Agreement are not made on or before the due dates, the Grantee shall make such payments from such due date in the amount due and owing until such amount is paid in full plus an amount calculated at the prime rate of interest effective and as publicly announced by the First National Bank of Chicago or its successor as of the due date. If an additional amount is due as a result of the recomputation referred to in Section 4.7 of this Agreement and such amount is not paid within thirty (30) days after the Grantee's receipt of notice from the City pursuant to Section 4-280-170(C) of the Cable Ordinance, the Grantee shall pay the amount due and owing until such amount is paid in full plus an amount calculated at the prime rate of interest effective and as publicly announced by the First National Bank of Chicago or its successor as of the due date. The obligations and calculations set forth in this Section 4.8 shall apply to all payment obligations of the Grantee as set forth in this Agreement, including the payment obligations to Chicago Access Corporation pursuant to Section 19.2(1) of this Agreement.

Section 5.

Insurance And Bonds.

The Grantee expressly acknowledges and agrees that the requirements set forth in this Section 5 are in addition to the obligations of the Grantee pursuant to Section 4-280-180 of the Cable Ordinance.

5.1 Types And Amounts Of Insurance.

Pursuant and in addition to Section 4-280-180 of the Cable Ordinance, the Grantee shall procure and maintain at all times, at the Grantee's own expense, during the term of this Agreement, and during any time period following expiration of this Agreement if the Grantee is required to perform additional work or services in connection with this Agreement for any reason whatsoever, the types of policies of insurance specified below, with insurance companies licensed to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Grantee or, by way of illustration and not limitation, any and all of the Grantee's contractors, subcontractors, architects, engineers, construction managers, agents or consultants (collectively, "Contractors and Subcontractors").

The types of policies of insurance and current minimum limits of liability and related coverages required pursuant to Section 5 of this Agreement 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 liability of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

(2) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limits, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, independent contractors, separation of insured, broad form property, and contractual liability (with no limitation endorsement).

(3) Comprehensive Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles owned, non-owned or hired are used in connection with work or services to be performed pursuant to this Agreement, the Grantee shall provide Comprehensive Automobile Liability Insurance with liability 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.

If and when any architects, engineers, construction managers or consultants perform work or services in connection with this Agreement, 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 any Professional Liability policy of insurance as required in this Section 5(1)(4) is renewed or replaced, the policy of insurance retroactive date shall coincide with, or precede, start of work or services pursuant to this Agreement and as the case may be prior to the start of work or services pursuant to any contract between the Grantee and any of the Grantee's Contractors or Subcontractors. Any claims-made policy of insurance issued pursuant to this Section 5(1)(4) that is not renewed or replaced shall have an extended reporting period of a minimum of two (2) years.

(5) All Risk Property Insurance.

The Grantee shall be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned or rented, by the Grantee.

5.2 General Requirements Applicable To All Types And Amounts Of Insurance.

(1) Certificates To City.

The Grantee shall furnish the Comptroller of the City of Chicago (the "City Comptroller") (c/o Department of Purchases, Contracts and Supplies, City Hall, Room 403, 121 North LaSalle Street, Chicago, Illinois 60602), original Certificates of Insurance (including evidence of premium payment) evidencing all required insurance coverages to be in force on the Acceptance Date, and such Renewal Certificates of Insurance (including evidence of premium payment), or such similar evidence of insurance, if such policies of insurance have an expiration or renewal date occurring during the term of this Agreement. Prior to the Date of Acceptance the Grantee shall submit such evidence of insurance on the "City of Chicago Insurance Certificate of Coverage Form" or such other form(s) as prescribed by the City. The receipt by the City of any such certificate(s) or other evidence of insurance shall not constitute agreement by the City

that the insurance requirements set forth in the Cable Ordinance and this Agreement have been fully met or that the policies of insurance indicated on such certificates(s) or other evidence of insurance are in compliance with the requirements of the Cable Ordinance and this Agreement. It shall not be deemed a waiver by the City of the requirements of this Section 5, if, for any reason, the City does not receive such certificates or other evidence of insurance from the Grantee. The Grantee shall advise all its insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Grantee of its obligation to secure insurance as specified in the Cable Ordinance and this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement. The City retains the right to order the Grantee to stop work and services until proper evidence of insurance is provided consistent with this Agreement.

(2) Named Insureds.

The City, including its employees, its elected and appointed officials, its consultants and its representatives are to be expressly named as additional insureds on a primary, non-contributory basis, on all policies of insurance required pursuant to this Section 5 for any liability arising directly or indirectly from the work or services of the Grantee or the Grantee's Contractors or Subcontractors.

(3) Sixty Day Notice.

All policies of insurance required pursuant to this Section 5 shall expressly provide for sixty (60) days prior written notice to the City in the event limits of liability or any other coverages are substantially changed, canceled, or non-renewed.

(4) Contractors And Subcontractors.

The Grantee shall require all the Grantee's Contractors and Subcontractors to carry all relevant policies of insurance as are required of the Grantee with the same limits of liability and related coverages as required of the Grantee by this Agreement. In the alternative, the Grantee, at the Grantee's expense, may provide such coverages for any or all Contractors and Subcontractors. If so, the evidence of such assumption by the Grantee shall be in writing.

(5) Deductibles.

Any and all deductibles or self-insured retentions on all insurance coverages pursuant to this Agreement shall be borne solely by the Grantee.

(6) Subrogation Waiver.

Unless and until the Grantee and each Contractor or Subcontractor and each entity issuing a policy of insurance pursuant to this Agreement agree that all insurers issuing any policy of insurance pursuant to this Agreement shall waive their rights of subrogation against the City, its employees, its elected and appointed officials, its agents, its consultants and its representatives such policy of insurance shall be per se inadequate and non-confirming for purposes of compliance by the Grantee with Section 4-280-180 of the Cable Ordinance and this Agreement.

(7) No Limit Liability.

The Grantee agrees that the insurance coverages pursuant to this Agreement shall in no way limit the Grantee's liabilities and responsibilities specified in this Agreement or by law.

(8) Claims Made Policies.

In addition to the requirements of Section 5.1(4) of this Agreement, to the extent that any policy of insurance required by the Cable Ordinance and Section 5 of this Agreement is issued on a claims made basis and is not renewed or replaced, such policy of insurance retroactive date shall have an extended reporting period of a minimum of two (2) years.

(9) Additional Coverage.

If the Grantee, or any of the Grantee's Contractors or Subcontractors, desire additional insurance coverage, higher limits of liability, or other forms of indemnification for their own protection, the Grantee and each of its Contractors or Subcontractors shall be responsible for the acquisition and cost additional policies of insurance and limits of liability thereunder.

(10) Modifications of Section 5.

The City maintains the right to modify the requirements of Section 5 of this Agreement at any time during the term of this Agreement. The City

shall give the Grantee written notice of any such modifications not less than thirty (30) days in advance of requiring such modification.

5.3 Performance Bonds.

Pursuant to the applicable provisions of Section 4-280-180(A)(3) of the Cable Ordinance, the Grantee shall file with the Comptroller of the City of Chicago (the "City Comptroller") for approval by the City Comptroller written evidence of the following: a performance bond with a good and sufficient surety running to the City with a minimum amount of Three Million Dollars (\$3,000,000); provided, however, that the amount of such performance bond may, at the Grantee's option, be reduced to Two Million Dollars (\$2,000,000) upon construction of fifty percent (50%) of the Grantee's cable television system and may, at the Grantee's option, be further reduced to One Million Dollars (\$1,000,000) upon completion of construction of the Grantee's cable television system.

To the extent the Grantee chooses to reduce the levels of such performance bond provided for in this Section 5.3, such reduction shall only be accomplished with the prior approval of the City Comptroller.

The form of the initial performance bond and any optional reductions pursuant to this Section 5.3 shall also be filed with the Corporation Counsel of the City of Chicago (the "Corporation Counsel") for approval.

5.4 Right To Require Replacement Of Insurance Or Bonds.

In the event that the financial condition of any entity insuring any policy of insurance or performance bond pursuant to the requirements of the Cable Ordinance and this Agreement materially adversely changes during the term of this Agreement or during the term of any such policy of insurance and performance bond issued pursuant to the Cable Ordinance and this Agreement such that the City Comptroller, pursuant to Section 4-280-180 of the Cable Ordinance would not have accepted the policy of insurance or approved the performance bond or the City Corporation Counsel would not have found the form of the policy of insurance or performance bond satisfactory; the City may, at any time, require the prompt replacement of such policy of insurance or bond, as the financial condition of any entity issuing such policy of insurance or performance bond may require. The Grantee agrees to inform the City of any information the Grantee receives regarding a material adverse change in the financial condition of any entity issuing any policy of insurance or performance bond pursuant to this Agreement.

If the City determines replacement of any policy of insurance or performance bond is necessary, the City shall inform the Grantee in writing setting forth the City's reasons for such replacement demand. Upon receipt

by the Grantee of such written notice from the City, the Grantee shall promptly, but in no event within more than twenty-one (21) days of receipt of such notice, either respond in writing to the City regarding the City's replacement demand or replace the policy of insurance or performance bond, as the case may be.

5.5 Insurance For Contractors And Subcontractors.

Consistent with Section 5.2(4) and (9) of this Agreement, the Grantee shall provide insurance coverage for any Contractor or Subcontractor involved in the construction installation maintenance or operation of its cable television system by either obtaining the necessary endorsements to any and all of the Grantee's policies of insurance or by requiring such Contractor or Subcontractor to obtain appropriate insurance coverage consistent with Section 4-280-180(A) and (B) of the Cable Ordinance and appropriate to the extent of such Contractor's or Subcontractor's involvement in the construction, installation, maintenance or operation of the Grantee's cable television system.

5.6 Alterations.

The Grantee shall not materially change or alter the terms or conditions of any policy of insurance or performance bond required pursuant to this Section 5 except upon sixty (60) days prior written notice to the Cable Commission, the City Comptroller and the City Corporation Counsel. Any changes or alterations to any policy of insurance or performance bond shall satisfy the requirements set forth in this Section 5 and Section 4-280-180 of the Cable Ordinance and be in a form satisfactory to the City Corporation Counsel and to the extent provided in Section 4-280-180 of the Cable Ordinance acceptable to the City Comptroller.

5.7 The City's Right To Increase Minimum Amounts.

In the event of changed circumstances that render the limits of liability and coverages provided for in any policy of insurance or performance bond provided for in Sections 5.1 and 5.3 of this Agreement inadequate, the City reserves the right to reasonably increase the minimum amounts of such limits of liability and related coverages upon sixty (60) days prior written notice to the Grantee in order to ensure adequate protection to the City. Within twenty-one (21) days after such notice, the Grantee shall increase the limits of liabilities and related coverages, as applicable, to an amount(s) consistent with the City's notice pursuant to this Section 5.7.

5.8 No Excuse From Performance.

None of the provisions contained in this Section 5 nor the policies of insurance or performance bonds required pursuant to this Agreement shall be construed to excuse the faithful performance by the Grantee of the terms and conditions of the Cable Ordinance and this Agreement or limit the liability of the Grantee under the Cable Ordinance and this Agreement for any and all damages in excess of the coverages provided for in such policies of insurance or performance bonds.

5.9 Endorsement.

Any and all of the policies of insurance and performance bonds required pursuant to this Section 5 shall expressly contain the following endorsement:

"It is hereby understood and agreed that the insurance company [surety] shall not cancel or refuse to renew this policy of insurance [performance bond] without giving the City Comptroller written notice, by registered mail, of its intention to cancel or not to renew, at least sixty (60) days prior to such action".

Section 6.

Letter Of Credit.

6.1 Form And Amount.

Pursuant to the terms and conditions set forth in Section 4-280 -190 of the Cable Ordinance, within ten (10) days from the Date of Acceptance, the Grantee shall obtain and deposit with the City a letter of credit from a financial institution satisfactory to and approved by the City Comptroller. Additionally, the form and content of this letter of credit shall be approved by the City Corporation Counsel. The amount of the letter of credit shall be Five Hundred Thousand Dollars (\$500,000); provided, however, that the amount of the letter of credit shall be Three Hundred Seventy-five Thousand Dollars (\$375,000) per franchise area if the Grantee or its affiliates provide cable television services in two of the City's franchise areas; provided, further, that the amount of the letter of credit shall be Three Hundred Fifty Thousand Dollars (\$350,000) per franchise area if the Grantee or its affiliates provide cable television services in three or more of the City's franchise areas.

6.2 Endorsement.

Pursuant and in addition to Section 4-280-190(E) of the Cable Ordinance, the letter of credit referred to herein shall contain the following endorsement:

"It is hereby understood and agreed that the surety will not cancel or refuse to renew this letter of credit without giving the City Comptroller written notice, by registered mail, of its intention to cancel or not to renew this letter of credit, at least thirty (30) days prior to such action."

Section 7.

Programming Services And Fees.

7.1 Subscriber Services And Fees.

The Grantee shall provide to subscribers the broad categories of programming services set forth in (Sub)Exhibit C attached to this Agreement and made a part hereof. The Grantee shall provide thirty (30) days prior written notice to the Cable Commission and the subscribers affected thereby of any change in the monthly subscriber fees for all such services and of any change in channel assignment or in the video programming service provided over any such channel. The City expressly retains and reserves throughout the term of this Agreement all authority and right to regulate the amount of said monthly subscriber fees to the extent the City's exercise of such authority and right is permitted by and in accordance with applicable law, including Section 4-280-210(E) of the Cable Ordinance as interpreted and applied in harmony with Section 543 of the Communications Act as same may be amended from time to time, and the rules and regulations of the F.C.C. promulgated thereunder.

7.2 User Services And Fees.

The Grantee shall provide to users the services at the discounted rates set forth in (Sub)Exhibit D attached to this Agreement and made a part hereof. The Grantee shall file with the Cable Commission a description of all its user services and the fees to be charged therefor at least thirty (30) days prior to the marketing of any such services.

7.3 New Subscriber Services.

In the event the Grantee proposes to offer any new subscriber services on the Grantee's cable television system, the Grantee, pursuant to Section 4-280-220(E) of the Cable Ordinance, shall file with the Cable Commission a description of such services and the fees to be charged therefor not less than thirty (30) days prior to any marketing of such new subscriber services.

7.4 Promotions And Discounts.

Pursuant and in addition to Section 4-280-210(G) of the Cable Ordinance, as interpreted and applied in harmony with Section 543(d) of the Communications Act as same may be amended from time to time, and the rules and regulations of the F.C.C. promulgated thereunder, the Grantee may, for promotional purposes, offer service tiers, pay-per-channel or other services at discounted fees. The Grantee shall file a description of such services and the fees to be charged therefor with the Cable Commission not less than forty-eight (48) hours prior to any marketing of such services described in this Section 7.4.

7.5 Extra-Long Drops.

If the installation of a service outlet requires an aerial drop in excess of one hundred fifty (150) feet or an underground drop in excess of seventy-five (75) feet, the Grantee may charge the subscriber requesting such extra-long drop an amount that is equal to the costs of time and materials in accordance with industry standards for that portion of the drop in excess of one hundred fifty (150) feet or seventy-five (75) feet, respectively. The Grantee shall provide such subscriber a written estimate of the costs of installing an extra-long drop and obtain such subscriber's written consent prior to any installation of such drop; provided, however, that the Grantee may require an advance payment of such costs from such subscriber as a condition of performing the requested installation.

7.6 Non-Standard Installations.

If a subscriber requests a non-standard installation for aesthetic purposes including, but not limited to, optional underground construction pursuant to Section 4-280-300(E) of the Cable Ordinance, concealed wiring or routing from the tap to the dwelling unit that differs from the easiest route that could otherwise be taken (usually following the telephone drop) which results in greater costs, the Grantee may charge the subscriber for such non-standard installation in an amount equal to the costs of time and materials in accordance with prevailing industry standards at the time of such request. The Grantee shall provide such subscriber a written estimate of the costs of such installation and obtain such subscriber's written consent prior

to any such installation; provided, however, that the Grantee may require an advance payment of such costs from such subscriber as a condition of performing the requested non-standard installation.

Section 8.

System Design.

8.1 *Subscriber Network System.

The Grantee shall construct a subscriber network system utilizing a fiber optic trunk and coaxial feeder cable providing a minimum upper frequency limit of 750MHz with return transmission paths, which shall be capable of transmitting one hundred sixteen (116) analog channels downstream and four (4) channels upstream, of which a minimum of eighty (80) downstream channels will be activated upon initiation of service in accordance with the design set forth in the Grantee's Application.

8.2 Additional Channels/Institutional Network System.

If the Grantee determines the need for additional channel capacity or the activation of upstream channel capacity, or for the activation of an institutional network system ("I.N.S."), the Grantee shall provide such additional capacity or activate any or all of such capacity either on the subscriber network system or on a separate institutional network system upon the Grantee's determination that such additional capacity is technically and economically feasible.

8.3 Twenty-Four Hour Operation.

The Grantee's cable television system shall be designed and operated to ensure that it is in operation and is capable of receiving and transporting signals twenty-four (24) hours per day; provided, however, that the operation of the Grantee's cable television system may be interrupted by the Grantee only during the times and for the reasons set forth in Section 4-280-290(E) of the Cable Ordinance.

8.4 Transmissions Between The Subscriber And Institutional Network Systems.

In the event that an I.N.S. is constructed by the Grantee, both the Grantee's subscriber network system and I.N.S. shall be designed so as to prevent access from either the subscriber network system onto the I.N.S. or

from the I.N.S. onto the subscriber network system except upon the mutual agreement of the Grantee and the originator of a transmission or as otherwise specified in this Agreement.

8.5 Alternative Design.

If the Grantee elects to use an alternative to the design set forth in the Grantee's Application and Section 8.1 of this Agreement, such alternative design shall be at least equal to or exceed the performance and capabilities of the design set forth in the Grantee's Application and Section 8.1 of this Agreement. The Grantee shall submit in writing such alternative design with appropriate documentation to the Cable Commission no later than sixty (60) days prior to the implementation of such design alternative in the construction or installation of the Grantee's cable television system.

8.6 Interference.

The Grantee's cable television system shall be designed to minimize accumulation of upstream thermal noise. All connectors, splices and other equipment used therein by the Grantee shall be designed, manufactured and installed so as to minimize signal leakage or ingress.

8.7 Reliability And Safety.

In order to promote reliability and safety, the Grantee shall protect its equipment in a suitable manner from possible damage due to electrical surges. All trunk amplifiers shall contain automatic or manual gain and slope control circuitry designed to maintain high levels of signal quality over varying temperature conditions; provided, however, that no less than one-half ($\frac{1}{2}$) of all trunk amplifiers shall contain automatic gain and slope control circuitry.

8.8 Satellite Earth Stations.

The Grantee shall, at a minimum, provide and maintain uninterrupted carriage of all satellite-delivered services offered on the Grantee's cable television system. Additionally, the Grantee shall provide an uninterruptible power supply ("U.P.S.") for all equipment necessary to carry such satellite-delivered services.

8.9 Standby Power.

The Grantee shall provide standby power as set forth in the relevant provisions of the Grantee's Application or shall provide and maintain

equipment capable of providing standby power for the Grantee's headend and hub facilities for a minimum of eight (8) hours and for the transportation and distribution amplifiers for a minimum of two (2) hours at any temperature above -10°F; provided, however, that standby power for the transportation and distribution amplifiers may be maintained at a minimum of one (1) hour at any temperature above -10°F if (i) an automatic remote visual and aural alarm is provided and continuously monitored twenty-four (24) hours per day and automatically indicates when a standby power unit is operating in an emergency mode; (ii) a pool of portable generators capable of providing the requisite power are conveniently located; and (iii) procedures are established to ensure the prompt dispatch of a portable generator to any standby power unit operating in an emergency mode.

8.10 Standby Capability.

The Grantee shall provide and maintain facilities including a diversity of failure modes to ensure standby capability so that the failure of any part of the Grantee's cable television system does not result in a loss of service throughout the Grantee's cable television system.

8.11 Status/Performance Monitoring.

The Grantee shall perform such status/performance monitoring as may be required by applicable F.C.C. rules and regulations.

8.12 Equipment.

In the construction and installation of its cable television system, the Grantee shall install the equipment set forth in the Grantee's Application; provided, however, that upon prior written notice to the Cable Commission the Grantee may substitute such equipment with equipment of equivalent or better quality and function consistent with the requirement set forth in Section 8 of this Agreement. Such notice shall provide a description of the proposed equipment and the reasons for the substitution. All equipment used in the construction and installation of the Grantee's cable television system shall be new; provided, however, that the Grantee may, in specific instances, seek a waiver from the Cable Commission of said requirement. In any event the Grantee shall retain the necessary invoices and records as evidence of such purchases for a period of not less than two (2) years from date of such purchases.

8.13 Satellite Uplink.

If the Grantee determines that it is technically and economically feasible to offer satellite uplink services, a written notice shall be filed by the Grantee with the Cable Commission at least thirty (30) days prior to offering such satellite uplink service. This notice from the Grantee shall contain, at a minimum, a detailed description of such satellite uplink services and applicable rates.

8.14 Applicability Of Sections 9, 10, 11 And 12 Of This Agreement.

The Grantee expressly understands and agrees that with respect to the design, construction and operation of the Grantee's cable television system this Section 8 shall be read, interpreted and enforced consistent with the Grantee's obligations pursuant to the Cable Ordinance and Sections 9, 10, 11 and 12 of this Agreement.

Section 9.

Technical Standards.

The Grantee shall conform to the F.C.C. Proof of Performance Standards including, but not limited to, composite triple beat ("C.T.B."), carrier noise ("C/N"), composite second order ("C.S.O."), Hum and Differential Gain and number of system status monitoring test points based on the number of the Grantee subscribers, plus one (1) test point at each repeater in accordance with the design set forth in the Grantee's Application and consistent with the requirements set forth in Section 8 of this Agreement.

9.1 Performance Requirements.

The Grantee shall maintain the following minimum performance standards at the output of any trunk or distribution amplifier on both the Grantee's subscriber and institutional network system:

Visual carrier-to-noise ratio	46 dB minimum
Visual carrier-to-composite triple beat ratio	
Without HRC or IRC	53 dB minimum
With either HRC or IRC	47 dB minimum

9.2 Subscriber Network System.

Prior to utilizing the upstream portion of the Grantee's subscriber network system for the transmission of subscriber or user video signals, the Grantee shall submit to the Cable Commission for its approval a plan that establishes performance standards and methods of measurement for the utilization of such upstream portion. Prior to the activation of service to subscribers on the downstream portions of the Grantee's subscriber network system, the Grantee shall submit to the Cable Commission for its approval a plan that establishes methods of measurement for all applicable technical standards for the utilization of such downstream portion.

9.3 Institutional Network System.

In the event that the Grantee offers an I.N.S., the Grantee's I.N.S. performance parameters shall be in accordance with those set forth in Section 9.2 of this Agreement.

9.4 Performance Measurement Standards.

In order to properly conduct the performance observations set forth in Section 9.2 of this Agreement, the Grantee shall ensure that all amplifiers and other equipment are in normal operating condition with automatic slope and gain control ("A.S.G.C.") carriers properly adjusted.

9.5 Data Transmissions.

The Bit Error Rate ("B.E.R.") for all point-to-point data transmissions on the Grantee's cable television system shall not exceed one multiplied by ten to the negative eighth power (1×10^{-8}) unless error detection and correction protocols are provided in accompanying software to ensure reliable transmission of all point-to-point data notwithstanding a larger B.E.R..

9.6 Interference.

The Grantee shall comply with applicable F.C.C. rules and regulations in order to ensure that the operation of the Grantee's cable television system does not cause objectionable interference to any television or radio reception.

9.7 Test Procedures.

Pursuant and in addition to Section 4-280-280(A) of the Cable Ordinance, the Grantee shall conduct all technical performance tests in accordance with

the procedures set forth in the most current (at the time of each technical performance test) edition of "Standards of Good Engineering Practices for Measurements on Cable Television Systems", N.C.T.A.-008-0477. The Grantee shall also submit to the Cable Commission initial proof of performance tests for each portion of the Grantee's cable television system activated pursuant to the Grantee's construction schedule as set forth in (Sub)Exhibit E-2 described in Section 11.2 of this Agreement.

Section 10.

Maintenance Of System.

At all times during the term of this Agreement, the Grantee shall maintain its cable television system in good repair and condition.

Section 11.

Construction Schedule And Other Reports.

Pursuant and in addition to Section 4-280-310 of the Cable Ordinance:

11.1 Construction Timetable.

The Grantee has submitted to the City a construction timetable (the "Construction Timetable") as set forth in (Sub)Exhibit E-3 attached to this Agreement and made a part hereof. (Sub)Exhibit E-3 shall be enforceable under the terms and conditions of the Cable Ordinance and this Agreement and consistent with the Communication Act, as may be amended from time to time.

11.2 Construction Schedule And Map.

Pursuant to Section 4-280-310(D) of the Cable Ordinance, the Grantee shall, within three (3) months of the Date of Acceptance, furnish the Cable Commission a complete construction schedule and map (the "Construction Schedule"). Such Construction Schedule shall be consistent with the Grantee's Construction Timetable referred to in Section 11.1 of this Agreement and upon approval by the Cable Commission shall be attached to this Agreement as (Sub)Exhibit E-2 and made a part hereof. More specifically, such Construction Schedule shall expressly provide: the number of fiber optic node sections; the approximate number of plant mileage within Franchise Area 1; and the approximate number of

dwelling units to be constructed and activated on the subscriber network system on a quarterly basis, and the schedule dates for completion of construction of all major facilities. Such Construction Schedule shall also include a map of Franchise Area 1 showing the boundaries of all fiber optic node sections to be constructed and activated by the Grantee consistent with the Grantee's Construction Timetable referred to in Section 11.1 of this Agreement. The Grantee's Construction Schedule shall be submitted by the Grantee to the Cable Commission on forms set forth in (Sub)Exhibit E-1 to this Agreement. The Grantee's Construction Schedule shall, at a minimum, set forth the location of all major facilities, trunk and supertrunk lines for the Grantee's cable television system. Additionally, the Grantee's Construction Schedule shall be updated whenever substantial changes become necessary. A substantial change in the Grantee's Construction Schedule shall be deemed to occur whenever an adjustment is necessary that would result in a delay in construction as set forth in the Grantee's quarterly schedule. Without the prior approval of the Cable Commission, no change in the Construction Schedule shall be permitted that would result in a delay inconsistent with the Grantee's Construction Timetable referred to in Section 11.1 and (Sub)Exhibit E-3 to this Agreement. In addition, upon commencement of construction of its cable television system, the Grantee, for informational purposes, shall notify the Cable Commission in writing on a monthly basis of those areas where strand or cable has been installed or where service is being provided. Such informational notices to the Cable Commission shall be included on the forms set forth in (Sub)Exhibit E-1 to this Agreement.

11.3 "As Built" Maps.

The Grantee shall submit to the Cable Commission "as built" maps for those portions of the Grantee's cable television system that have been constructed and activated pursuant to the Construction Schedule referred to in Section 11.2 of this Agreement as soon as such maps are completed by the Grantee, but in no event later than ninety (90) days after completion of such construction and activation. Such maps, set forth by fiber optic node section, shall, at a minimum, include cable routings and the location of amplifiers, power supplies and system monitor test points. The Grantee shall, during the term of this Agreement, maintain up-to-date "as built" maps, that shall be available for examination by the City during the Grantee's normal business hours.

11.4 Third Party Litigation.

The Grantee agrees that, except to the extent it is prevented from doing so by order of a court of administrative agency or other body having appropriate jurisdiction, litigation or any administrative proceedings instituted by any person or persons or entity or entities not a party to this Agreement shall not suspend the Grantee's obligation to construct, install,

activate and operate its cable television system in accordance with the construction schedules referred to in Sections 11.1, 11.2 and 11.3 of this Agreement.

Section 12.

Construction Requirements And Standards.

12.1 General.

The Grantee shall construct, install, maintain and operate its cable television system in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations.

12.2 Compliance Standards.

Pursuant and in addition to Section 4-280-270(A) of the Cable Ordinance, the Grantee shall at all times during the term of this Agreement comply with the following:

- (1) National Electrical Safety Code of the American National Standards Institute (latest edition);
- (2) National Electrical Code of the National Fire Protection Association (latest edition);
- (3) UL Code (latest edition);
- (4) Tower Standards:
 - (a) EIA-RS-222-A,
 - (b) Federal Aviation Administration (the "F.A.A"), and
 - (c) United States and State of Illinois Departments of Transportation.

12.3 Construction And Installation Manual.

The Grantee shall submit to the Cable Commission a manual that sets forth the specifications, standards and procedures for construction and installation of the Grantee's cable television system (the "Construction/Installation Manual"). Said manual shall be consistent with

the highest state-of-the-art standards of the cable television industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. The Grantee's Construction/Installation Manual shall be submitted to the Cable Commission not later than sixty (60) days prior to commencement of construction of the Grantee's cable television system.

12.4 The Grantee's Construction And Inspection Manual.

The Grantee shall submit a "Construction and Inspection Manual for Grounding, Bonding, and Surge Protection" (the "Construction/Inspection Manual") to the Cable Commission not later than sixty (60) days prior to the commencement of construction of its cable television system. Such manual shall, at a minimum, include procedures regarding the following:

- (a) Aerial Pole Lines;
- (b) Ground Resistance Measurement;
- (c) Grounding and Bonding Locations;
- (d) Underground Construction;
- (e) Service Drops -- Aerial;
- (f) Service Drops -- Underground;
- (g) Towers;
- (h) TVROs (including LNAs and LNCs);
- (i) Buildings;
- (j) Power Supplies;
- (k) Amplifiers;
- (l) Operating Reliability Goals.

12.5 Engineering Site Survey.

The Grantee shall submit to the Cable Commission a fully coordinated engineering site survey (the "Site Survey") of all the Grantee's off-air broadcast and satellite signal reception sites demonstrating adequate clearance from interference at least sixty (60) days prior to commencement of construction of the Grantee's cable television system.

12.6 Restoration.

Pursuant and in addition to Section 4-280-300(F) of the Cable Ordinance, the Grantee shall promptly restore or replace all public ways or private property in as good a condition as the Grantee found said public ways and private property at the time commencement of the Grantee's work thereon; provided, however, that where conditions prohibit prompt restoration or replacement of said public ways, the Grantee may request from the City an extension of time within which to complete such restoration, which request shall not unreasonably be denied. The Grantee shall conduct all restoration or replacement in a competent and efficient manner minimizing disruption and inconvenience to others.

12.7 Tree Trimming On Public Property.

Pursuant and in addition to Section 4-280-300(I) of the Cable Ordinance, the Grantee, in trimming trees or other foliage on public property, shall properly and promptly dispose of such trimmings.

12.8 Tree Trimming On Private Property.

The Grantee shall not trim any tree or other foliage located on private property prior to obtaining the written consent of the owner of such private property. Such trees or other foliage shall be trimmed at the Grantee's own expense and trimmings therefrom shall be disposed of properly and promptly.

12.9 New Technologies.

The Grantee's cable television system shall be designed, constructed and operated as a state-of-the-art cable television system consistent with the Grantee's Application and as required by this Agreement. If, as a result of technological developments during the term of this Agreement, the quality or quantity of programming or services available to subscribers or users of the Grantee's cable television system become subject to upgrade, the Grantee shall, at the request of the Cable Commission, investigate the feasibility of implementing such new developments and shall implement such technological developments if such implementation (i) can be accomplished without adding an unwarranted financial burden to subscribers and (ii) is economically feasible and viable for the Grantee. In determining whether or not the Grantee shall be required to implement such new developments, the Cable Commission and the Grantee shall consider, among other factors, the remaining term of this Agreement, performance

demonstrating the operational feasibility of the new developments, construction costs, the adaptability of such developments to the Grantee's cable television system or any part thereof and the potential marketability of the new services and other factors affecting the economic feasibility and viability of implementation of such new technologies.

12.10 Contractors And Subcontractors.

All Contractors and Subcontractors of the Grantee must be properly licensed under all applicable federal, state and local laws and regulations. The Grantee shall be solely and completely responsible for all acts or omissions of any and all of the Grantee's Contractors and Subcontractors in the construction, installation, maintenance or operation of the Grantee's cable television system.

Section 13.

Extension Of Service.

13.1 New Developments.

The Grantee shall, upon request for service, provide service to all new developments located within Franchise Area 1 if a new development is located within a portion of Franchise Area 1 in which construction of the Grantee's cable television system has been completed or is in the process of being completed; provided, however, that the Grantee may, upon approval of the Cable Commission, extend the time for providing such service.

13.2 Annexation.

Upon annexation by the City of any new territory contiguous to Franchise Area 1, the Grantee shall, at the request of the City, provide service to said area upon terms and conditions mutually agreed to by the City and the Grantee; provided, however, that the Grantee may, upon Cable Commission approval, postpone the time for providing service to said area where it would result in a delay in the Grantee's Construction Schedule as set forth in (Sub)Exhibit E-2 of this Agreement.

*Section 14.**Removal Of System.***14.1 Removal By The Grantee.**

If the City Council requires the removal of all of the Grantee's property located within the public ways of the City pursuant to Section 4-280-100 (D)(3) or Section 4-280 -110(F) of the Cable Ordinance, the Grantee, at its own expense, shall remove such property within one (1) year after complete cessation of the Grantee's cable television service or such longer period as approved by the City Council, and under supervision of the City shall repair and restore the public ways pursuant to Section 4-280-300(F) of the Cable Ordinance. The Grantee shall be responsible for any and all damages caused by such removal. If the City Council requires the removal of all of the Grantee's property located within the public ways of the City pursuant to Section 4-280-100(D)(3) or Section 4-280-110(F) of the Cable Ordinance and if, after complete cessation of the Grantee's cable television service, the Grantee fails to remove or cause the removal of all of its property located within the public ways of the City within one (1) year or such longer period as approved by the City Council, the City shall deem such property abandoned and such property, at the option of the City, shall become property of the City.

14.2 Removal By The City.

If the City Council requires the removal of all of the Grantee's property located within the public ways of the City pursuant to Section 4-280-100 (D)(3) or Section 4-280-110(F) of the Cable Ordinance and if the Grantee fails to remove or cause the removal of all of its property located within the public ways of the City within one (1) year after complete cessation of the Grantee's cable television service, or such longer period as approved by the City Council, the City may remove or cause the removal of such system; provided, however, that the City shall be reimbursed for the total cost of such removal to the extent that such costs exceed the amount of the performance bond provided for pursuant to Section 5.3 of this Agreement.

*Section 15.**Intra-City Interconnection.***15.1 Purpose.**

Pursuant and in addition to Section 4-280-340 of the Cable Ordinance, the

Grantee shall cooperate with other cable television services franchise grantees within the City ("Other Grantees") to interconnect all cable television systems within the City to ensure that the granting by the City of separate franchises for cable television services does not restrict utilization of such cable television service system on a Citywide basis. Sufficient interconnection is essential for access channels and local origination channels to facilitate Citywide and geographically targeted programming and services.

15.2 Capacity And Timetable.

Interconnection of all cable television systems within the City shall, at a minimum, provide adequate capacity for two (2) channels including two (2) subcarriers to be delivered from each of the Other Grantees' franchise areas to a central interconnection facility and eight (8) channels including two (2) subcarriers to be delivered to each of the grantees' franchise areas from a central interconnection facility. Said interconnection shall be operational within one (1) year of service being delivered by the Grantee to its first subscriber. Additional channel capacity shall be incrementally activated on an as-needed basis to ensure that all public access, municipal utilization, non-alphanumeric local origination, and at least one (1) leased access channel can be delivered to each of the Other Grantees' franchise areas from a central interconnection facility; provided, however, that the Other Grantees as part of the interconnection plan referred to in Section 15.3 of this Agreement may submit an alternative design that equals or exceeds the performance and capabilities of the design referred to in this Section 15.2.

15.3 Plan Of Interconnection.

The Grantee, in cooperation with the Other Grantees, shall develop a plan of interconnection (the "Interconnection Plan") consistent with the requirements set forth in Section 15 of this Agreement. Such plan shall address, in detail, all tasks necessary to implement an interconnection system for the City, including, but not limited to, organizational structure, administration, design, financing, projected costs and expenses, technical performance and construction standards, channel bandwidth allocation procedures, construction, operation, maintenance and upgrading of the interconnection system, this Interconnection Plan shall be submitted to the Cable Commission for approval within ninety (90) days of the Acceptance Date; provided, however, that the Cable Commission may extend the time for submission of such plan upon request by the Grantee and the Other Grantees. In the event that the Grantee and Other Grantees are unable to agree upon such a plan within ninety (90) days or such longer period as approved by the Cable Commission, the Cable Commission shall act as the arbitrator and its decision shall be final and binding on the Grantee and the Other Grantees. Upon Cable Commission approval, this Interconnection

Plan shall be attached to this Agreement as (Sub)Exhibit L and made a part hereof.

15.4 Interconnection Responsibilities.

The Grantee and the Other Grantees, shall be responsible for: (i) providing and covering the costs of all equipment and facilities necessary to implement the Interconnection Plan referred to in Section 15.3 of this Agreement, (ii) obtaining all licenses, permits and authorizations necessary to conduct and operate such interconnection system, and (iii) covering all capital costs and operational and maintenance expenses associated therewith, as provided in said plan of interconnection.

15.5 Construction And Technical Standards.

The interconnection system described in Section 15 of this Agreement shall be designed, constructed, installed, maintained and operated in accordance with the standards set forth in Sections 4-280-260(A), 4-280-270(A) and 4-280-280(A) of the Cable Ordinance and Sections 9, 10, 11 and 12 of this Agreement. Additionally, such interconnection system shall be designed, constructed, operated and maintained so as not to degrade the quality of any of the signals transmitted on the Grantee's and Other Grantee's subscriber or institutional network systems.

15.6 Fees, Rules, Et Cetera.

Nothing herein shall prohibit the Grantee from establishing reasonable fees for use of the interconnection system or from promulgating and requiring reasonable terms or conditions relating to the use thereof; provided, however, that neither the City nor the Chicago Access Corporation (the "C.A.C.") shall be charged at any time for the use thereof. In addition, the Cable Commission shall annually review utilization of the interconnection system and the allocation of bandwidth to the City and the C.A.C. to ensure that the City and the C.A.C. have been reserved adequately capacity on the interconnection system to meet the respective reasonable needs of the City and the C.A.C..

Section 16.

Channel Allocation.

16.1 Standard Allocation.

The Grantee shall at all times provide the same channel allocations for the

following channels as provided for by all Other Grantees operating cable television services systems within the City:

- (1) the non-alphanumeric local origination channel referred to in (Sub)Exhibit G attached hereto and made a part of this Agreement;
- (2) all channels under the control of the C.A.C.;
- (3) at least one (1) leased access channel; and
- (4) at least two (2) local government access channels.

The Grantee hereby agrees to comply with the standard channel allocation set forth in (Sub)Exhibit F attached hereto and made part of this Agreement. The Grantee shall exercise its best efforts in cooperation with all Other Grantees operating within the City to establish a standard allocation for those channels for which such allocation is required but not established as of the Date of Acceptance. Upon agreement between and among the Grantee and all Other Grantees, such standard channel allocation shall be incorporated into (Sub)Exhibit F to this Agreement.

16.2 Aeronautical Frequencies.

The Grantee shall comply with all F.C.C. rules and regulations regarding operation in the frequency bands 108 -- 137 and 225 -- 400 MHz.

Section 17.

Universal Subscriber Service.

The Grantee shall make service available throughout Franchise Area 1 in accordance with Sections 7 and 11 of this Agreement.

Section 18.

Local Origination.

Pursuant to and in compliance with Section 542(g)(2)(C) of the Communications Act, and consistent with the public benefits of public,

educational and governmental ("P.E.G.") access, during the term of this Agreement, the Grantee, in cooperation with the Other Grantees operating cable television services systems within the City, has voluntarily agreed to contribute to local origination as set forth in (Sub)Exhibit G attached hereto and made part of this Agreement. The Grantee has voluntarily agreed to remit Seven Hundred Ninety-eight Thousand Eight Hundred Sixty-five Dollars (\$798,865) in funding for P.E.G. access local origination directly to the City in fifteen (15) equal annual payments of Fifty Three Thousand Two Hundred Fifty-eight Dollars (\$53,258). The first annual payment shall be made no later than ninety (90) days following the Acceptance Date, and each subsequent payment shall be made on or before such date of each subsequent year during the term of this Agreement. The Grantee shall provide local origination workshops as set forth in (Sub)Exhibit G to this Agreement.

Section 19.

Chicago Access Corporation.

In furtherance of the benefits to the public of P.E.G. access:

19.1 Channel Commitments.

Pursuant to Section 4-280-360(A) of the Cable Ordinance, the Grantee shall dedicate ten percent (10%) of its usable channels from their inception as access channels on its subscriber network system. All such channels shall be provided to the C.A.C. free of charge and under the exclusive use and control of the C.A.C.; provided, however, that such channels are utilized by the C.A.C. for non-commercial programming and purposes and without any charges by the C.A.C. to any subscriber or advertiser. Under no circumstances shall the Grantee have the authority or right to exercise any control over the use or operation of such channels except as provided in Section 4-280-360(B) of the Cable Ordinance and Section 531 of the Communications Act. Neither the Grantee nor the C.A.C. shall be liable for the quality or content of programming produced or transmitted by the Grantee or C.A.C..

19.2 Payments And Contributions.

(1) Pursuant to and in compliance with Section 542(g)(2)(C) of the Communications Act, the Grantee shall during the term of this Agreement pay to C.A.C. a total of One Million One Hundred Twenty-five Thousand Dollars (\$1,125,000) for the exclusive use of C.A.C. in connection with C.A.C. P.E.G. access capital costs. These C.A.C. P.E.G. capital cost payments by the Grantee shall be made in accordance with (Sub)Exhibit H attached hereto and made part of this Agreement. These

P.E.G. access related capital cost payments to C.A.C. by the Grantee shall be as follows: One Hundred Twenty-five Thousand Dollars (\$125,000) shall be payable no later than one hundred eighty (180) days from the Date of Acceptance; One Hundred Thousand Dollars (\$100,000) shall be payable no later than three hundred sixty (360) days from the Date of Acceptance (the "360-Day Payment"); One Hundred Thousand Dollars (\$100,000) shall be payable no later than the last day of each of the four (4) calendar years beginning with the calendar year in which the 360-Day Payment is to be made; and Fifty Thousand Dollars (\$50,000) shall be payable no later than the last day of each of the following ten (10) calendar years.

(2) In addition to the P.E.G. access cost capital payments set forth in Section 19.2(1) of this Agreement, the Grantee has voluntarily agreed to pay C.A.C. one percent (1%) of its annual gross revenues as defined in an agreement dated January 26, 1996, by and between the Grantee and C.A.C. (the "C.A.C. Agreement"). The terms and conditions of those payments by the Grantee to C.A.C. are as set forth in the C.A.C. Agreement.

19.3 Equipment.

The Grantee shall provide, at the Grantee's sole expense but without change in ownership, modulators and other necessary equipment to permit full and practical utilization from the Grantee's headend downstream, by conventional technical means, of each C.A.C. channel as from time to time requested by the C.A.C. but in no event earlier than system activation. Additionally, the Grantee shall insure that its cable television system is constructed and operated to permit the C.A.C. at C.A.C.'s expense, to cablecast live programming from remote locations with no charge to the C.A.C. for access to the Grantee's existing facilities suitable for such purposes at the Grantee's headend.

19.4 Programming Authority.

The Grantee shall have no authority or control over any programming cablecast on channels dedicated to the C.A.C. pursuant to Section 19.1 of this Agreement. All programming cablecast on such channels shall not be considered origination cablecasting for purposes of Grantee's compliance with Section 76 Subpart G of the F.C.C. rules and regulations unless otherwise determined by the F.C.C. with respect to the Grantee. The Grantee shall have no responsibility under Section 4-280-260 (D) of the Cable Ordinance for programming cablecast on any C.A.C. dedicated channels. Nothing in Section 19 of this Agreement shall be construed to imply that Grantee is a common carrier.

19.5 C.A.C./The Grantee Policies And Procedures.

In order to facilitate effective operations and working arrangements between the C.A.C. and the Grantee and to resolve difficulties, if any, in the implementation of the Grantee's commitments to the C.A.C., within one hundred twenty (120) days after the Acceptance Date or such later date as agreed upon by and between the Grantee and the C.A.C., the Grantee and the C.A.C. shall develop written policies and procedures that shall be filed with the Cable Commission. Said policies and procedures shall detail the mutual obligations of the Grantee and the C.A.C. in a manner not inconsistent with the Cable Ordinance, Section 542 of the Communications Act, as it may be amended from time to time and this Agreement and shall include an acknowledgment by the C.A.C. and the Grantee that, with respect to any mutual obligations provided for under this Agreement and the written policies and procedures to be adopted by and between the Grantee and C.A.C., the Grantee and C.A.C. shall act in a reasonable, expeditious and timely manner.

Section 20.

Leased Access.

The Grantee shall comply with Section 532 of the Communications Act, as amended from time to time, and all F.C.C. rules and regulations promulgated thereunder, regarding the provision of channel capacity for commercial use. The Grantee acknowledges and agrees that, should current federal preemptive authority be modified so as to permit the City to enact and enforce requirements governing the provision of channel capacity for commercial use, the Grantee shall comply with any and all requirements of the City during the remainder of the term of this Agreement.

Section 21.

Municipal Utilization.

21.1 Description.

During the term of this Agreement, the Grantee shall provide for municipal utilization on its subscriber network system as set forth in the Grantee's Application and (Sub)Exhibit I attached to this Agreement. The channels dedicated to the use and control of the City and other local government agencies designated by the City as set forth in (Sub)Exhibit I to

this Agreement shall be utilized for non-commercial programming and purposes and without any charges by the City to any subscriber. The Grantee shall have no authority or control over any programming cablecast on such dedicated channels. All programming cablecast on such dedicated channels shall not be considered origination cablecasting for purposes of the Grantee's compliance with Section 76 Subpart G of the F.C.C. rules and regulations unless otherwise determined by the F.C.C. with respect to the Grantee. The Grantee shall have no responsibility under Section 4-280-260(D) of the Cable Ordinance for programming cablecast on any such dedicated channel. Additionally, nothing in Section 21 of this Agreement shall be construed to imply that Grantee is a common carrier.

21.2 Additional Channel Capacity.

Upon demonstration by the City of full utilization of the channel capacity dedicated to the City, the Grantee shall exercise its best efforts to provide additional channel capacity to the City on the Grantee's cable television system to meet the reasonable needs of the City unless to do so would place an unreasonable economic burden on the Grantee.

Section 22.

Enhanced/Developmental Services.

If the Grantee determines to offer enhanced/developmental services, a notice shall be filed with the Cable Commission at least thirty (30) days prior to launch of such enhanced/developmental services. Said notice shall contain detailed descriptions of such services and applicable rates.

Section 23.

Employment Requirements.

The following provisions are set forth pursuant and in addition to Section 554 of the Communications Act, as may be amended from time to time, and all F.C.C. rules and regulations promulgated thereunder, and Section 4-280-530 of the Cable Ordinance.

23.1 Affirmative Action.

Pursuant to Section 4-180-530 (B) and (C) of the Cable Ordinance, the Grantee, during the term of this Agreement, shall exercise its best efforts to maximize equal employment opportunities for minorities and women. The goal for the Grantee's workforce with respect to minority employment shall be parity with the population of minorities in relation to the general population of the City. The Grantee shall take affirmative action to accomplish this goal in each of the job categories set forth in (Sub)Exhibit J attached hereto and made part of this Agreement. The goals for the Grantee's workforce with respect to female employment shall be parity with the respective percentage representations of females in the labor force of the City in each of the job categories set forth in (Sub)Exhibit J to this Agreement. The Grantee shall take affirmative action to accomplish such goals in such job categories.

23.2 Equal Employment Opportunity/Affirmative Action Plan.

The Grantee shall develop an Equal Employment Opportunity/Affirmative Action Plan (the "E.E.O./A.A. Plan") in accordance with the requirements set forth in (Sub)Exhibit J to this Agreement. This E.E.O./A.A. Plan shall be filed with the Cable Commission for approval within ninety (90) days after the Acceptance Date. The Cable Commission shall within forty-five (45) days after receipt by it of such plan approve such plan or notify Grantee in writing of the deficiencies in such plan. In no event shall Grantee commence construction of its cable television services system prior to approval of the Grantee's E.E.O./A.A. Plan.

23.3 Pass-Through Requirements.

In order to satisfy the employment requirements of Section 23 of this Agreement, the Communications Act and applicable F.C.C. rules and regulations, and the Cable Ordinance, the Grantee shall ensure that each contractor having a contract or contracts with the Grantee and each subcontractor having a contract or contracts with the Grantee's Contractors and Subcontractors in excess of Fifty Thousand Dollars (\$50,000) and at least fifteen (15) employees engaged in the construction, installation, maintenance or operation of the Grantee's cable television system complies with Sections 23.1, 23.4, 23.5, 23.6, 23.7 and 23.8 of this Agreement, Section 4-280-530 of the Cable Ordinance, Section 554 of the Communications Act, and all F.C.C. rules and regulations promulgated thereunder. Additionally, the Grantee shall ensure that each such contractor or subcontractor develops an Equal Employment Opportunity/Affirmative Action Plan (the "Contractors'/Subcontractors' E.E.O./A.A. Plans") in accordance with the requirements set forth in (Sub)Exhibit J to this Agreement. Each such Contractor/Subcontractor E.E.O./A.A. Plan shall be made available to the Cable Commission upon the Cable Commission's request.

23.4 Local Residents.

The Grantee shall take affirmative action to ensure that at least fifty percent (50%) of its employees engaged in the construction, installation, maintenance or operation of its cable television system are actual residents of the City.

23.5 Unions.

The Grantee shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding or with which the Grantee enters into discussions regarding a collective bargaining agreement or other contract or understanding of the Grantee's responsibilities under Section 23 of this Agreement, Section 4-280-530 of the Cable Ordinance, Section 554 of the Communications Act, and all F.C.C. rules and regulations promulgated thereunder. The Grantee shall, to the extent possible through negotiation or modification of any such agreements, contracts or understandings, ensure that such agreements, contracts or understandings contain provisions consistent with Section 23 of this Agreement, Section 4-280-530 of the Cable Ordinance, and Section 554 of the Communications Act, and all F.C.C. rules and regulations promulgated thereunder so as not to impede the Grantee's ability to satisfy the requirements set forth herein and therein.

23.6 Training.

The Grantee shall provide training programs for qualified minorities and women as set forth in Grantee's Application. In addition, the Grantee shall establish such other training programs as necessary to satisfy the employment requirements as set forth in this Agreement.

23.7 Records.

Commencing ninety (90) days after the Acceptance Date and continuing for the term of this Agreement, the Grantee shall prepare and maintain the following records on forms provided by the Cable Commission: job applicant flow logs, promotion, demotion, termination and transfer logs, and training activity and/or apprenticeship program participation summaries. Such records shall be available to the City during the Grantee's normal business hours and shall be retained in the Grantee's files for not less than three (3) years.

23.8 Reporting Requirements.

The Grantee, during the term provided in this Agreement, shall file with the Cable Commission the following reports on forms supplied by the Cable Commission:

(1) Commencing within one hundred twenty (120) days after the Acceptance Date and continuing on a quarterly basis until construction of the Grantee's cable television system has been completed and annually thereafter for the term of this Agreement:

- (a) statistical reports;
- (b) progress evaluation reports;
- (c) a report listing any E.E.O./A.A. complaints filed against the Grantee with a court or federal or State of Illinois or local agency having appropriate jurisdiction.

(2) Commencing one (1) year after approval by the Cable Commission of the Grantee's E.E.O./A.A. Plan and continuing on an annual basis for the term of this Agreement a report summarizing and updating the Grantee's E.E.O./A.A. Plan.

23.9 Compliance.

In order to monitor the Grantee's compliance with its E.E.O./A.A. Plan and the other requirements set forth in Section 23 of this Agreement, the Cable Commission, whenever necessary or appropriate, but no less than annually, shall, commencing one (1) year after its approval of the Grantee's E.E.O./A.A. Plan, conduct a compliance review. Such review shall consist of a comprehensive analysis and evaluation of the records maintained and the reports required to be submitted to the Cable Commission pursuant to Sections 23.7 and 23.8 of this Agreement and any other relevant information and data. The Grantee shall be deemed to be in compliance for purposes of Section 23 of this Agreement and Sections 4-280-530 (B) and (C) and of the Cable Ordinance if the Cable Commission determines that the Grantee has exercised its best efforts to comply on an annual basis with the Grantee's E.E.O./A.A. Plan and the requirements set forth in Sections 23.1, 23.3, 23.4 and 23.6 of this Agreement.

*Section 24.**Contractors And Subcontractors.***24.1 Local Businesses.**

The Grantee shall utilize businesses located in the City in connection with the construction, installation, maintenance and operation of its cable television services system to the maximum extent feasible and with due regard to price, quality and timing of delivery. In addition, the Grantee shall, to the maximum extent feasible and with due regard to price, quality and timing of delivery of the purchase of comparable materials, equipment or supplies of any nature, give preference for such items which are assembled, manufactured or otherwise produced, in whole or in part, within the City.

24.2 Minority Business Enterprises (M.B.E.s).

Pursuant to Section 4-280-530 (E) of the Cable Ordinance, the Grantee shall, during the term of this Agreement, exercise its best efforts to ensure that qualified minority-owned businesses ("M.B.E.s") located in and certified by the City receive a fair and substantial share of the economic benefits forthcoming from development of the Grantee's cable television services system. For purposes of this Section 24.2, a "fair and substantial share of the economic benefits" shall mean twenty-five percent (25%) of the total dollar value of contracts awarded by the Grantee, excluding contracts where participation of M.B.E.s would not be practically possible such as factory direct purchases, purchases of satellite-delivered services and purchases of materials or equipment from a sole source of supply. Such exclusions shall be detailed, with justifications, in the Grantee's Minority Business Enterprise Plan (the "M.B.E. Plan") referred to in Section 24.4 of this Agreement. The Grantee's M.B.E. Plan shall be subject to Cable Commission approval.

24.3 Women's Business Enterprises (W.B.E.s).

The Grantee, during the term of this Agreement, shall exercise its best efforts to ensure that qualified women-owned businesses ("W.B.E.s") located in and certified by the City are awarded five percent (5%) of the total dollar value of contracts issued by the Grantee, excluding contracts where participation of W.B.E.s would not be practically possible such as factory direct purchases, purchases of satellite-delivered services and purchases of materials or equipment from a sole source of supply. Such exclusions shall be detailed, with justifications, in the Grantee's Women's Business Enterprise Plan (the "W.B.E. Plan") referred to in Section 24.4 of this

Agreement. The Grantee's W.B.E. Plan shall be subject to Cable Commission approval.

24.4 Business Enterprise Plans.

The Grantee shall develop separate M.B.E. and W.B.E. Plans in accordance with the requirements set forth in (Sub)Exhibit J attached hereto and made a part of this Agreement. Such plans shall be filed with the Cable Commission for approval within ninety (90) days after the Acceptance Date. The Cable Commission shall, within forty-five (45) days of receipt by it of such plans, approve such plans or notify Grantee in writing of the deficiencies in any of said plans. In no event shall Grantee commence construction prior to such approvals.

24.5 Reporting Requirements.

During the term of this Agreement, the Grantee shall file with the Cable Commission the following reports on forms supplied by the Cable Commission:

(1) Commencing within one hundred twenty (120) days after the Acceptance Date and continuing on a quarterly basis until construction of the Grantee's cable television system has been completed and annually thereafter for the term of this Agreement;

(2) (a) a descriptive summary of the categories and total dollar value of all contracts awarded by the Grantee;

(b) a descriptive summary of the categories and total dollar value of all contracts awarded by the Grantee, excluding contracts where participation of M.B.E.s and W.B.E.s would not be practically possible in accordance with Sections 24.2 and 24.3 of this Agreement and (Sub)Exhibit J to this Agreement;

(c) a descriptive summary of the total dollar value of all contracts awarded to M.B.E.s and W.B.E.s;

(d) a descriptive summary of the Grantee's efforts both to locate and facilitate the participation of qualified M.B.E.s and W.B.E.s in the construction, installation, maintenance and operation of the Grantee's cable television system including a description of the specific programs implemented by the Grantee to meet the goals set forth in Sections 24.2 and 24.3 of this Agreement;

(e) Commencing within one (1) year after approval by the Cable Commission of the Grantee's M.B.E. and W.B.E. Plans and continuing on

an annual basis for the term of this Agreement, separate reports summarizing and updating the Grantee's M.B.E. and W.B.E. Plans.

24.6 Compliance.

In order to monitor the Grantee's compliance with its M.B.E. and W.B.E. Plans and the other requirements set forth herein, the Cable Commission, whenever necessary or appropriate, but no less than annually shall, commencing one (1) year after approval by the Cable Commission of the Grantee's M.B.E. and W.B.E. Plans, conduct a compliance review. Such review shall consist of a comprehensive analysis and evaluation of the reports required to be submitted to the Cable Commission pursuant to Section 24.5 of this Agreement and any other relevant information and data. The Grantee shall be deemed to be in compliance for purposes of Section 24 of this Agreement and Section 4-280-530(E) of the Cable Ordinance if the Cable Commission determines that the Grantee has exercised its best efforts to comply on an annual basis with its M.B.E. and W.B.E. Plans and the requirements set forth in Sections 24.1, 24.2 and 24.3 of this Agreement.

Section 25.

Consumer Services.

The Grantee shall adhere to all applicable F.C.C. regulations relating to customer service obligations, and shall not contest any decision by the City, the Cable Commission or the Cable Administrator to enforce F.C.C. standards in accordance with federal or local law.

25.1 Consumer Services Plan.

Pursuant and in addition to Section 4-280-220(E) of the Cable Ordinance and Grantee Application, the Grantee shall submit to the Cable Commission a detailed Consumer Services Plan (the "Consumer Services Plan") sixty (60) days prior to commencement of service to its first subscriber. Such plan shall, at a minimum, demonstrate that the facilities, personnel, repair, complaint and adjustment procedures, telephone and other information systems of the Grantee are sufficient to ensure timely, efficient and effective services to consumers. The Grantee's Consumer Services Plan shall also be consistent with the highest standards of the cable television industry and the requirements set forth in this Agreement, in applicable F.C.C. regulations, and in Sections 4-280-270(B) and 4-280-290 of the Cable Ordinance.

25.2 Business Offices And Personnel.

Pursuant and in addition to Section 4-280-270(B) of the Cable Ordinance, the Grantee shall establish and maintain such business offices and provide personnel, telephone service and other equipment, as needed, to ensure timely, efficient and effective service to consumers. Such personnel shall include one person designated by the Grantee to act as a liaison between the Grantee and the City regarding consumer service issues. All business offices of the Grantee shall have a locally listed telephone number with an access line available to subscribers twenty-four (24) hours a day, seven (7) days a week. The Grantee's business offices shall be open, at a minimum, during the hours set forth in the Grantee's Application (including one (1) evening per week and/or on the weekends). Additionally, at various times during the day, the Grantee shall cablecast the address, telephone number and office hours of its business offices on a local origination channel received by all subscribers.

25.3 Subscriber Complaints.

Pursuant and in addition to Section 4-280-290(B) of the Cable Ordinance, the Grantee shall promptly respond to and resolve all subscriber complaints; provided, however, that nothing herein shall require the Grantee to maintain or repair any equipment not provided by the Grantee, maintain records with respect thereto nor respond to or resolve subscriber complaints relating thereto. The Grantee shall maintain records of such complaints setting forth the date and nature of the complaint and any action taken in response thereto. Such records shall be available to the City during the Grantee's normal business hours and retained in the Grantee's files for not less than three (3) years. A statistical summary of such records shall be prepared by the Grantee and submitted to the Cable Commission monthly commencing thirty (30) days after commencement of construction and continuing until construction of the Grantee's cable television system is complete in accordance with (Sub)Exhibit E-2 to this Agreement. Thereafter, such records shall be submitted to the Cable Commission annually.

25.4 Major Outages.

The Grantee shall maintain records of all major outages. Such records shall indicate the estimated number of subscribers affected, the date and time of first notification of the outage, the date and time service was restored, the cause of the outage and a description of the corrective action taken. Such records shall be available to the City during the Grantee's normal business hours and retained in the Grantee's files for not less than three (3) years. A statistical summary of such records shall be prepared by the Grantee and submitted to the Cable Commission annually, commencing twelve (12) months after service is provided to the first subscriber.

25.5 Pre-Construction Information.

Prior to commencement of construction of an area, the Grantee shall exercise its best efforts to inform the residents thereof of the nature and timetable for such construction and shall provide the residents with the procedures for filing complaints.

25.6 The Grantee Solicitation.

At the time the Grantee solicits the residents of an area for subscription of cable television services, and again upon actual installation of service, the Grantee shall provide such residents a simple written explanation of all products and services offered, the options for and prices of such products and services, the parental lock-out device, installation and service maintenance procedures, cable television services use instructions, programming channel positions, billing and complaint procedures and privacy rights of the subscriber as set forth in Section 4-280-320 of the Cable Ordinance and Section 27 of this Agreement.

25.7 Requests For Installation.

Pursuant and in addition to Section 4-280-310(C) of the Cable Ordinance, the Grantee shall fill all reasonable orders for a standard installation of its services within seven (7) business days and all other reasonable orders within thirty (30) days after the date of such order. For purposes of the time period for installation as opposed to any costs charged as set forth in Section 7.5 and 7.6 of this Agreement, "standard" installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system. A request shall be deemed reasonable if (i) the services requested are uniformly available on the Grantee's cable television system; (ii) the services requested are in a portion of Franchise Area 1 where the Grantee's cable television system has been constructed and activated; (iii) the Grantee in cooperation with appropriate agencies can accomplish a proper physical extension of its cable television system to a person's premises within such seven (7) or thirty (30) days; and (iv) the Grantee can obtain access to a person's premises. If the Grantee fails within such seven (7) or thirty (30) day period to provide the service requested, the Grantee, upon request of the person requesting service, shall within thirty (30) days thereafter promptly refund any and all deposits or advance payments made by such person. The Grantee shall maintain a record of all installation requests detailing when and what action was taken.

25.8 Translated Information.

The information and materials required in Sections 25.5 and 25.6 of this Agreement shall also be available in the Spanish language.

25.9 Program Guides.

In the event the Grantee or an agent of the Grantee provides to the Grantee's subscribers written program guides, such guides shall list, at a minimum, all non-must carry channels carried on the Grantee's cable television system and shall, to the extent reasonable as determined by the Grantee, list all programs carried on all non-must carry channels.

25.10 Information Filed With The Cable Commission.

Pursuant and in addition to Section 4-280-220(E) of the Cable Ordinance, the Grantee shall file the information required in Section 4-280-220(E) and the information and materials set forth in Sections 25.5, 25.6 and 25.8 of this Agreement with the Cable Commission at least fourteen (14) days prior to any distribution of such information or materials except as otherwise provided in Section 7 of this Agreement.

25.11 Employee Identification.

Each employee of the Grantee when entering private property or working on public ways shall be required to wear an employee identification card issued by the Grantee bearing the name and a photograph of said employee.

25.12 Nondiscrimination.

The Grantee shall not discriminate against any person in the solicitation or provision of any service on the basis of age, sex, race, color, creed, ethnic origin, sexual orientation, marital status or physical or mental impairment.

Section 26.

Users.

The provisions set forth in Section 4-280-210(F) and 4-280-220(E) of the Cable Ordinance shall apply to all users of the Grantee's cable television system.

*Section 27.**Privacy.***27.1 Requirements.**

The Grantee shall construct, install, maintain and operate its cable television system so as to protect the privacy rights of each subscriber and user in accordance with Section 4-280-320 of the Cable Ordinance as interpreted and applied in harmony with Section 551 of the Communications Act and F.C.C. rules and regulations promulgated thereunder, the requirements of this Agreement and any other applicable federal, state and local laws and regulations.

27.2 Monitoring, Collection, Use Or Release.

Pursuant and in addition to Section 4-280-320(B) of the Cable Ordinance, the Grantee shall not monitor, collect or use any information or signals transmitted over the Grantee's cable television system, with the exception of any record of aggregated data that does not identify particular persons, without the prior written or electronic consent of the subscriber or user, provided that such collection and use is permissible in order to obtain information necessary to provide services to the subscriber or detect an unauthorized reception of cable service. The Grantee shall not release or disclose any individually identifiable information about any subscriber or user to the City or any other third party without the prior written or electronic consent of such subscribers or users unless such disclosure is made by the Grantee to a subscriber(s) or user(s) in accord with the exceptions set forth in Section 551(c)(2) of the Communications Act. Any consent of a subscriber or user for the monitoring, collection, use or release of any information or signals transmitted over or obtained by the Grantee's cable television system shall be explicit, in writing or electronic form, and in a form separate from any contract or other agreement for cable television services or use. Such consent shall contain a statement in bold print that states that the subscriber or user knowingly authorizes the monitoring, collection, use or release of such information, that the consent is revocable at any time by the subscriber or user without penalty and that describes the exact timing and nature of the monitoring, collection, use or release of such information. Such consent is revocable without penalty at any time by the subscriber or user upon prior written or electronic notice to the Grantee. In no event shall such consent be obtained by the Grantee from a subscriber or user as a condition of cable television service or a continuation thereof, except if such consent is necessary to adequately provide such service.

27.3 Privacy Information.

Prior to installation of service, and at least once a year thereafter, the grantee shall provide each subscriber with a simple, thorough written explanation conforming to the notice requirements set forth in Section 551(1)(a)(A-E) of the Communications Act, and further informing each subscriber of all applicable privacy requirements as set forth herein and in Section 4-280-320 of the Cable Ordinance; provided, however, that such information shall be filed with the Cable Commission not less than fourteen (14) days prior to its being distributed to any subscriber.

27.4 Ownership Of Data.

The ownership of any data or signals originated by a subscriber or user and maintained by the Grantee or a third party that are intended for the sole use of such subscriber or user shall remain solely in the originating subscriber or user, even though such data or signals are maintained by the Grantee or a third party.

27.5 Court-Ordered Disclosure.

Pursuant and in addition to Section 4-280-320(B)(4) of the Cable Ordinance, if a court of competent jurisdiction authorizes or orders the monitoring, collection, use or release of any individually identifiable information about any subscriber or user, the Grantee shall notify such subscriber or user within a sufficient amount of time to permit the subscriber or user to challenge the monitoring, collection, use or release of such information except if a court of competent jurisdiction orders otherwise.

27.6 Destruction Of Information.

Any individually identifiable information of a subscriber or user collected by the Grantee pursuant to Section 4-280-320 of the Cable Ordinance and the provision of this Agreement shall be destroyed immediately after the purpose for its collection has been accomplished unless the Cable Ordinance, this Agreement or federal, state or local laws or a court of competent jurisdiction require retention of such identifiable information.

27.7 Request For Information.

Pursuant and in addition to Section 4-280-320(C)(5) of the Cable Ordinance, the Grantee, within two (2) weeks of receipt by the Grantee of a written request from any subscriber or user, shall make available to such subscriber or user the information collected or maintained by it with respect to such subscriber or user. Additionally, the Grantee shall permit its

subscribers or users to correct any inaccurate information collected in regard to such subscriber or user. If such information is in machine-readable form, the Grantee shall translate such information and provide such subscriber or user with a copy of the translation. Such rights shall be in addition to any other rights or remedies the City or the Cable Commission has under the Cable Ordinance, this Agreement or other applicable federal, state or local laws.

Section 28.

Enforcement.

28.1 Sanctions.

Pursuant to Section 4-280-570(A) and (B) of the Cable Ordinance, the Cable Commission shall have the right to impose monetary penalties, fines and other monetary sanctions in accordance with Section 28.6 of this Agreement in the event the Grantee violates any provision of the Cable Ordinance, any section of this Agreement or any rule or regulation lawfully adopted by the Cable Commission pursuant to Section 4-280-460(A)(10) of the Cable Ordinance. Additionally, the Cable Commission shall have the right to impose substituted damages for those violations set forth in Section 28.5 of this Agreement. Such rights shall be in addition to any other rights or remedies the City and the Cable Commission have under the Cable Ordinance, this Agreement, the Communications Act, F.C.C. rules and regulations or other applicable laws.

28.2 Notice Of Violation.

If the Cable Commission has reason to believe that the Grantee is in violation of the Cable Ordinance, this Agreement or any rule or regulation lawfully adopted by the Cable Commission pursuant to Section 4-280-460(A)(10) of the Cable Ordinance, the Cable Commission shall notify the Grantee, in writing, of the violation setting forth the nature of such violation. Within thirty (30) days of its receipt of such notice, the Grantee shall either respond in writing to the Cable Commission contesting the Cable Commission's notice of violation with supporting documentation that such violation did not occur or was beyond the Grantee's control and requesting an opportunity to be heard or shall remedy the violation within such thirty (30) day period; provided, however, that the Cable Commission may determine that the violation is of such a serious nature that a lesser time period within which remedying the violation is necessary. If the Grantee cannot reasonably remedy the violation within the time period specified and so informs the Cable Commission, the Cable Commission may extend the time permitted for remedying the violation provided the Grantee

informs the Cable Commission on a regular basis of the steps being taken to remedy such violation.

28.3 Notice Of Assessment.

If within thirty (30) days of its receipt of notice of the violation pursuant to Section 28.2 of this Agreement, the grantee fails to submit a written response contesting any Cable Commission notice of violation as set forth in Section 28.2 of this Agreement or if after requesting an opportunity to be heard the Grantee fails to establish during such hearing that such violation did not occur or was beyond its control or if the Grantee fails to remedy the violation within the time period specified or any extensions thereto pursuant to Section 28.2 of this Agreement, the Cable Commission, after considering all relevant factors, may impose upon the Grantee monetary penalties, fines, liquidated or substituted damages or other monetary sanctions from the date of notice of violation in accordance with Section 28.5 or 28.6 of this Agreement and shall provide the Grantee with prior written notice of such assessment. Such notice of assessment shall state the amount to be assessed and provide a date of at least fifteen (15) days after receipt of such notice upon which payment for the violation is due from the Grantee.

28.4 Withdrawal From Letter Of Credit.

If the Grantee fails to pay to the City any monetary penalties, fines, liquidated or substituted damages or other monetary sanctions imposed upon the Grantee by the Cable Commission within three (3) days after the date set forth in the notice of assessment pursuant to Section 28.3 of this Agreement, the Cable Commission, pursuant to Section 4-280-190(B) of the Cable Ordinance, may immediately request payment of the amount thereof from the letter of credit and draw on the letter of credit referred to in Section 6 of this Agreement. If a draw by the City on Grantee's letter of credit is made, the City shall notify the Grantee in writing of the date and amount of such draw.

28.5 Substituted Damages.

The Grantee agrees the following events, if any such event occurs, will result in actual damages to the City which actual damages will be either impracticable or difficult to ascertain and therefore agrees to pay to the City the following amounts which shall not be considered in the nature of penalties:

- (1) Seven Hundred Fifty and no/100 Dollars (\$750.00) a day for each day and part thereof that such failure continues as a result of a material failure to construct and activate the Grantee's cable television services

system in accordance with the Construction Timetable and Construction Schedule and referred to in Sections 11.1 and 11.2 of this Agreement unless such failure is caused by circumstances beyond the Grantee's control or by a change or extension in such timetable, schedule or map approved by the Cable Commission;

(2) Seven Hundred Fifty and no/100 Dollars (\$750.00) a day for each day or part thereof that such failure continues as a result of a material failure to comply with the design, technical, maintenance, construction or operational requirements set forth or referred to in Sections 8, 9, 10 and 12 of this Agreement.

(3) Seven Hundred Fifty and no/100 Dollars (\$750.00) per day for each day or part thereof that such failure continues as a result of a material failure to comply with the interconnection requirements set forth or referred to in Section 15 of this Agreement; and

(4) Two Hundred Fifty and no/100 Dollars (\$250.00) a day for each day or part thereof that such a failure continues, except as approved by the Cable Commission or the City Council, if required, a material failure to provide the services set forth or referred to in Section 7 of this Agreement.

28.6 Monetary Penalties, Fines And Other Monetary Sanction.

Pursuant to Section 4-280-570(A) and (B) of the Cable Ordinance, if the Grantee fails to comply with any provision of the Cable Ordinance or this Agreement, the Cable Commission may assess and impose monetary penalties, fines and other monetary sanctions for such failure in an amount not to exceed Seven Hundred Fifty and no/100 Dollars (\$750.00) per day per violation for each day or part thereof that such failure continues. If the Grantee fails to comply with any rule or regulation lawfully adopted by the Cable Commission pursuant to Section 4-280-460(A)(10) of the Cable Ordinance, the Cable Commission may assess and impose fines for such failure in an amount not to exceed Fifty and no/100 Dollars (\$50.00) per day per violation for each day or part thereof that such failure continues. All such monetary penalties, fines and other monetary sanctions shall be determined by the Cable Commission in accordance with the principles set forth below:

(1) Such monetary penalties, fines and other monetary sanctions shall exceed the financial benefits to the Grantee's delaying or failing to comply with the applicable requirement;

(2) Even where such benefits are not easily discernable, such monetary penalties, fines and other monetary sanctions shall be of an amount to have a significant deterrent effect on the Grantee; and

(3) Such monetary penalties, fines and other monetary sanctions shall be sufficient to protect the City and other affected parties against loss resulting from the Grantee's violations.

28.7 Act Or Omission Beyond The Grantee's Control.

The Grantee shall not be subject to the imposition of monetary penalties, fines, liquidated or substituted damages or other monetary sanctions referred to in Section 28 of this Agreement for any act or omission if such act or omission was beyond the Grantee's control. An act or omission shall not be deemed to be beyond the Grantee's control if committed, omitted or caused by an affiliate, or Contractor or Subcontractor of the Grantee involved in constructing, installing, maintaining or operating the Grantee's cable television system within the City of Chicago. Neither the inability of the Grantee to obtain financing for whatever reason nor the misfeasance or malfeasance of the Grantee's officers, directors, employees, agents, affiliates and Contractors and Subcontractors shall be deemed an act or omission beyond the Grantee's control.

28.8 Other Rights Of The City.

The right of the Cable Commission to impose upon the Grantee monetary penalties, fines, liquidated or substituted damages or other monetary sanctions pursuant to Sections 28.5 and 28.6 hereof shall be in addition to any other rights or remedies the Cable Commission or the City have pursuant to the Communications Act, F.C.C. rules and regulations, the Cable Ordinance, this Agreement or other applicable laws.

28.9 No Waiver Of Rights.

The decision by the Cable Commission to forego the imposition upon the Grantee of monetary penalties, fines, liquidated or substituted damages or other monetary sanctions in a particular instance shall in no way act to waive the Cable Commission's or the City's rights under this Section 28 for subsequent violations of the Cable Ordinance or this Agreement.

Section 29.

Miscellaneous Provisions.

29.1 Governing Law.

This Agreement shall be construed pursuant to the laws of the State of Illinois unless otherwise preempted by federal law.

29.2 Descriptive Headings.

Section headings are descriptive and used merely for the purpose of organization and where inconsistent with the text are to be disregarded.

29.3 Employees And Agents.

The Grantee shall be solely and completely responsible for the actions of its employees and agents in the course of their employment.

29.4 Rights Reserved To The City.

The Grantee hereby acknowledges and accepts the rights reserved to the City in Section 4-280-520 of the Cable Ordinance and hereby waives the Grantee's rights, if any, to attempt to modify any provisions of this Agreement without the prior written approval of the City or appropriate action of the City Council, if such City Council action is required.

29.5 Compliance With The Cable Ethics Ordinance.

The Grantee pledges that it has made no promise or inducement, oral or written, to any City employee, City representative or City advisor as defined in Section 4-284-020 of the Cable Ethics Ordinance regarding the receipt or award of the franchise granted hereunder.

29.6 No Inducement.

The Grantee acknowledges that it has not been induced to accept this franchise by any promise, verbal or written, made by or on behalf of the City or by any third person regarding any term or condition set forth in the Cable Ordinance or this Agreement.

29.7 No F.C.C. Waivers Without Notice To The City.

The Grantee shall not apply for any waivers, exceptions or declaratory rulings from the F.C.C. or any other federal or state regulatory agency regarding the Grantee's cable television system without prior written notice to the City.

29.8 No Excuse From Compliance.

The Grantee shall not be excused from compliance with any of the terms or conditions of the Communications Act, F.C.C. rules and regulations, the

Cable Ethics Ordinance, the Cable Ordinance or this Agreement by failure of the City upon one or more occasions to insist upon such compliance by the Grantee or to seek compliance by the Grantee with any term or condition of the Ethics Ordinance, the Communications Act, F.C.C. rules and regulations, the Cable Ordinance or this Agreement.

29.9 Transfer Of Franchise.

(1) During the term of this Agreement, the Grantee agrees that the Grantee shall conform in all respects to Section 4-280-200 of the Cable Ordinance, which provision of the Cable Ordinance expressly requires, among other provisions, the prior approval of the Chicago City Council before the franchise granted under this Agreement may be assigned, transferred, sold or disposed of, in whole or in part, by voluntary sale, sale and leaseback, merger, consolidation or otherwise by force or involuntary sale.

(2) The Grantee agrees that no stockholder in the Grantee shall assign, transfer, sell, hypothecate or otherwise alienate any shares of stock in the Grantee held at the Date of Acceptance for thirty-six (36) months from the Date of Acceptance without first giving notice to the Chicago City Council of any such assignment, transfer, sale, hypothecation or other alienation. Additionally, during the term of this Agreement, the Grantee agrees to take affirmative action to maintain the level of minority ownership of shares of stock in the Grantee at a minimum of fifteen percent (15%).

29.10 Cable Commission Action.

In any action by the Cable Commission mandated or permitted under the Cable Ordinance or this Agreement, the Cable Commission shall act in a reasonable, expeditious and timely manner. Additionally, in any instance where Cable Commission approval or consent is required under the Cable Ordinance or this Agreement, the Cable Commission shall not unreasonably withhold its approval or consent.

29.11 Force Majeure.

The Grantee shall not be deemed in violation of this Agreement or the Cable Ordinance for delay in performance or failure to perform in whole or part its obligations under the Cable Ordinance or this Agreement due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond the Grantee's control pursuant to Section 4-280-110(E) of the Cable Ordinance and Section 28.7 of this Agreement. Any such delay or failure to perform shall not be deemed to be a violation of the Cable

Ordinance or this Agreement. In the event that a delay in performance or failure to perform affects only part of the Grantee's ability to perform such obligations under the Cable Ordinance or this Agreement, the Grantee shall perform such obligations to the extent the Grantee is able to do so in as expeditious a manner as possible. The Grantee shall promptly notify the Cable Commission in writing of an event covered by this Section 29.11, which writing shall include, at a minimum, the date, nature and cause of such event. Additionally, the Grantee, in such notice, shall indicate the anticipated extent of such delay and the specific obligations pursuant to the Cable Ordinance or this Agreement to be affected.

29.12 Severability.

Except as otherwise provided in Section 4.2 of this Agreement, if any provision of this Agreement or any portion of any provision of this Agreement is deemed invalid under any applicable ordinance or federal or state law, such provision shall be, to the extent invalid, deemed omitted and all remaining provisions of this Agreement shall remain in full force and effect.

29.13 Notices.

All notices and filings required by the Cable Ordinance, this Agreement or any other applicable law or regulation shall be, except as otherwise provided in this Agreement, or other applicable law or regulation:

If To The City:

The Cable Administrator
Office of Cable Communications
Suite 900
510 North Peshtigo Court
Chicago, Illinois 60611

If To The Grantee:

Glenn W. Milligan
President and Chief Executive
Officer
21st Century Cable TV, Inc.
455 North City Front Plaza
Chicago, Illinois 60611

and

Edward T. Joyce, Esq.
Edward T. Joyce and Associates
Suite 1600
11 South LaSalle Street
Chicago, Illinois 60603

3/26/96

UNFINISHED BUSINESS

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and shall be by United States Mail, with all necessary postage prepaid, except as otherwise provided by this Agreement, the Cable Ordinance or any other law or regulation.

In Witness Whereof, The parties have caused this Agreement to be executed by their respective, duly authorized agents or officers, as of the day and year set forth below.

City of Chicago,

Date

Richard M. Daley, Mayor

21st Century Cable TV, Inc.

Date

By: _____

Its: _____

Approved As To Form And
Legality:

Corporation Counsel of the
City of Chicago

Date: _____

(Sub)Exhibits "A", "B", "C", "D", "E-1", "E-2", "E-3", "F", "G", "H", "I", "J",
"K" and "L" referred to in this Franchise Agreement read as follows:

(Sub)Exhibit "A".
(To Franchise Agreement)

Form Of Acceptance.

In accepting the franchise for Franchise Area 1 within the City of Chicago, pursuant to Sections 4-280-470(A), (B), (C), 4-280-500(A) and 4-280-550(A) of the Cable Ordinance, the Grantee hereby:

a) agrees to accept the validity of the terms and conditions of the Chicago Cable Communications Ordinance, Chapter 4-280 of the Municipal Code and the Agreement in their respective entireties relying upon the Grantee's own investigation and understanding of the power and authority of the City of Chicago to grant said franchise. The Grantee further agrees that it shall not, at any time, proceed against the City in any claim or proceeding challenging any term or provision of the Chicago Cable Communications Ordinance or Agreement as unreasonable, arbitrary or void, or allege that the City did not have the authority to impose such term or condition;

b) expressly acknowledges that the Grantee has not been induced to accept the Agreement by any promise, verbal or written, on behalf of the City or by any third person regarding any term or condition of the Chicago Cable Communications Ordinance or the Agreement not expressed therein;

c) further acknowledges that the Grantee has carefully read the terms and conditions of the Chicago Cable Communications Ordinance and the Agreement and accepts without reservation the obligations imposed by the terms and conditions therein; and

d) pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding receipt of this franchise.

The Undersigned Hereby Certifies:

That he/she has been duly authorized pursuant [to expressly identify the corporate action permitting such action] to make this acceptance of the franchise for Franchise Area 1 within the City of Chicago.

3/26/96

UNFINISHED BUSINESS

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The Grantee

21st Century Cable TV, Inc.

Signature of Affiant

Name of Affiant

Title of Affiant

Date

Sworn to and subscribed before me
this _____ day of _____, 1996.

Notary

Date Commission Expires

(Sub)Exhibit "B".
(To Franchise Agreement)

Description Of Franchise Area 1.

Beginning at the intersection of Lake Michigan and the north City Limits; thence west and south along the City Limits to the intersection of Kedzie Avenue and Devon Avenue (City Limits); thence west on Devon Avenue (City Limits) to the North Shore Channel; thence south on the North Shore Channel to Bryn Mawr Avenue; thence east on Bryn Mawr Avenue to Western Avenue; thence north on Western Avenue to Peterson Avenue; thence east on Peterson Avenue to Ravenswood Avenue; thence south on Ravenswood Avenue to Wellington Avenue; thence west on Wellington

Avenue to the C. & N.W. RY.; thence south on the C. & N.W. RY. to Diversey Avenue; thence west on Diversey Avenue to the north branch of the Chicago River; thence south on the north branch of the Chicago River and the south branch of the Chicago River to 18th Street; thence east on 18th Street to Clark Street; thence south on Clark Street to Cermak Road; thence east on Cermak Road to Federal Street; thence south on Federal Street and Federal Street extended across the Adlai E. Stevenson Expressway and continuing south on Federal Street to 26th Street; thence west on 26th Street to the C.R.I. & P. RR.; thence south on the C.R.I. & P. RR. to 35th Street; thence east on 35th Street to Federal Street; thence south on Federal Street to Pershing Road; thence west on Pershing Road to the C.R.I. & P. RR.; thence south on the C.R.I. & P. RR. to 51st Street; thence east on 51st Street to Cottage Grove Avenue; thence north on Cottage Grove Avenue to 43rd Street; thence east on 43rd Street and 43rd Street as extended to Lake Michigan; and thence north along Lake Michigan to the place of beginning.

(Sub)Exhibit "C".
(To Franchise Agreement)

Subscriber Services.

In addition to other services the Grantee may offer on its cable television network, the Grantee shall provide on its lowest-priced tier of service and to all subscribers: two (2) local government access channels; all channels dedicated to the Chicago Access Corporation; all television broadcast signals required to be carried by F.C.C. regulations; at least one (1) leased access channel; and three (3) local origination channels, not more than two (2) of which may be alphanumeric.

The Grantee shall, in addition, offer the following broad categories of programming services which are available and meet the needs of the subscribers: children's programming, family programming, cultural programming, educational programming, consumer programming, ethnic programming, entertainment programming, music programming, sports programming, news and public affairs programming, business programming, religious programming and special interest programming.

(Sub)Exhibit "D".
(To Franchise Agreement)

User Discounts.

At such time as the Grantee may choose to activate an institutional network system ("I.N.S."), a discount for government and not-for-profit institutions shall be established subject to applicable regulatory approvals.

(Sub)Exhibit "E-1".
(To Franchise Agreement)

Construction Schedule Forms.

[To Be Filed Per Section 11 Of The Agreement]

- I. Construction Schedule -- Quarterly.
- II. Construction Schedule -- Major Installations.
- III. Construction by Year -- Subscriber Network System.
- IV. Monthly Construction Summary Report and Map.

The Grantee: 21st Century Cable TV, Inc.

Franchise Area 1.

- I. Construction Schedule -- Quarterly
Quarter commencing _____ to _____, 199__

A. Subscriber Network System

1. Number of fiber optic node sections
to be constructed _____
2. Number of fiber optic node sections
to be activated _____

Summary.

Approximate Aerial Miles to be Constructed	_____
Approximate Underground Miles to be Constructed	_____
Approximate Total Miles to be Constructed	_____
Approximate Total Miles to be Activated	_____
Approximate Occupied Dwelling Units Passed	_____
Percentage (%) of Franchise Area 1 O.D.U.s Passed	_____

II. Construction Schedule -- Major Installations.

	Location (address)	Scheduled Date For Completion Of Construction
a. Headend	_____	_____
b. Hubs -- Fiber Optic Repeaters	_____	_____
	_____	_____
	_____	_____

3/26/96

UNFINISHED BUSINESS

19809

	Location (address)	Scheduled Date For Completion Of Construction
c. TVROs	_____	_____
	_____	_____
	_____	_____
d. Satellite Uplink	_____	_____
e. Microwave Reception Facilities	_____	_____
f. Off-air Reception Antennae	_____	_____
g. Local Origination Studios	_____	_____
h. Other Facilities (Specify primary function)	_____	_____
	Function	_____
	_____	_____
	Function	_____
	_____	_____
	Function	_____

III. Construction by Year -- Subscriber Network System.

Monthly Rate of Construction in Miles Per Month (from Grantee's Application):

	Year 1	Year 2	Year 3	Year 4
Aerial	_____	_____	_____	_____
Underground	_____	_____	_____	_____
Total	_____	_____	_____	_____

Category Construction

	Year 1	Year 2	Year 3	Year 4
a. Aerial Plant Miles	_____	_____	_____	_____
b. Underground Plant Miles (Conduit)	_____	_____	_____	_____
c. Underground Plant Miles (Buried)	_____	_____	_____	_____
d. Total Plant Miles (for year specified)	_____	_____	_____	_____
e. Cumulative Plant Miles (commencement of construction to date)	_____	_____	_____	_____

Category Construction

	Year 1	Year 2	Year 3	Year 4
f. Cumulative Percentage Completed (commencement of construction to date)	_____	_____	_____	_____
g. O.D.U.s passed (for year speci- fied)	_____	_____	_____	_____
h. Percentage of O.D.U.s passed (for year speci- fied)	_____	_____	_____	_____
i. Cumulative Percentage of O.D.U.s passed (commencement of construction to date)	_____	_____	_____	_____

IV. Monthly Construction Summary Report and Map

For month ending _____, 199__.
month/date

A. Subscriber Network System.

1. Fiber Optic Node Sections Constructed:
(number and boundaries).
2. Fiber Optic Node Sections Activated:
(number and boundaries).

B. Subscriber System Map.

The Grantee's monthly construction summary map shall indicate areas where the Grantee has completed the following:

1. Make-ready.
2. Strand.
3. Cabling.
4. Rough Balancing.
5. Activation.

C. Summary Data.

	Month	Cumulative
Aerial Miles Constructed	_____	Miles Constructed _____ (number)
Underground Miles Constructed	_____	_____ (% of total)
Total Miles Constructed	_____	Miles Activated _____ (number)
Total Miles Activated	_____	_____ (\$ of total)
O.D.U.s Passed	_____	O.D.U.s Passed _____ (number)
Percentage of O.D.U.s Passed	_____	_____ (% of total)

(Sub)Exhibit "E-2".
(To Franchise Agreement)

Construction Schedule And Map.

[To come in accordance with Section 11.2 of the Agreement --
ninety (90) days from Date of Acceptance]

(Sub)Exhibit "E-3".
(To Franchise Agreement)

Construction Timetable

Franchise Area 1.

1. Preconstruction Period

The Grantee shall commence construction of its cable television headend facilities within three (3) months following the Acceptance Date; and shall commence construction and installation of its strand, and fiber and/or coaxial cable distribution plant within six (6) months following the Acceptance Date.

2. Projected Occupied Dwellings And Miles

The following projections are an integral part of the Grantee's construction timetable consistent with the graphic representation of that timetable depicted in this (sub)exhibit.

Year of Constrction	Occupied Dwelling Units Passed	Distribution Plant Mileage	Average Monthly Construction Rate
1	64,283	81.12 miles	6.76 miles
2	87,309	113.93 miles	9.494 miles

Year of Constrection	Occupied Dwelling Units Passed	Distribution Plant Mileage	Average Monthly Construction Rate
3	90,110	117.41 miles	9.784 miles
4	29,747	45.74 miles	3.812 miles
TOTALS:	271,449	358.20 miles	7.462 miles

[Map attached to this Construction Timetable
printed on page 19815 of this Journal]

(Sub)Exhibit "F".
(To Franchise Agreement)

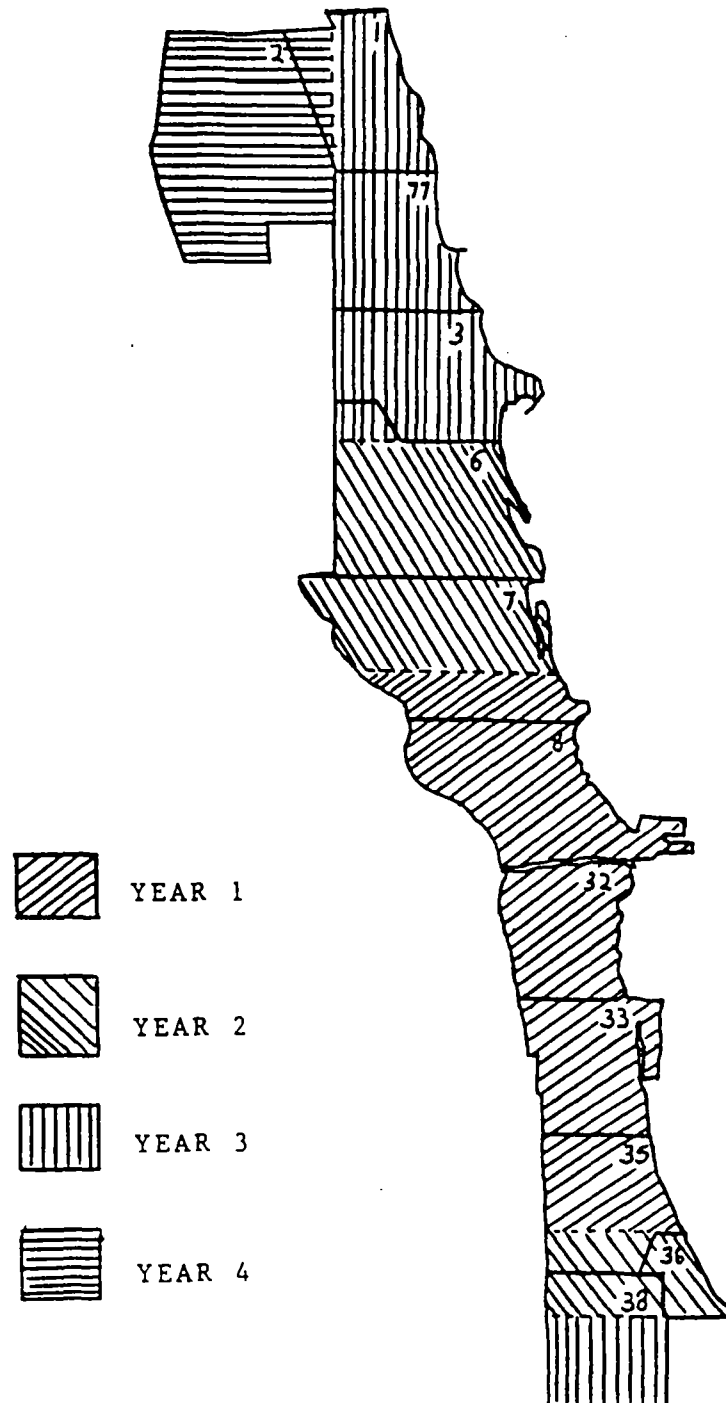
Standard Channel Allocation.

Cable Channel	Service
19	C.A.C.
21	C.A.C.
23	M.U.T.V.
25	Local Origination
27	C.A.C.
36	C.A.C.
42	C.A.C.
49	M.U.T.V.

(Continued on page 19816)

Construction Timetable Map.
(To (Sub)Exhibit "E-3")

Area 1.



(Continued from page 19814)

Cable Channel	Service
51	C.A.C.
53	Leased Access
70	C.A.C.
71	C.A.C.
72	C.A.C.
73	C.A.C.
74	C.A.C.
75 (partial)	C.A.C.

(Sub)Exhibit "G".
(To Franchise Agreement)

October 24, 1994

Ms. Joyce Gallagher
Cable Administrator
Office of Cable Communications
9th Floor
510 North Peshtigo Court
Chicago, Illinois 60611

Hand Delivered

RE: Local Origination Proposal.

Dear Ms. Gallagher:

21st Century Cable TV, Inc. ("21st Century") is submitting, as part of its application for an Area 1 cable television franchise, the following proposal for support of Local Origination in Chicago.

As a new cable franchisee, 21st Century's presence in the marketplace will give Local Origination an incremental increase in funding and other tangible benefits which will further the City's goal of "maximizing new opportunities for access to information, and increased communication among and within Chicago's diverse neighborhoods, and other social and economic benefits throughout the City". This goal complements well the City's overall desire that cable television serve "as a means to improve communications between and among the citizens and public institutions of the City and as a vehicle for the participation of all segments of the City, including minorities, in the economic opportunities created thereby".

Additionally, 21st Century embraces the Chicago Cable Commission's Resolution Number 454 which states, "that Local Origination supplement the other locally produced programming (public, government, and commercial/leased access) and increase the public's choice of programming and foster community pride and cultural diversity and be directed or geared to the City of Chicago and its residents and be produced by City residents or business entities located in the City of Chicago and designed specifically for City residents and relates to local (Chicago) subjects and/or interests".

I. Mission Statement.

21st Century's interpretation of the mission of Local Origination in Chicago is both compatible and parallel with the aforementioned goals set forth by the City of Chicago and Chicago Cable Commission.

It is 21st Century's belief that the 24-hour non-alphanuemic Local Origination channel on its system be reserved exclusively for programming produced by Chicago producers and businesses. This channel should function as an "incubator" in which aspiring local producers can hone and develop their skills and talents, as well as exchange ideas and viewpoints. The Local Origination program should give Chicago residents, including minorities and women, access to modern studio facilities and related production and editing equipment which might not otherwise be available.

It is absolutely imperative that Local Origination programming mirror the broad interests and cultural diversity of Chicago's ethnic neighborhoods, which greatly contribute to its stature as a world class city.

In concert with publicly conceived, ethnically sensitive and professionally administered policies and procedures, Local Origination should create improved communication, substantial economic benefits and myriad career opportunities for all Chicagoans.

II. Capital Funding.

21st Century's capital funding proposal for Local Origination is both straightforward and equitable.

Of the total 1,019,380 households in the City's five cable franchise areas, Cable Area 1 contains 271,449 homes. 21st Century's funding is based upon the pro rata share those Area 1 homes comprise of all Chicago households divided by two. This halving reflects the fact that 21st Century will not enjoy a monopoly and must share its potential customer universe with an established, preexisting Area 1 franchisee. This number is then multiplied by the total Local Origination financial commitment made jointly by the two current franchisees.

The 21st Century Local Origination funding formula is as follows:

$$\begin{aligned} &271,449 \text{ Area 1 homes} / 1,019,380 \text{ total homes} \times 2 \text{ Area 1} \\ &\text{franchise holders} \times \$6 \text{ Million original joint L.O. commitment} \\ &= \$798,865.00. \end{aligned}$$

21st Century will remit the \$798,865.00 in funding for Local Origination directly to the City of Chicago in fifteen equal annual payments of \$53,258.00. 21st Century requests that the City insure that these monies represent a full incremental increase over the current funding level.

Further, 21st Century requests that the Cable Administrator and Chicago Cable Commission be given sole authority to identify the specific uses (i.e., cameras, editing equipment, et cetera) for this new funding in order to generate the maximum benefit for the Local Origination program, its participating local producers and ethnic neighborhoods.

III. Local Origination Workshops.

In addition to the aforementioned capital funding for Local Origination, 21st Century shall organize and fund 60 top-quality production workshops designed to develop and expand the talents and skills of local Chicago producers. Topics such as lighting, camera operation, set design, script writing, casting, editing and other creative aspects of production will be addressed.

Conducted on a quarterly basis by locally and nationally recognized career professionals, these 21st Century Local Origination workshops will be open to all interested local producers at no charge. In addition to the above referenced topics, these seasoned industry veterans will share a wealth of motivating and insightful personal experiences.

21st Century shall insure that individuals recruited to conduct its Local Origination seminars shall also equitably represent Chicago's ethnic communities. Commitments to conduct 4 workshops each have already been obtained by 21st Century from a nationally acclaimed African-American male film director and an Emmy and Peabody Award-winning female communications and production company president. Similar commitments from highly qualified Hispanic and Asian professionals will be announced in the near future by 21st Century.

IV. Local Origination Program Administration.

In light of the preexisting Local Origination joint venture agreement between the two current franchisees which provides for specified periods of reciprocal administrative responsibility through at least 1997, 21st Century hereby commits to its full pro rata administrative responsibility of the Local Origination program in a timeframe and scope to be determined by and acceptable to the City.

Please feel free to contact me if further clarification or additional information is desired.

Respectfully,

(Signed) Glenn W. Milligan
President and Chief
Executive Officer

Receipt Of Document Acknowledged:

(Signed) Joyce Gallagher
Cable Administrator,
Office of Cable Communications
City of Chicago

October 24, 1994
Date

(Sub)Exhibit "H".
(To Franchise Agreement)

March 1, 1994

Ms. Joyce Gallagher
Cable Administrator
City of Chicago
Office of Cable Communications
9th Floor
510 North Peshtigo Court
Chicago, Illinois 60611

Hand Delivered

Re: Chicago Access Corporation (C.A.C.) Funding And Channel Capacity.

Dear Ms. Gallagher:

Throughout the past months and, in particular, during December, 1993 and January, 1994, 21st Century Cable TV, Inc. ("21st Century") participated in a dialogue with the Chicago Access Corporation's ("C.A.C.") executive director and attorney relating to the initial payment, the payments based on gross revenues and capital payments which 21st Century would make to C.A.C..

Specifically, 21st Century proposed to make an initial payment of \$125,000 within six months of the grant of a franchise and an additional \$100,000 within twelve months of said grant. We believe our initial payment would therefore be regarded as \$225,000. In addition, we committed to contribute 1% of our gross revenue to C.A.C. on an annual basis which payments in the aggregate we projected would total \$6,850,972 during the franchise period. After our first year of operation and in each of

the next four successive years (i.e., through year five), we proposed to pay C.A.C. \$100,000 per year to be used for capital improvements. Thereafter and throughout the term of our franchise, we proposed to pay C.A.C. \$50,000 per year to be used for capital improvements. This commitment in the aggregate, we believe, far exceeds what should reasonably be expected from 21st Century considering that the initial capital costs of establishing C.A.C.'s facilities were already paid for by the two companies who have enjoyed a monopoly over the last ten years.

At the conclusion of our discussions, we were informed by C.A.C.'s counsel that C.A.C. did not wish to negotiate with us regarding the amount of our initial payment and the amounts of our annual payments that were not based on gross revenue. Instead, C.A.C. said we should negotiate those amounts with the City Council.

21st Century has been on record since the filing of our Cable Franchise Application that we would negotiate all contributions to C.A.C. with the City Council or its designee.

Since these discussions with representatives of the C.A.C. were cordial and, we thought, mutually beneficial, 21st Century was shocked by the harsh, politically-charged rhetoric contained in the unsigned comments which C.A.C. filed with your office this February. C.A.C. did not have the courtesy to send us a copy of their comments even though this document, both in form and substance, deviates substantially from the agreement we believed that we in good faith reached with C.A.C..

21st Century is providing you with this information so that you will understand why we did not give you a formal proposal with respect to funding C.A.C.. Since our funding apparently is still an issue with C.A.C. and possibly you, please consider this letter as a supplement to our Franchise Application. With respect to funding C.A.C., 21st Century makes the following proposal:

A. Funding.

1. Initial Payment -- 21st Century proposes to pay C.A.C. \$225,000 within the first twelve months after issuance of its franchise.
2. Percentage of Annual Gross Cable Revenues -- 21st Century has since its November 5, 1992 Cable Franchise Application stated that it would pay 1% of its annual gross cable revenues to C.A.C.. That position will shortly be memorialized in a contract between C.A.C. and 21st Century.

3. Contributions of Funds for Studios, Equipment and Technical Assistance -- 21st Century has proposed to pay C.A.C. \$100,000 during years two through five after the grant of a franchise and \$50,000 per year thereafter for this purpose.

B. Channel Capacity.

In its November 5, 1992 Cable Franchise Application (Page IX-1) and in its September 5, 1993 Preliminary Report Analysis and Response (Page IX), 21st Century committed to make 10% of its channel capacity or 11.6 channels available to C.A.C.. 21st Century assumed that since C.A.C. would not be able to use all 11.6 channels because it would not be offering more programming to 21st Century customers than to Chicago Cable or Prime Cable of Chicago customers that 21st Century could utilize the unused capacity with C.A.C. permission.

We are writing to make it as clear as possible that 21st Century without reservation has dedicated 11.6 channels on its subscriber network system, free of charge, for the exclusive use and control of C.A.C..

With the exception of Section A, Paragraph 2 (Percentage of Gross Cable Revenues) herein, the funding to support 21st Century's C.A.C. proposal is contained in the \$3,400,000 line item (Miscellaneous Franchise Obligations) of Section IV -- Financial, Pages IV-10 and IV-24a, submitted in our January 24, 1994 Supplemental Information.

21st Century hopes that this letter makes our position with respect to funding C.A.C. and the use and control of 11.6 channels by C.A.C. perfectly clear. If you have any further questions, please contact us immediately. We request that you send a copy of this letter to C.A.C. so that if it has any further questions, it may also contact us directly.

Respectfully,

(Signed) Glenn W. Milligan
President and Chief
Executive Officer

Receipt Acknowledged And Certified:

(Signed) Joyce Gallagher
Cable Administrator,
City of Chicago
Office of Cable Communications
9th Floor
510 North Peshtigo Court
Chicago, Illinois 60611

March 1, 1994
Date

(Sub)Exhibit "I".
(To Franchise Agreement)

Municipal Utilization.

Subscriber Network System:

1. Channel Commitments: The Grantee shall provide, free of charge, two (2) local government access channels on its subscriber network system for the exclusive use and control of the City and other local government agencies designated by the City. Said channels shall be administered by the City.

2. Service Outlets: Pursuant and in addition to Section 4-280-260(C) of the Cable Ordinance, the Grantee shall provide, free of charge, one (1) bi-directional fiber optic service outlet for regular subscriber service to each of the institutions and such other buildings used for governmental purposes as may be designated by the City in areas which are passed by the Grantee's subscriber network system.

3. Access to the Grantee's Facilities: The Grantee shall permit the City and other local government agencies designated by the City to use its studio, facilities and equipment for municipal access programming. The Grantee shall also provide direct audio and video feed capability between the municipal access studios and facilities and its cable television system.

4. Staff: During the term of this Agreement, the Grantee shall provide, at a minimum, for one (1) full-time skilled employee to staff the municipal access studios and facilities, operate such studios and facilities, and create, produce and cablecast quality municipal access programming under the direction of the City. The Grantee employee shall be made available to the City within thirty (30) days following the effective date of this Agreement, and work during the hours and at the sites designated by the City and be competent, trained, and knowledgeable in all aspects of cable television production and programming.

5. Municipal Cable/Technical Assistance: The Grantee shall provide to the City two thousand (2,000) hours of engineering consultation services without charge during the fifteen (15) year term of the franchise. The two thousand (2,000) hours of consultation services shall be equally divided among the fifteen (15) years of the franchise; provided, however, that if the City does not fully utilize its total hours of such engineering consultation services in any one (1) year, any unused such services shall be carried forward to the next year.

6. Municipal Cable Access Maintenance Fund: Commencing on the Acceptance Date of the Agreement, the Grantee shall on request by the City on an annual basis provide Ten Thousand Dollars (\$10,000) to the City for the maintenance and operation of the municipal access studios, facilities and equipment.

(Sub)Exhibit "J".
(To Franchise Agreement)

Equal Employment Opportunity/Affirmative Action Plan.

The City and the Grantee recognize that in order to ensure the

participation of minorities¹ and women in the Grantee's work force that the Grantee must take affirmative action to maximize equal employment opportunities for minorities and women. To this end, the Grantee, pursuant to Section 23.2 of the Agreement, shall develop and file an Equal Employment Opportunity/Affirmative Action Plan (the "E.E.O./A.A. Plan") with the Cable Commission for approval within ninety (90) days after the Date of Acceptance. For purposes of this (Sub)Exhibit J and Section 23 of the Agreement, all general population and labor force statistics shall be derived from the latest U. S. Census Data.

I. E.E.O./A.A. Plan.

The Grantee's E.E.O./A.A. Plan shall contain:

A. A work force profile that indicates the number of individual positions by job title in each of the following job categories:

- 1) officials and managers/technical/professional;
- 2) sales;
- 3) office and clerical;
- 4) craftsmen;

¹ For purposes of this (Sub)Exhibit J, Section 4-280-530 the Cable Ordinance and Section 23 of the Agreement, the term "minorities" shall be defined to mean persons who are citizens or lawful permanent residents of the United States and who are:

- a) Black (a person having origins in any of the black racial groups of Africa);
- b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribbean Islands, regardless of race); or
- c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- d) American Indian and Alaska Native (a person having origins in any of the original peoples of North America).

- 5) operatives;
- 6) laborers; and
- 7) service workers.

This workforce profile shall also indicate the levels by grade or pay scale of the various positions within each job category.

B. Specific, numerical, affirmative action goals. Such goals shall be set by:

- 1) multiplying established percentages for each group in the appropriate job category by
- 2) the number of positions (whether filled or vacant) indicated in each job category and
- 3) subtracting the members of each group presently included in the Grantee's workforce in each job category.

C. A description of the Grantee's E.E.O./A.A. Plan that demonstrates the Grantee's commitment to maximizing the employment opportunities of minorities and women in its workforce. The Grantee's E.E.O./A.A. Plan shall be disseminated both internally and externally and appropriately reflected in the Grantee's:

- 1) employee and supervisory manuals;
- 2) training and employment materials;
- 3) employment notices which set forth the rights of an employee if he/she believes that he/she has been discriminated against;
- 4) job application forms in bold type; and
- 5) contracts with its contractors and subcontractors.

Also indicative of the Grantee's efforts to disseminate its policy shall be the featuring of minorities and women in advertisements, posters or other public relations materials.

D. A description of personnel practices and procedures that will be used by the Grantee to: 1) eliminate artificial barriers or other impediments to full utilization of minorities and females and 2) ensure that the Grantee's

policies, procedures or practices are both neutral and nondiscriminatory on their face and administered in a fair manner. This description shall provide an analysis of personnel practices and procedures and include, but not be limited to, a general description of the following:

- 1) the Grantee's selection process, including, but not limited to, job descriptions, job titles, employee requirements, application forms, interview procedures;
- 2) the Grantee's transfer, evaluation and promotion practices;
- 3) salaries, fringe benefits and other forms of compensation;
- 4) accessibility of the Grantee's facilities or equipment to handicapped persons; and
- 5) seniority practices.

E. The designation of a senior company official who shall have full responsibility for the development, implementation and monitoring of the Grantee's E.E.O./A.A. policies and programs. This official shall be given adequate personnel and financial resources to conduct the Grantee's E.E.O./A.A. policies and programs. The title of this official shall appear in all materials relating to the Grantee's E.E.O./A.A. Plan.

F. A description of the procedures to be used by the Grantee to inform all of its personnel that successful implementation of and compliance with the Grantee's E.E.O./A.A. policies and programs will be an essential element in performance evaluation and promotion.

G. A description of a systematic, affirmative action recruitment program to be used by the Grantee to attract minority and female applicants to the Grantee's workforce. Such description shall also identify applicant sources in the City's labor force. The Grantee may rely on personnel resource organizations to obtain data on current and potential applicant sources. Minority and women's organizations and colleges with a significant proportion of minority and female students may also provide such recruitment information. Techniques to recruit potential applicants may include:

- 1) placing job announcements/advertisements in newspapers;
- 2) on-site visits at minority and women's colleges;

- 3) contracting and sending job announcements to minority and women's professional organizations and civil rights, legal and community organizations;
- 4) attendance at special career programs at local high schools and colleges or participating in conventions or meetings sponsored by civil rights or public interest organizations; and
- 5) announcing employment opportunities on radio and TV on both minority and non-minority stations,

established and implemented by the Grantee to satisfy the employment requirements set forth herein and in Section 23 of the Agreement.

I. A description of the Grantee's internal audit and monitoring system that must be integrated with the Grantee's normal personnel, budgetary and management systems and used to conduct an analysis of each aspect of the Grantee's E.E.O./A.A. policies and programs and to measure the effectiveness of this program. This description shall include, but not be limited to:

- 1) A procedure for monitoring vacancies created by new hiring, expansion, promotion, attrition or termination to assess opportunities for meeting its Equal Employment Opportunity and Affirmative Action goals.
- 2) A procedure for assessing the usefulness of various recruitment sources and techniques.

II. Underutilization Analysis.

Subsequent to submission of its E.E.O./A.A. Plan, the Grantee shall be required to conduct, on an annual basis, a statistical analysis pursuant to guidelines established by the Cable Commission to determine whether minorities or women are underutilized in the Grantee's workforce in any job category. Generally, this analysis shall consist of a comparison of the projected annual, numerical affirmative action goals of the Grantee and the actual representation of minorities and females in the Grantee's workforce.

(Sub)Exhibit "K".
(To Franchise Agreement)

M.B.E. And W.B.E. Plans.

The City recognizes that (i) minority and women-owned businesses have historically been underutilized in the cable television industry; (ii) the minority and female populations comprise substantially more than half of the general population of the City; (iii) there are a significant number of qualified minority and women-owned businesses located within the City and (iv) by providing opportunities to such minority and women-owned businesses. The Grantee shall assist in increasing the participating of minority and women-owned businesses in the cable television industry. To this end, the Grantee, pursuant to Sections 24.2 and 24.3 of the Agreement, shall develop separate M.B.E.² and W.B.E.³ Plans.

I. M.B.E./W.B.E. Plans.

Both M.B.E. and W.B.E. Plans of the Grantee shall contain:

A. A description of the Grantee's internal M.B.E./W.B.E. policy that demonstrates the Grantee's commitment to maximizing the participation

² For purposes of this (Sub)Exhibit K, Section 4-280-530(E) of the Cable Ordinance and Sections 24.2 and 24.3 of the Agreement, M.B.E. ("Minority Business Enterprise") means a business (a) which is at least fifty-one percent (51%) owned by one or more minorities or, in the case of a publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more minorities; and (b) whose minority owners possess the power to direct or cause the direction of the management and policies of the business and to make day-to-day as well as major decisions regarding management, policy, and operations of the business.

³ For purposes of this (sub)exhibit and Section 24 of the Agreement, W.B.E. ("Women's Business Enterprise") means a business (a) which is at least fifty-one percent (51%) owned by one or more females or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more females; and (b) whose female owners possess the power to direct or cause the direction of the management and policies of the business and to make day-to-day as well as major decisions regarding management, policy and operations of the business.

of minority and women-owned businesses located in the City in the construction, installation, maintenance and operation of its cable television system. This policy shall be disseminated both internally and externally and be reflected in all of the Grantee's contracts. Indicative of the Grantee's efforts to disseminate this policy shall be:

- 1) timely notice of the Grantee's intent to award contracts to the minority and female business communities, M.B.E./W.B.E. assistance agencies and other M.B.E./W.B.E.-related organizations;
- 2) advertising in publications having significant circulation among minorities and/or females;
- 3) sponsoring conferences to advertise the Grantee's M.B.E./W.B.E. policies and to explain the procedures for M.B.E./W.B.E. participation;
- 4) maintaining systematic contacts with the minority and female business communities, M.B.E./W.B.E. assistance agencies, M.B.E./W.B.E. contractor associations and other minority and female organizations to encourage referrals of qualified M.B.E.s/W.B.E.s;
- 5) communicating the Grantee's M.B.E./W.B.E. policies to all existing contractors and subcontractors and requesting M.B.E./W.B.E. referrals for future considerations.

B. The designation of a senior company official who shall have full responsibility for the development, implementation and monitoring of the Grantee's M.B.E./W.B.E. programs. This official shall be given adequate personnel and financial resources to conduct such programs. The title of this official shall appear in all of the Grantee's materials relating to M.B.E.s/W.B.E.s.

C. A description of specific programs, including those programs set forth in Section XIV of the Grantee's Application, that will be established and implemented by the Grantee to meet its required M.B.E. and W.B.E. goals and to ensure the participation of M.B.E.s/W.B.E.s in the construction, installation, maintenance and operation of its cable television system.

D. A description of specialized programs that the Grantee may, at its option, establish and implement to meet its required M.B.E. and W.B.E. goals and to ensure the participation of M.B.E.s/W.B.E.s in the construction, installation, maintenance and operation of the Grantee's cable television system such as:

- 1) set-asides for M.B.E.s/W.B.E.s;
- 2) joint venture arrangements between M.B.E.s/W.B.E.s and other firms;
- 3) sole source contracts with capable, qualified M.B.E.s/W.B.E.s;
- 4) division of contracts to facilitate greater M.B.E./W.B.E. participation;
- 5) accelerated or pro-rated payment plans and pro-rated delivery schedules in order to minimize the cash flow problems of M.B.E.s/W.B.E.s;
- 6) purchasing supplies and/or leasing the required equipment for a job and then subcontracting with M.B.E.s/W.B.E.s only for the expertise required to perform the job; and
- 7) revolving loan funds.

Also indicative of the Grantee's efforts to meet its M.B.E./W.B.E. goals shall be: a) the deposit of funds in minority or women-owned banks; b) bonding, management and technical assistance; c) the dissemination of informational materials; d) the sponsoring of seminars and workshops; and e) advising M.B.E.s/W.B.E.s on organizational and contractual requirements, bid specifications, contracting schedules and procurement procedures.

E. A description of the categories and dollar values of all contracts to be awarded by the Grantee.

F. A description of the categories and dollar values of all contracts that should be excluded from the total dollar value of contracts to be awarded by the Grantee because participation of M.B.E.s/W.B.E.s would not be practically possible such as factory direct purchases, purchases of satellite-delivered services and purchases of materials or equipment from a sole source of supply. These exclusions must be justified by the Grantee in this description and are subject to Cable Commission approval.

G. A description of the Grantee's internal audit and monitoring system that must be integrated with the Grantee's normal personnel, budgetary and management systems and used for purposes of measuring the effectiveness of the Grantee's M.B.E./W.B.E. programs. Said description shall:

- 1) set forth specifically the steps the Grantee will take to identify and award contracts to M.B.E.s and W.B.E.s;

- 2) detail the methods the Grantee will use for monitoring its M.B.E./W.B.E. programs;
- 3) be consistent with the M.B.E./W.B.E.⁴ counting methods set forth below:
 - a) The total dollar value of the contract awarded to the M.B.E./W.B.E. is counted toward the applicable M.B.E./W.B.E. goals.
 - b) The total dollar value of a contract with an M.B.E./W.B.E.-owned and controlled by both minority males and non-minority females is counted towards M.B.E. or W.B.E. goals, respectively, in proportion to the percentage of ownership and control of each group in the business.
 - c) The total dollar value of a contract with an M.B.E.-owned and controlled by minority women is counted towards either the applicable M.B.E. goal or the W.B.E. goal, but not towards both. The Grantee may choose the goal to which the contract value is applied.
 - d) The portion of the total dollar value of a contract with an eligible joint venture that is equal to the percentage of ownership and control of the M.B.E./W.B.E. partner in the joint venture may be counted towards the applicable M.B.E./W.B.E. goals.
 - e) Only expenditures to M.B.E.s/W.B.E.s that perform a "commercially useful function" in the performance of a contract may be counted towards the applicable M.B.E./W.B.E. goals. An M.B.E./W.B.E. is considered to perform a "commercially useful function" if it is responsible for the execution of a distinct element in the performance of a contract and carries out its responsibilities by actively performing, managing and supervising the job.
 - f) The portion of the total dollar value of a sub-contract performed by an M.B.E./W.B.E. is counted towards the applicable M.B.E./W.B.E. goals.

⁴ M.B.E.s/W.B.E.s must be certified in accordance with standards established by the City.

- g) Materials and supplies obtained from M.B.E./W.B.E. suppliers and manufacturers may be counted towards the applicable M.B.E./W.B.E. goals, provided that the M.B.E./W.B.E. assumes the actual and contractual responsibility for the provision of materials or supplies. In cases where the M.B.E./W.B.E. exercises the exclusive role of a distributor, broker or agent for the obtaining of materials or supplies, then only the commission, markup or fee earned by the M.B.E./W.B.E. may be counted towards the applicable M.B.E./W.B.E. goals.

(Sub) Exhibit "L".
(To Franchise Agreement)

Plan Of Interconnection.

[To Come -- per Section 15.3 -- due 90 days
after Acceptance Date]

AMENDMENT OF TITLE 17, VARIOUS SECTIONS OF MUNICIPAL
CODE OF CHICAGO (CHICAGO ZONING ORDINANCE)
BY ESTABLISHMENT OF MICHIGAN AVENUE
COMMERCIAL CORRIDOR AND CERTAIN
SIGNAGE REGULATIONS PERTAINING
THERE TO.

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 Proceedings of March 6, 1996, pages 18360 through 18364, recommending that the City Council pass a proposed ordinance to amend Title 17, various sections of the Municipal Code of Chicago (the Chicago Zoning Ordinance) which establishes the Michigan Avenue Commercial Corridor and certain signage regulations pertaining thereto.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

Alderman Allen 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 as defined by Section 6 of Article VII 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 proliferation of signs and billboards in the City of Chicago has greatly increased visual clutter, detracting from the City's appearance and creating hazards to traffic; and

WHEREAS, Some areas of the City are particularly unsuitable for large numbers of signs or billboards for a variety of reasons; including aesthetic and safety concerns; and

WHEREAS, The area of Michigan Avenue between Roosevelt Road and Oak Street has become a distinctive destination for millions of shoppers and tourists from all over the world; and

WHEREAS, The City's interests in the aesthetics in that area are of particular importance because the area is the most visible area in the City, and because the area's unique character plays a vital role in defining the perception of the City for a significant portion of the City's millions of visitors; and

WHEREAS, As one of the world's most successful commercial districts, the vitality and attractiveness of the area is essential for the City's and the state's economies; and

WHEREAS, It is important that the City maintain better control over new and existing signs by establishing and enforcing standards for the presence of signs; now, therefore,

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

SECTION 1. Article 3.2 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is amended by adding in appropriate sequence the language in italics, as follows:

Sign, Banner. A "banner sign" is a temporary or permanent decorative sign bearing a design, emblem, motto or slogan.

Sign, Ground. A "ground sign" is any free standing sign which is supported by one or more uprights or braces.

SECTION 2. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by adding a new Section 5.16, as follows:

Michigan Avenue Commercial Corridor.

5.16

(a) The Michigan Avenue Commercial Corridor shall consist of all parcels adjacent to Michigan Avenue, between Oak Street on the north and Roosevelt Road on the south.

(b) The following restrictions apply to signs within the Michigan Avenue Commercial Corridor. These sign regulations are supplemental zoning requirements that apply in addition to existing zoning regulations. All existing zoning regulations shall apply except those which conflict with regulations imposed for the Michigan Avenue Commercial Corridor. In case of conflict between the Michigan Avenue Commercial Corridor regulations and existing, underlying zoning district regulations, the Michigan Avenue Commercial Corridor regulations shall govern:

(1) Area. The gross area in square feet of all signs shall not exceed two times the lineal feet of frontage of the zoning lot. For zoning lots fronting on more than one street, the maximum sign area shall be calculated separately for each street.

(2) Projection. All signs shall be affixed on building walls parallel to the lot line, and no sign shall project more than 12 inches across the property line into the public way.

(3) Height. No sign shall be placed above the building's roof parapet.

(4) The surface of any building, wall or fence shall not be used for a painted sign or mural.

(5) *Not more than one ground sign facing each street frontage is permitted and no ground sign shall exceed 15 feet in height.*

(6) *The gross area of any individual sign shall not exceed two times the building frontage.*

(7) *Show windows shall be used for regularly changed displays of merchandise sold in the building. No more than 15 percent of any single window may be used for signage of any kind.*

(8) *A banner shall be considered as a sign, and no banner may be placed perpendicular to the wall of a building on the Michigan Avenue frontage.*

(9) *Internally Illuminated Tubular Signage, such as neon signs, whether exterior or those interior signs visible from Michigan Avenue, shall be prohibited.*

(10) *No flashing, animated or moving sign shall be permitted on the exterior of any building or structure on the Michigan Avenue frontage.*

SECTION 3. Section 8.9 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the language in brackets and by adding the italicized language, as follows:

8.9 Signs -- Use And Bulk Regulations.

(5) (a) Notwithstanding anything to the contrary contained in any agreement, order or other authority, no sign, other than business signs permitted in section 8.9(6), shall be permitted within 500 feet of any major route. Major route shall mean: a) Lake Shore Drive, b) all expressways or toll roads so designated by the bureau of maps and plats, department of transportation of the city of Chicago, c) those portions of the comprehensive superhighway system of the city of Chicago, approved by the city council, d) *Michigan Avenue between Oak Street on the north and Roosevelt Road on the south*, e) any street so designated by amendment to this comprehensive amendment by the city council. The 500 feet shall be measured along a line perpendicular to the centerline of the lane of traffic closest to the sign (from which the sign face is intended to be viewed), including access or exit lanes.

(b) Signs, other than business signs, erected at a distance greater than 500 feet from such major routes [and visible therefrom as specified herein] shall be erected not less than 500 feet apart along the same side of a major route and shall not exceed in gross area in square feet more than two times the

distance of such advertising sign from the point of measurement specified, or 1/200 times the square of the distance of such sign from the same point of measurement, whichever is less.

SECTION 4. 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 report of the Committee on Zoning, deferred and published in the Journal of Proceedings of March 6, 1996, pages 18364 through 18424, 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, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 42.

Nays -- None.

Alderman Allen 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 Superior Street; a line 383 feet east of North Hoyne Avenue; the alley next south of and parallel to West Superior Street; and a line 191 feet east of North Hoyne Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 3-F.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District and M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 3-F in the area 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; and the westerly right-of-way line of the Chicago Transit Authority elevated structure,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications established in Section 1 above to the designation of a Residential/Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. The ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development referred to in this ordinance reads as follows:

Residential/Institutional Planned Development No. _____.

Plan Of Development Statements.

1. The area delineated herein as Residential/Institutional Planned Development consists of approximately 214,479.9 square feet (4.93 acres) and is owned or controlled by the Applicant, Melk Development/MCL Scott Sedgwick L.P.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees. Any dedication, vacation or closure of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, including any homeowner's association(s) formed to succeed the Applicant, the legal title holder or any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property or any homeowners association which may be formed to represent the owners with respect to zoning matters and any ground lessors. Nothing herein shall be construed to mean that any individual owner, or any ground lessors of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any

indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of fourteen (14) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Property Line; a Boundary and Right-of-Way Adjustment Map; a Subarea Boundary and Generalized Land-Use Map; an Existing Land-Use Map; a Site Plan, Landscape Plan and Building Elevations, dated February 8, 1996 prepared by Pappageorge/Haymes. Full size sets of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other zoning controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.
5. The following uses shall be permitted within the area delineated herein as "Residential/Institutional Planned Development":
 - (a) Subarea A: attached or detached single-family residential dwelling units, accessory parking and related uses;
 - (b) Subarea B: attached or detached single-family residential dwelling units, walk-up apartments, accessory parking and related uses;
 - (c) Subarea C: accessory parking, public transit facilities and related uses;
 - (d) Subarea D: accessory parking, public transit facilities and related uses;
 - (e) Subarea E: public libraries, accessory parking and related uses;
 - (f) Subarea F: public transit facilities, accessory parking to uses permitted in Subarea E and related uses.
6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the

review and approval of the Department of Planning and Development.

7. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation and of the Department of Planning and Development. Closure of all or part of any public streets or alleys shall be subject to the review and approval of the Chicago Department of Transportation. Parking beneath the elevated structure shall be subject to the review and approval of the Chicago Transit Authority.
8. Height restrictions of any building or any appurtenance thereto shall, in addition to the attached Building Elevations, be subject to:
 - a. height limitations as certified on form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning and Development, Department of Aviation, and Department of Law, and approved by the City Council.
9. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.
10. The improvements in Subareas A and B shall be designed, installed and maintained in substantial conformance with the Bulk Regulations and Data Table, the Site Plan, Landscape Plan and Building Elevations attached hereto. The landscaping in all subareas (including street trees in the adjacent right-of-way) shall be designed, installed and maintained in accordance with the parking lot landscaping and parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
11. Prior to the issuance by the Department of Planning and Development of a determination pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II Approval") for development of a public library within Subarea C, a site plan and building elevations for the proposed library shall be submitted to the Commissioner of the Department of Planning and Development (the "Commissioner") for approval. Review and approval of the site plan

and elevations by the Commissioner is intended to assure that the specific development proposal conforms with the following design parameters:

1. proposed landscaping shall comply with the provisions of the Chicago Landscape Ordinance and to the extent any yards are provided, such yards are well landscaped with a variety of plant materials exhibiting seasonal color;
 2. appropriate fencing shall be provided along the site perimeter. Along the public right-of-way the fencing shall be decorative and transparent in nature;
 3. the height of any proposed structure shall be compatible with the building height of other buildings within the Planned Development;
 4. all visible facades shall exhibit architectural interest through massing, architectural detail and fenestration;
 5. the principal entrance to the building shall face the public way;
 6. any curb-cuts shall be located to reduce traffic hazards;
 7. parking shall be provided in conformance with the R4 Residence District requirements for libraries; and
 8. the Chicago Public Library shall cooperate with the Chicago Transit Authority regarding any future rapid transit station structure which may be proposed for a portion of the site.
12. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
14. Unless substantial construction has commenced within ten (10) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to the R4 General Residence District classification.

[Bulk Regulations and Data Table; Existing Zoning Map; Planned Development Property Line, Boundary and Right-of-Way Adjustment Map; Subarea Boundary and Generalized Land-Use Plan; Existing Land-Use Map; Site Plan; Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 19844 through 19854 of this Journal.]

Residential/Institutional Planned Development No. _____
Bulk Regulations And Data Table.

	Site Area		Max. F.A.R.	Max. # Dwelling Units	Parking On Site	Max % Site Coverage
	Square Feet	Acre				
Sub-area A	122319.4	2.81	1.09	83	70	Per Site Plan
Sub-area B	31314.0	0.72	1.31	30	10	Per Site Plan
Sub-area C	30011.5	0.69	0.40	0	40	40%*
Sub-area D	3894.0	0.09	0	0	4	0
Sub-area E	23000.0	0.53	0.60	0	7	See Smt. #11
Sub-area F	3841.0	0.09	0.40	0	9	40%*
Total	214479.9	4.93	1.06	113	140	

	Square Feet	Acres
Development Site Area:	176633.4	4.06
Public R.O.W. to be Vacated	3,894.0	0.09
CTA R.O.W.	33,952.5	0.78
Net Site Area	214,419.9	4.93
Public Rights of Way:	44,565.3	1.02
Gross Site Area:	259,045.2	5.95

* for transit facilities only

Maximum Building Floor Area Ratio or Total Net Site Area 1.06

Minimum Number of Off Street Parking Spaces 140 **

** (If approval from the CTA to park beneath the elevated structure is revoked, then substitute parking within 300 feet from an entrance to this planned development shall be provided)

Minimum Number of Off Street Loading Spaces (Parcel E) 1

Maximum Percent of Site Coverage:	Per Site Plan
Minimum Required Building Setbacks	Per Site Plan
Maximum Building Height:	Per Building Elevations

Applicant: Melk Development/MCL Scott Sedgwick L.P.
Address: 212-310 West Scott Street
213-311 West Goethe Street
247-311 West Scott Street
304-320 West Division Street

Date Revised: February 8, 1996

 NORTH

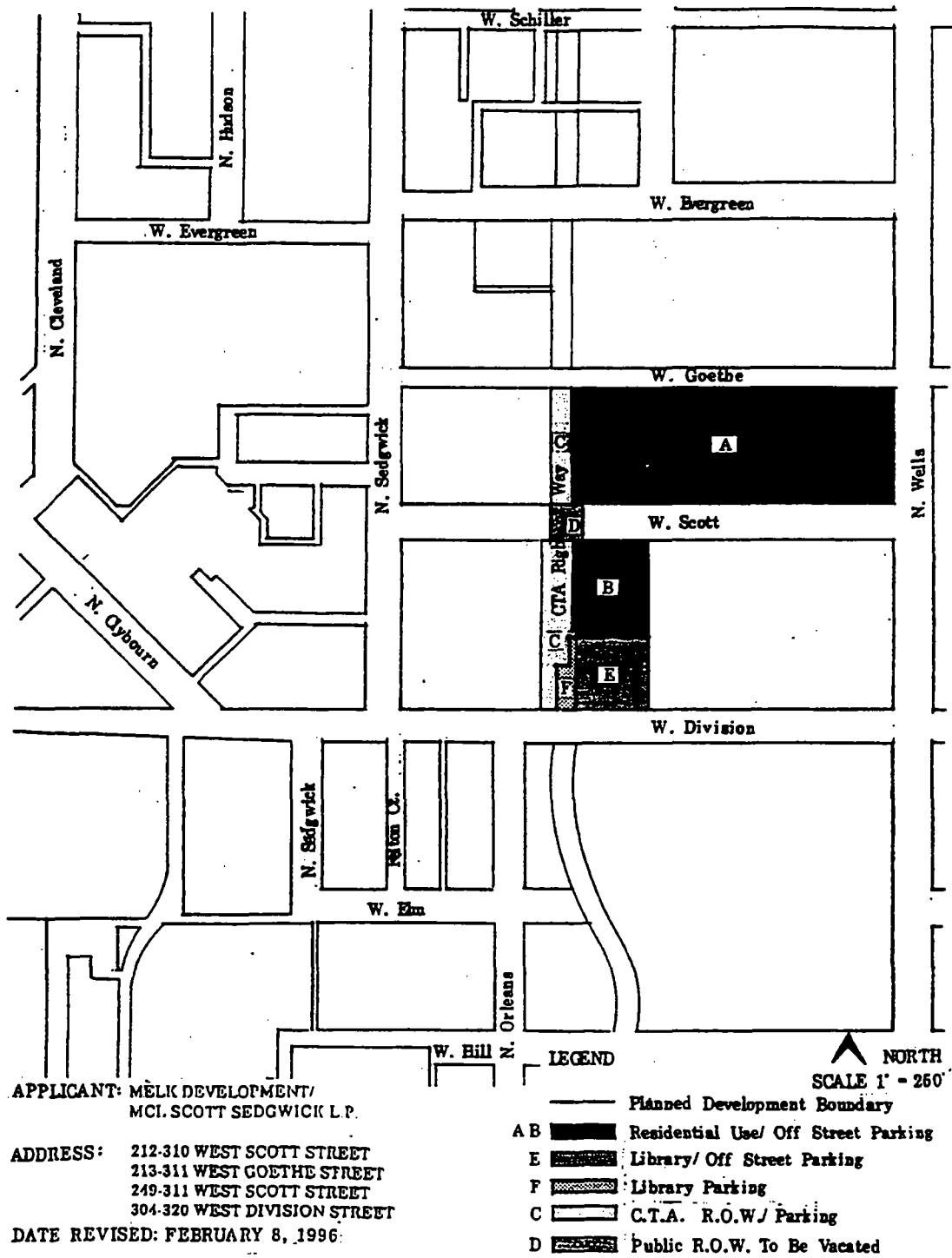
Subject Property (M L3)

APPLICANT MELK DEVELOPMENT/
MCL SCOTT SEDGWICK L.P.

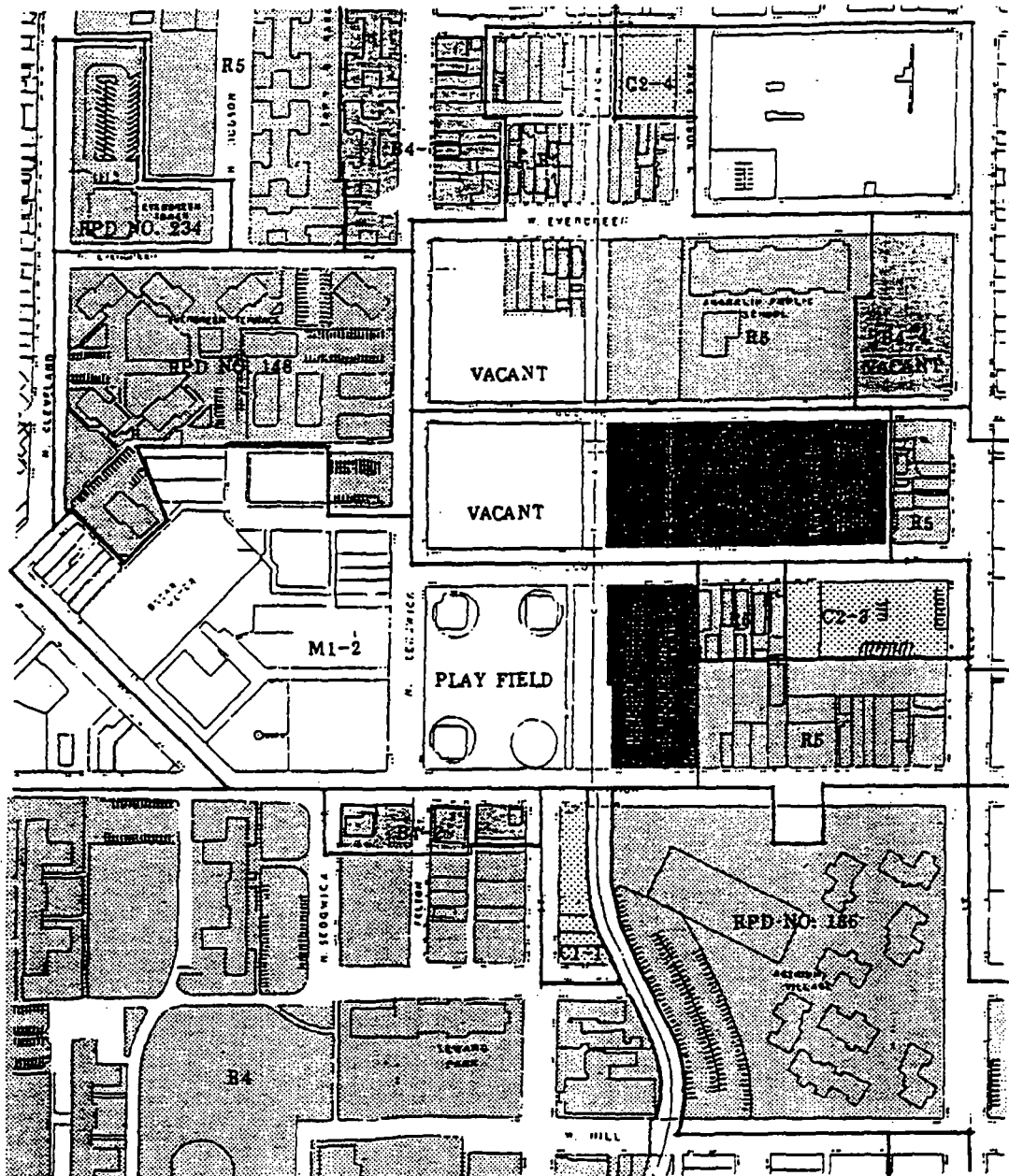
ADDRESS 212-310 WEST SCOTT STREET
213-311 WEST GOETHE STREET
249-311 WEST SCOTT STREET
304-320 WEST DIVISION STREET

DATE REVISED: FEBRUARY 8, 1996

Planned Development Subarea Boundary
And Generalized Use Plan.



Existing Land-Use Map.



APPLICANT: MELK DEVELOPMENT/
MCL SCOTT SEDGWICK L.P.

ADDRESS: 212-310 WEST SCOTT STREET
213-311 WEST GOETHE STREET
247-311 WEST SCOTT STREET
304-320 WEST DIVISION STREET

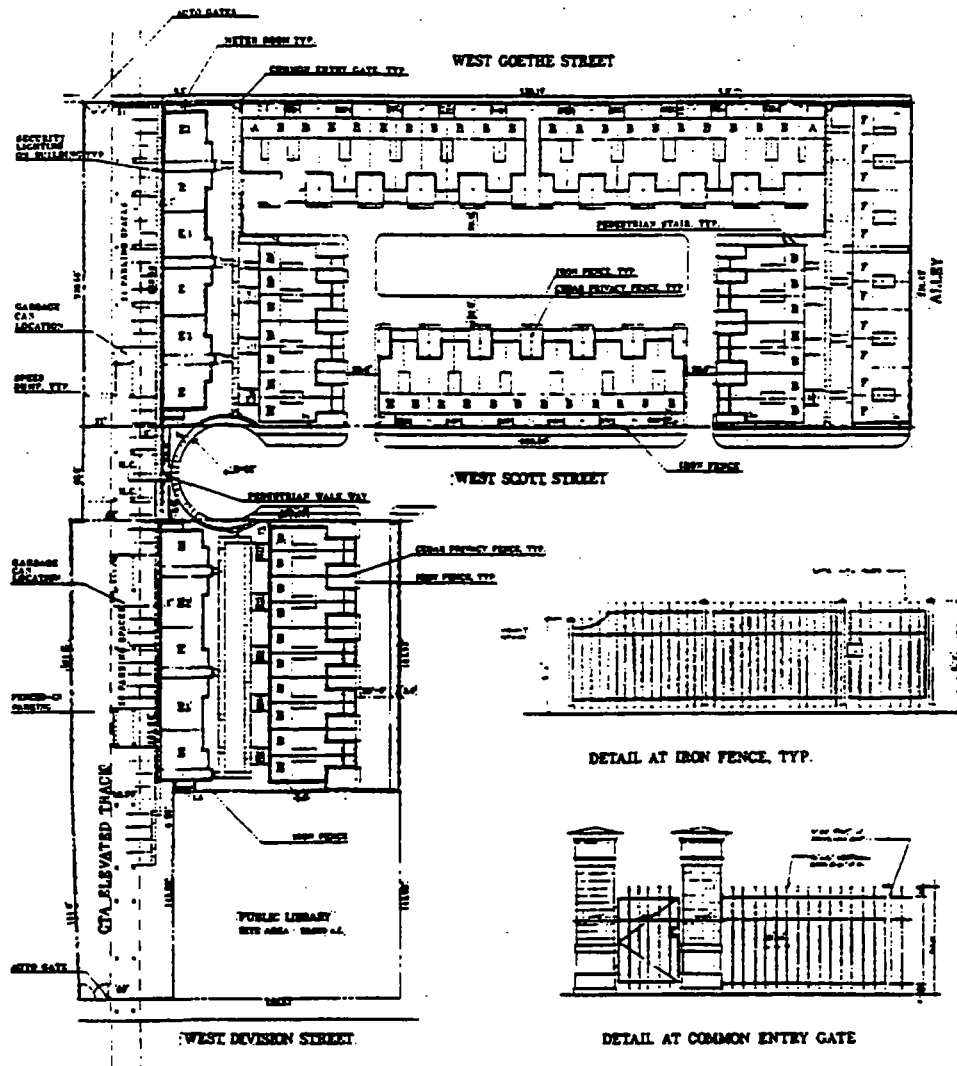
LEGEND

Subject Site
R5 Zoning District
Residential

Business
Commercial
Manufacturing

NORTH
SCALE 1"=250'

Site Plan.



PAPAGEORGE HAYMES LTD.
PLANNERS/ARCHITECT

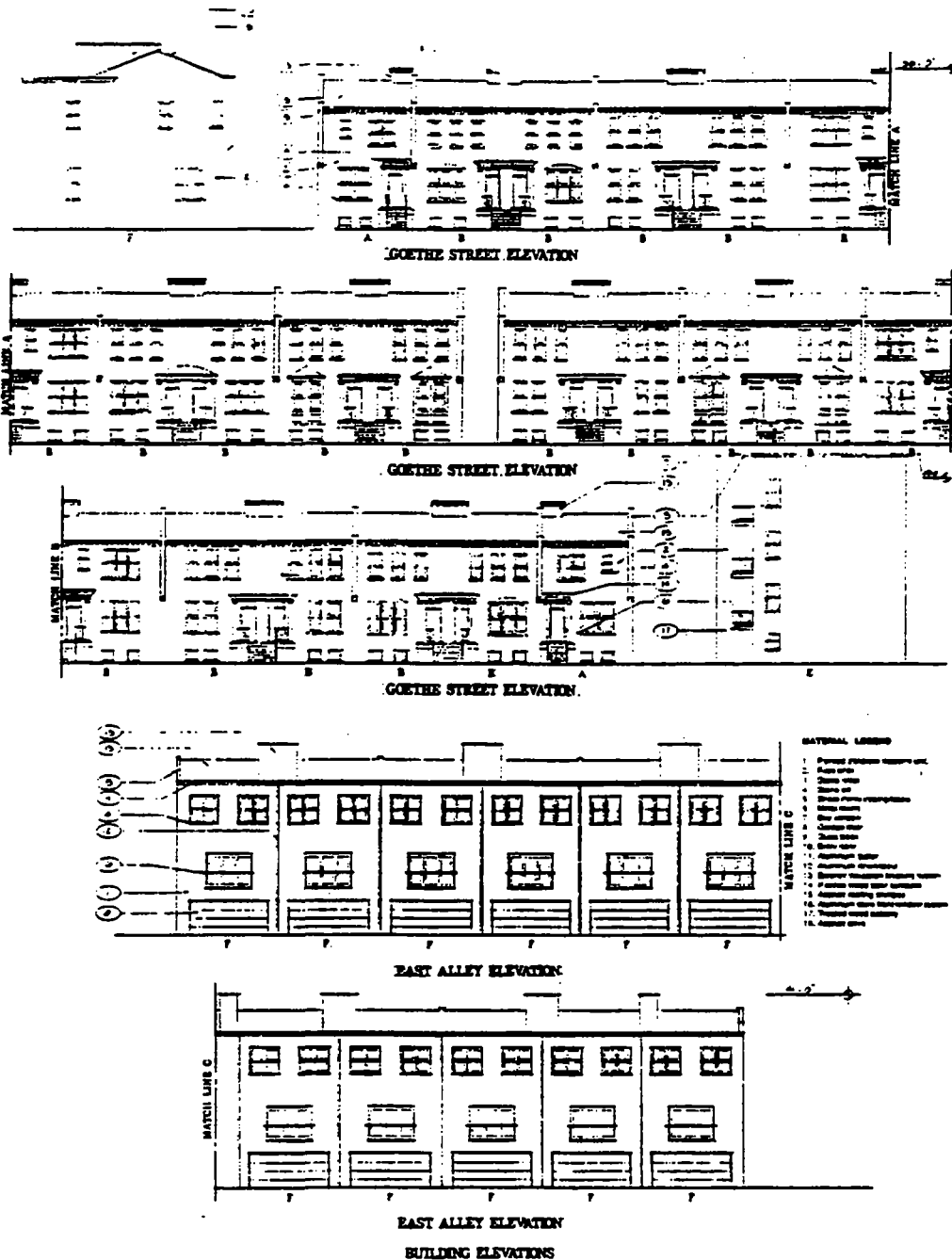
SCOTT, SEDGWICK REDEVELOPMENT

CHICAGO, ILLINOIS

MELK DEVELOPMENT / MCL
SCOTT, SEDGWICK L.P.

DATE REVISED: FEBRUARY 8, 1994

Building Elevation Drawings.
(1 of 4)



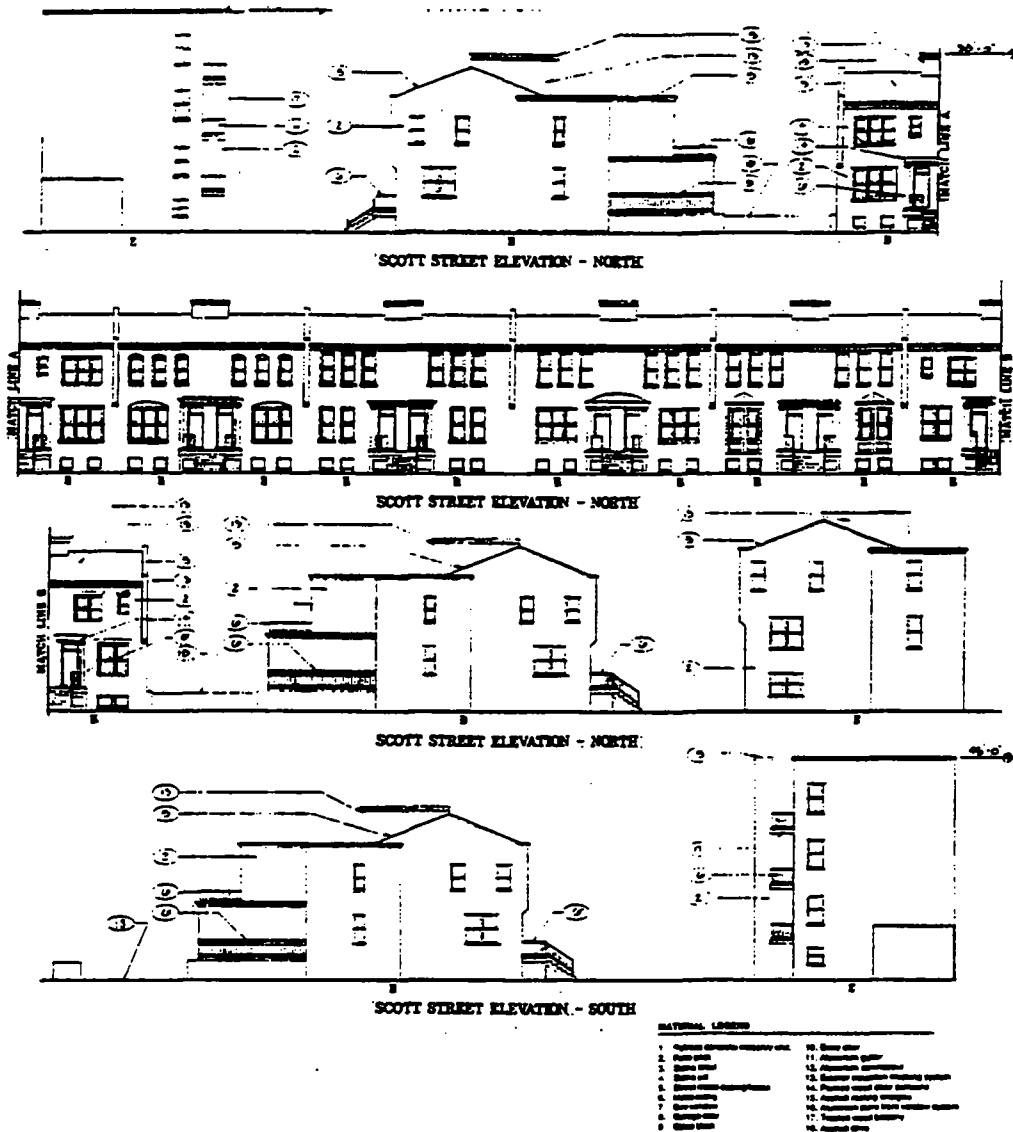
PAPPAGEORGE HAYMES LTD.
PLANNING/ARCHITECT

SCOTT, SEDGWICK REDEVELOPMENT
CHICAGO, ILLINOIS

MILK DEVELOPMENT/MCL
SCOTT, SEDGWICK L.P.

DATE REVISED: FEBRUARY 8, 1994

Building Elevation Drawings.
(2 of 4)



BUILDING ELEVATIONS

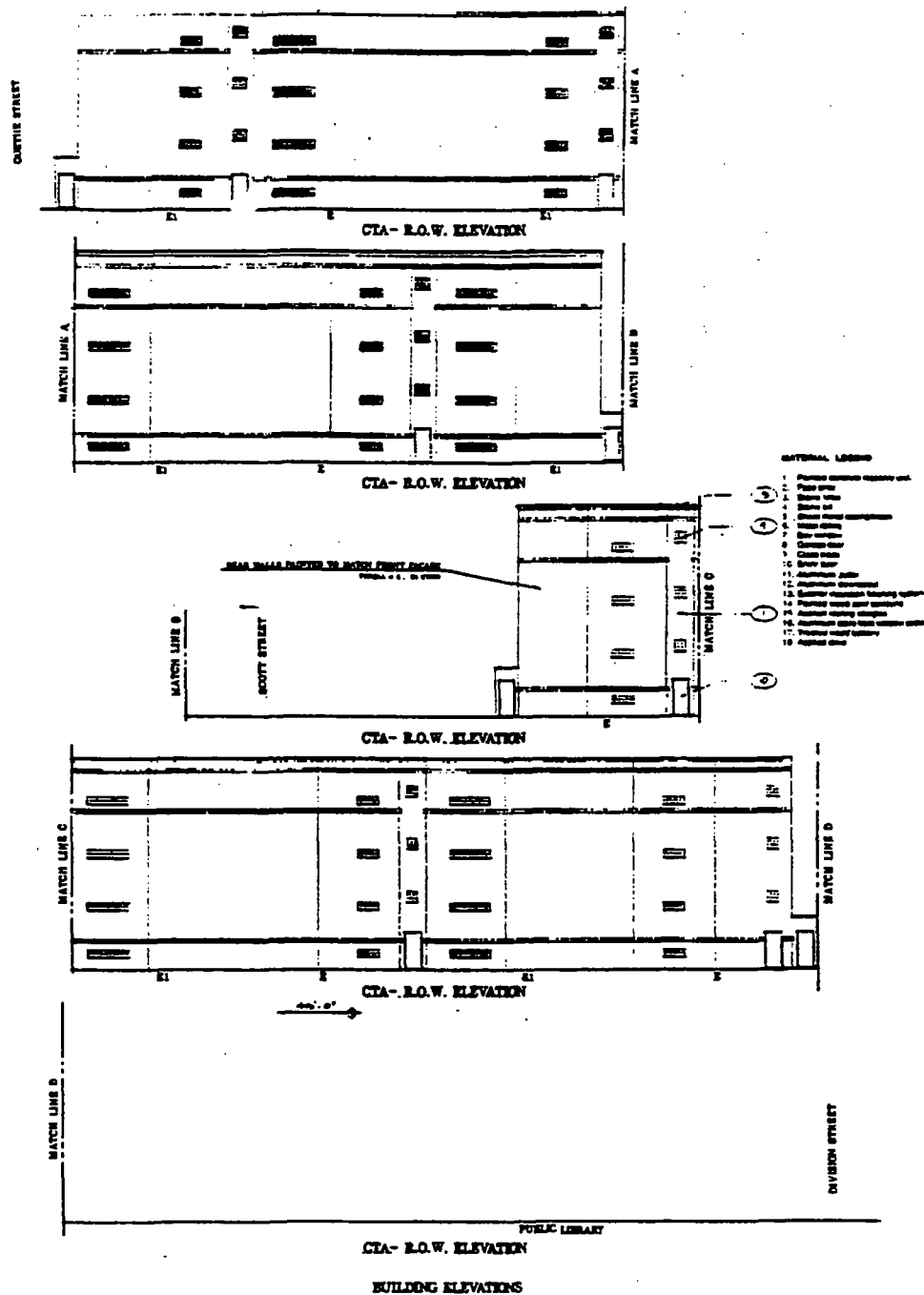
SCOTT, SEDGWICK REDEVELOPMENT
CHICAGO, ILLINOIS

PAPAGEORGE HAYMES LTD.
PLANNER/ARCHITECT

MELK DEVELOPMENT / MCL
SCOTT, SEDGWICK, ILL.

DATE REVISED: FEBRUARY 8, 1997

Building Elevation Drawings. (3 of 4)



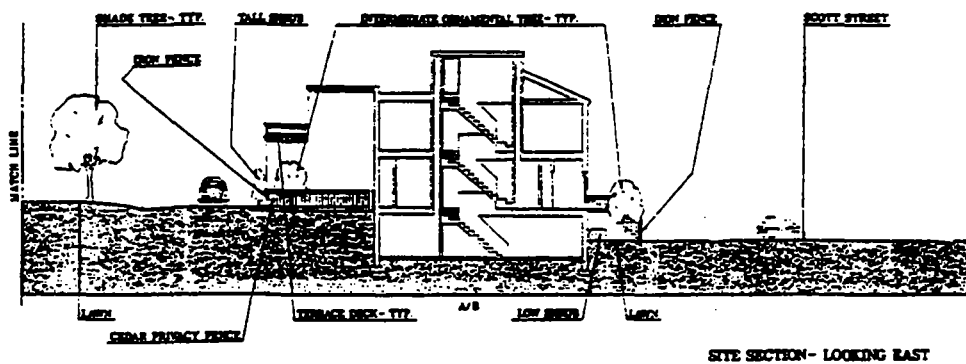
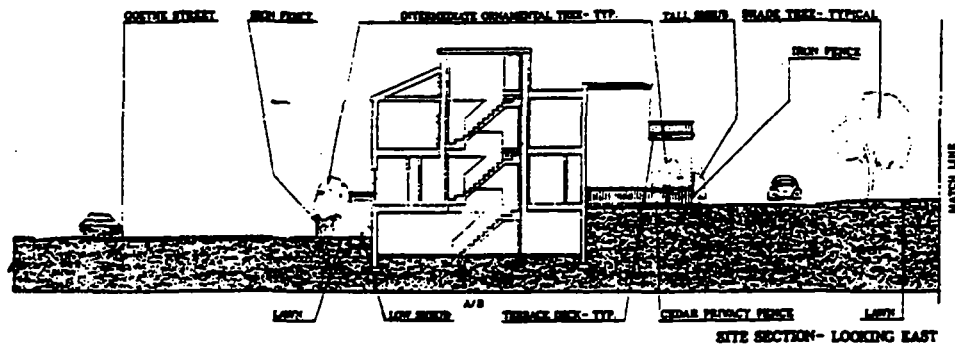
SCOTT, SEDGWICK REDEVELOPMENT:
CHICAGO, ILLINOIS

BAPPAGEORGE HAYMES LTD.
PLASTER/ARCHITECT

**MILK DEVELOPMENT / MCI:
SCOTT, SEDGWICK L.P.**

DATE REVIEWED: FEBRUARY 2, 2000

Building Elevation Drawings. (4 of 4)



SITE SECTION

PAPAGEORGE HAYMES LTD.
PLANNER/ARCHITECT

SCOTT, SEDGWICK REDEVELOPMENT
CHICAGO, ILLINOIS

MELE DEVELOPMENT/MCL
SCOTT, SEDGWICK L.P.

DATE REVISED: FEBRUARY 8, 1996

Reclassification Of Area Shown On Map Number 3-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-4 Heavy Manufacturing District symbols and indications as shown on Map No. 3-G in the area bounded by:

a point 77.70 feet north of West Fry Street and 152.50 feet west of North Sangamon Street; a line from a point 77.70 feet north of West Fry Street and 152.50 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 152.50 feet west of North Sangamon 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 Areas Shown On Map Number 5-G.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Planned Manufacturing District No. 1 symbols and indications as shown on Map No. 5-G in the area bounded by:

a line 418.70 feet north of West Willow Street; North Marcey Street; West Willow Street; a line 30 feet east of North Kingsbury Street; a line from a point 30 feet east of North Kingsbury Street and 265 feet north of West Willow Street to a point 100 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,

to those of a B3-1 General Retail 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 B3-1 General Retail District and Business Planned

Development No. 514 symbols and indications as shown on Map No. 5-G in the area bounded by:

a line 418.70 feet north of West Willow Street; North Marcey Street; North Sheffield Avenue; West North Avenue; North Kingsbury Street; a line 30 feet east of North Kingsbury Street; a line from a point 30 feet east of North Kingsbury Street and 265 feet north of West Willow Street to a point 100 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,

to the designation of Business Planned Development No. 514, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development referred to in this ordinance reads as follows:

Business Planned Development No. 514, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Business Planned Development No. 514, as amended, consists of approximately 322,417 square feet (7.46 acres) and is owned or controlled by the Applicant, Morton Skolnik.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or his successors, assignees, or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or his successors, assignees, or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, his successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder or any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at

the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property. Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of twelve (12) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Property Line, a Boundary and Subarea Boundary Map; an Existing Land-Use Map; Site Plans, Landscape Plans, and Building Elevations, prepared by PFDA, Incorporated dated February 8, 1996. Full size sets of the Site Plans, Landscape Plans and Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other zoning controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.
5. The following uses shall be permitted within the area delineated herein as "Business Planned Development No. 514, as amended":

Subarea A: all uses permitted in the B5-2 General Service Districts (provided, however, that there shall be no limitation on the size of individual business establishments except those set forth in the Bulk Regulations and Data Table attached hereto), general merchandise uses, retail drug stores, food stores, restaurants, earth station receiving dishes, department stores, offices, service type business uses, liquor stores (package goods

only) as a permitted use, and accessory parking uses, save and except the following uses:

- Amusement Establishments;
- Apartment Hotels;
- Arcades;
- Automobile Sales;
- Automobile Service Stations for the retail sale and dispensing of fuel, lubricants, tires, batteries, accessories and supplies including installation and minor service customarily incidental thereto;
- Churches;
- Colleges and Universities, but not business colleges or trade schools;
- Crematories and Mausoleums;
- Dwelling Units and Lodging Rooms;
- Feed Stores;
- Funeral Establishments;
- Garages for storage, repair and servicing of automobiles;
- Government-operated Health Centers;
- Hospitals, Sanitariums, Convalescent Homes and Nursing Homes;
- Hotels;
- Motels;
- Motor Driven Bicycle Sales, Rental and Repair Stores;
- Public Libraries;
- Public Utility and Services Uses, including:
 - a. Bus Terminals, Bus Turnarounds (off-street), Bus Garages, Bus Lots, Street Railway Terminals, or Street Car Houses;

- b. Electric Sub-stations;
- c. Fire Stations;
- d. Police Stations;
- e. Railroad Passenger Stations;
- f. Railroad Rights-of-Way;
- g. Water Pumping Stations;
- h. Water Reservoirs;
- Stadiums, Auditoriums and Arenas;
- Theaters; and
- Transitional Shelters and Temporary Overnight Shelters.

Subarea B: all uses permitted in the B3-1 General Retail Districts, outdoor display of furniture/garden equipment for sale to the public as a permitted use, liquor stores (package goods only) as a permitted use and accessory parking uses.

6. Business Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Three (3) pylon signs shall be permitted at the locations depicted on the Site Plans subject to the height limitations in the Bulk Regulations and Data Table and the Building Elevations. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development. No roof-top signs shall be permitted.
7. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic, and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall

be subject to the review and approval of the Chicago Department of Transportation, Bureau of Traffic. The Applicant at its sole expense, subject to the review and approval of the Department of Transportation, Bureau of Traffic and the Department of Planning and Development, shall install traffic improvements that effectively funnel westbound West Willow Street traffic to southbound North Kingsbury Street. For Subarea B, the Applicant shall provide not less than one (1) parking space for every three hundred fifty (350) square feet of retail floor area exclusive of storage areas incidental to the operation of retail businesses; ingress and egress to the parking and loading areas of Subarea B shall be limited to West Willow Street and North Marcey Street; and no driveways or access off of North Kingsbury Street shall be permitted.

8. Height restrictions of any building or any appurtenance thereto shall, in addition to the Bulk Regulations and Data Table, be subject to:
 - a. height limitations as certified on Form F.A.A.-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning and Development, Department of Aviation, and Department of Law, and approved by the City Council.
9. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.
10. The improvements in the Property, including landscaping and lighting improvements, shall be designed, installed and maintained in substantial conformance with the Site Plans, Landscape Plans, and Building Elevations dated February 8, 1996, and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. If construction on the thirty-two thousand (32,000) square foot building in Subarea B does not commence within eighteen (18) months from the adoption of this Planned Development, then the area shall be paved and used as additional interim non-required parking subject to the requirement of the Landscape Ordinance and subject to the right of the Applicant at any time thereafter to terminate such additional interim parking and construct the thirty-two thousand (32,000) square foot building in Subarea B.

11. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the written application for such a modification by the Applicant (a copy of which application shall be provided simultaneously to the Alderman of the Ward) and after determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

[Existing Zoning Map; Planned Development Property Line, Boundary and Subarea Boundary Map; Existing Land-Use Map; Site Plans; Landscape Plans; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 19864 through 19876 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Business Planned Development No. 514, As Amended**Bulk Regulations And Data Table.*

	Net Site Area		Maximum Floor Area Ratio	Maximum Percent Of Site Coverage
	Square Feet	Acres		
Subarea A	232,683	5.34	0.60	In accordance with Site Plans
Subarea B	<u>89,734</u>	<u>2.06</u>	0.50	
Total	322,417	7.40		

Gross Site Area, 404,515 square feet (9.28 acres) equals Net Site Area, 322,417 square feet (7.40 acres) plus Area in Public Right-of-Way, 82,098 square feet (1.88 acres).

Minimum Off-Street Loading Spaces:

Subarea A:	4 at 10 feet by 50 feet.
Subarea B:	2 at 10 feet by 50 feet.
	1 at 10 feet by 25 feet.

Minimum Off-Street Parking Spaces:

Subarea A:	302.
Subarea B:	100.

Minimum Required Building Setbacks: In accordance with Site Plans.

Maximum Building Height: In accordance with Building Elevations.

Maximum Permitted Retail Use:
(exclusive of storage areas
incidental to the operation
of retail businesses)

Subarea A: 95,200 square feet.

Subarea B: 35,000 square feet.

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

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 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,

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 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:

(Continued on page 19877)

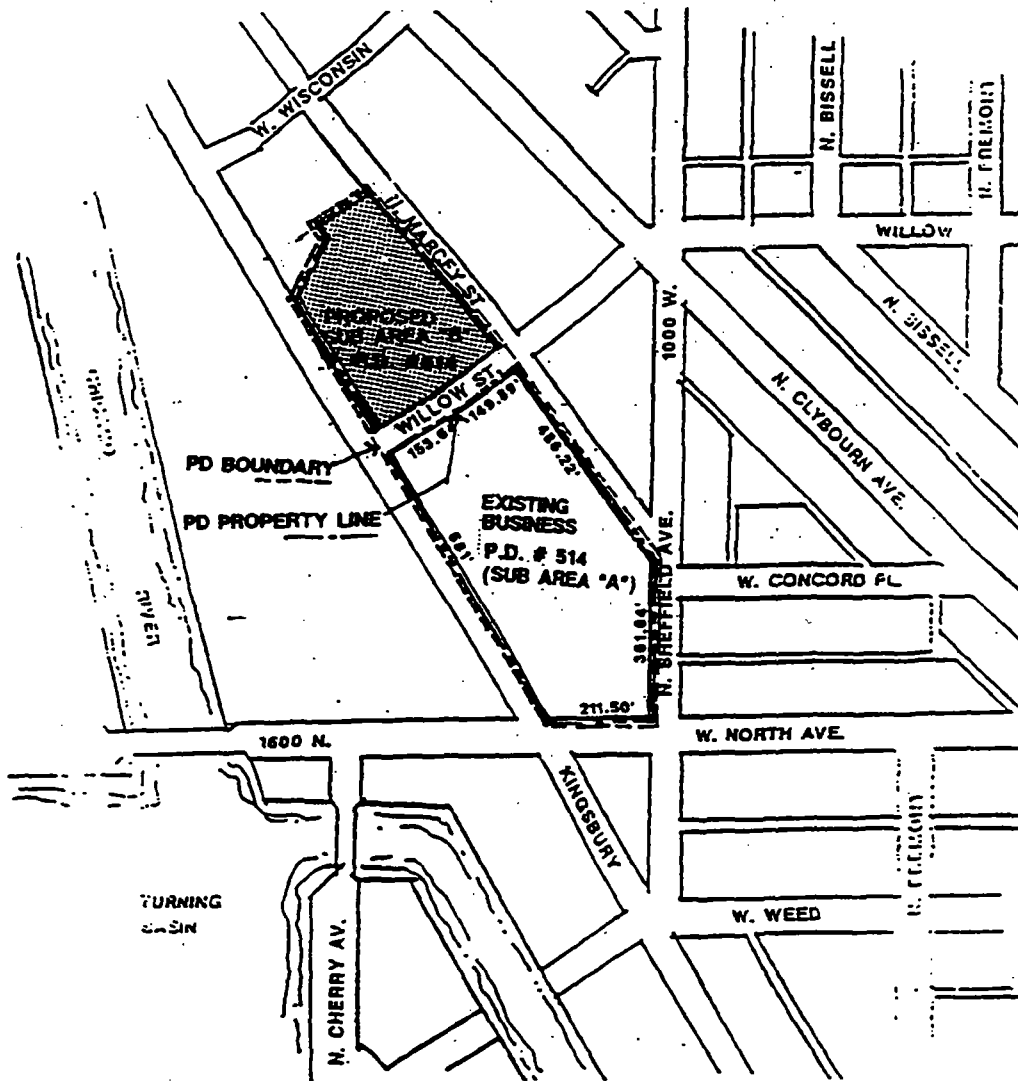
●



SCALE 1" = 200'-0"

APPLICANT: MORTON SKOLNIK
ADDRESS: 1000-1020 WEST NORTH AVENUE, 1600-1634 NORTH SHEFFIELD AVENUE
1634-1738 NORTH MARCEY STREET, 1601-1667 NORTH KINGSBURY STREET
1037-1065 WEST WILLOW STREET, 1036-1062 WEST WILLOW STREET
DATE: NOVEMBER 30, 1995
REVISED: FEBRUARY 8, 1996

Planned Development Property Line, Boundary
And Subarea Boundary Map.



**PLANNED DEVELOPMENT
BOUNDARY & SUB-AREA BOUNDARY**

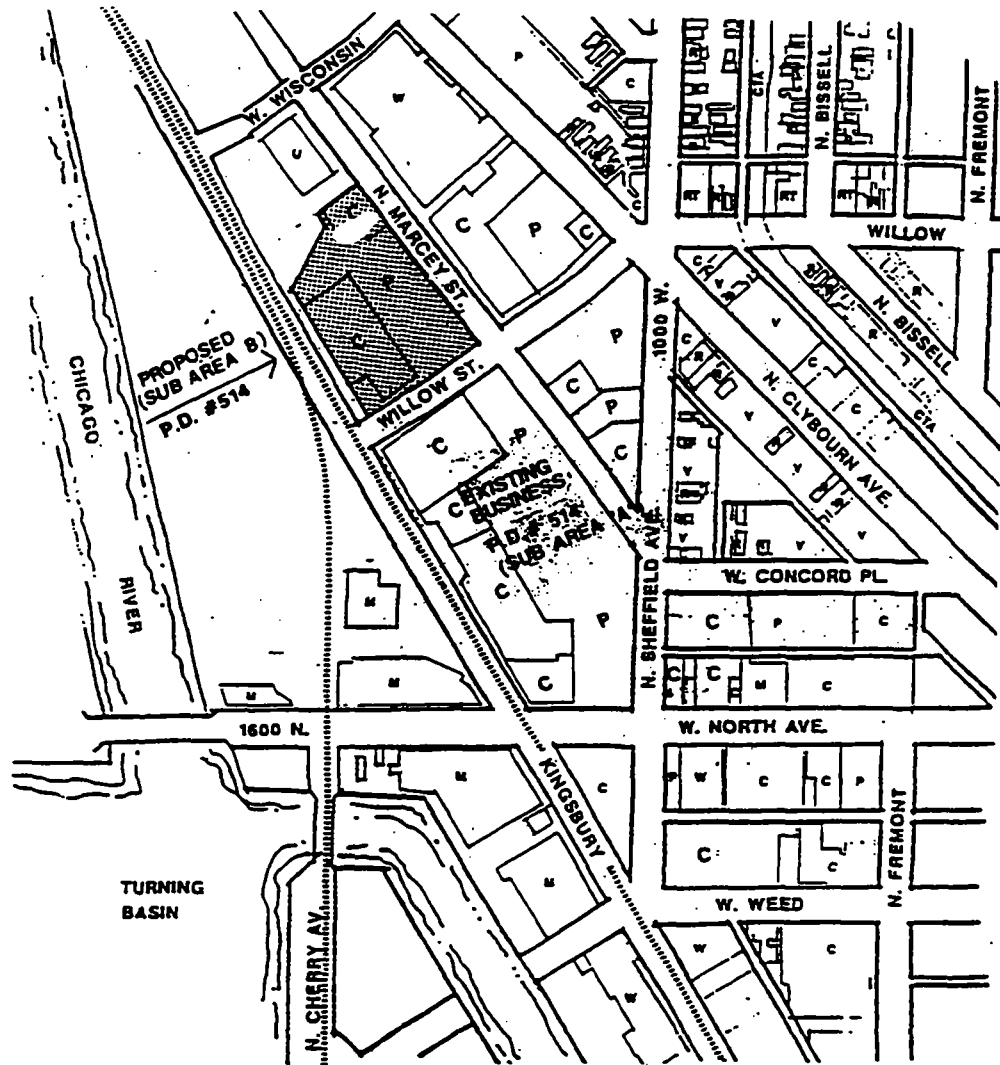
6-1-96

SCALE 1" = 200'-0"



APPLICANT: MORTON SKOLNIK
 ADDRESS: 1000-1020 WEST NORTH AVENUE, 1600-1634 NORTH SHEFFIELD AVENUE,
 1634-1738 NORTH MARCEY STREET, 1601-1667 NORTH KINGSBURY STREET,
 1037-1065 WEST WILLOW STREET, 1036-1062 WEST WILLOW STREET
 DATE: NOVEMBER 30, 1995
 REVISION: FEBRUARY 8, 1996

Existing Land-Use Map.



EXISTING LAND-USE MAP

3-22-96

SCALE 1" = 200'-0"

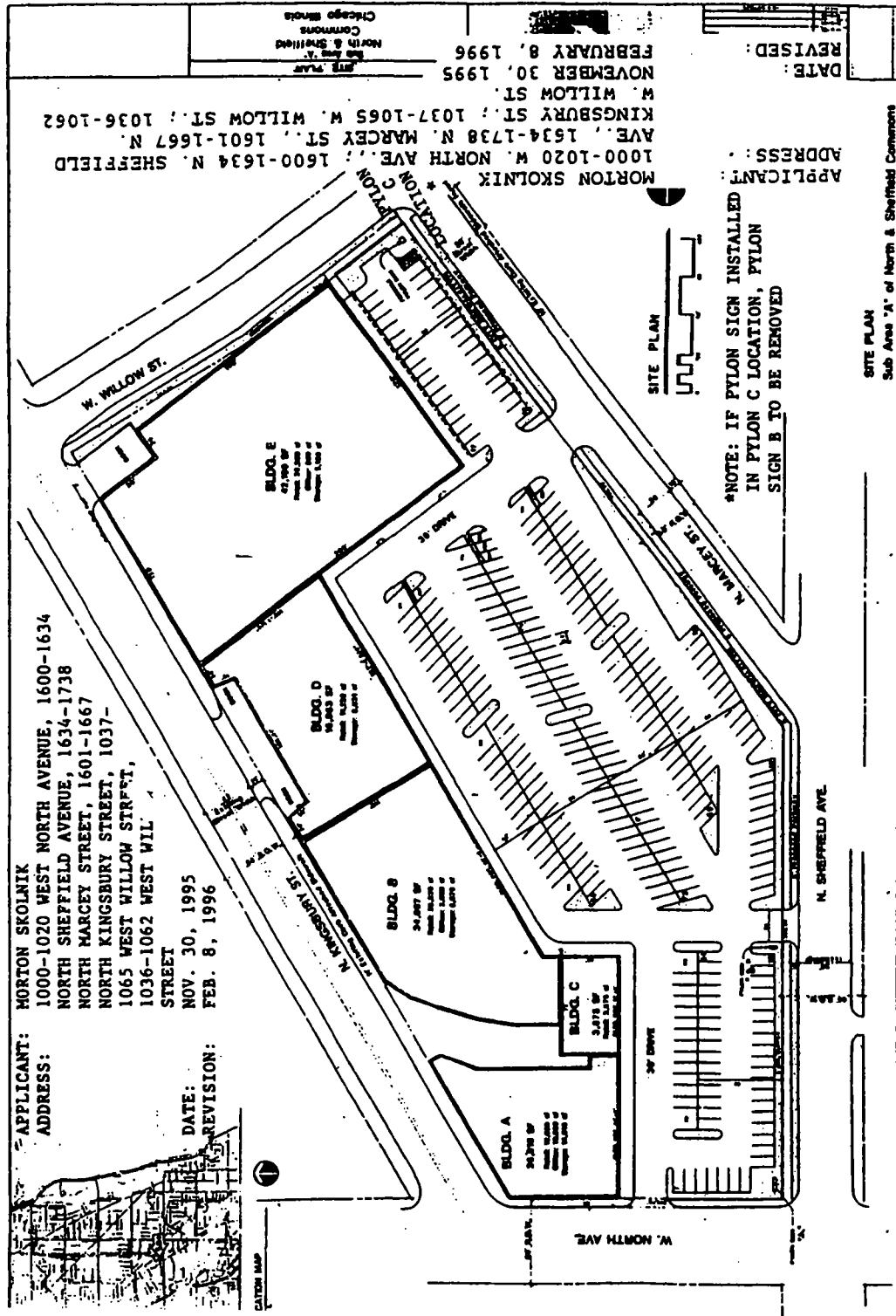


LEGEND

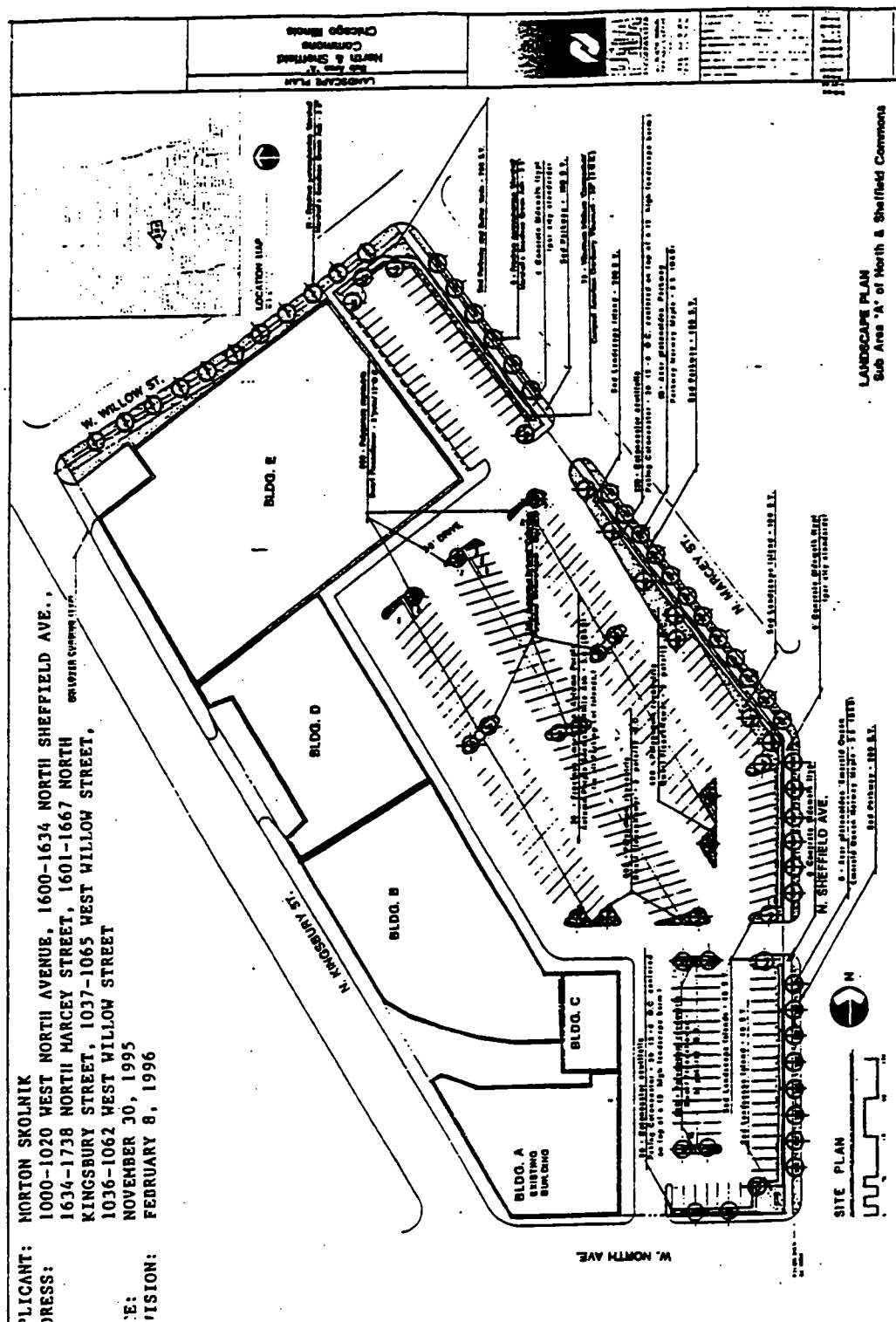
R	RESIDENTIAL
RT	RESIDENTIAL TRANSIENT
C	COMMERCIAL
W	WAREHOUSE
M	MANUFACTURING
U	UTILITY
P	PARKING
V	VACANT LOT

APPLICANT: MORTON SKOLNIK
 ADDRESS: 1000-1020 WEST NORTH AVENUE, 1600-1634 WEST SHEFFIELD AVENUE,
 1634-1738 NORTH MARCEY AVENUE, 1601-1667 NORTH KINGSBURY STREET,
 1037-1065 WEST WILLOW STREET, 1036-1062 WEST WILLOW STREET
 DATE: NOVEMBER 10, 1995
 REVISION: FEBRUARY 8, 1996

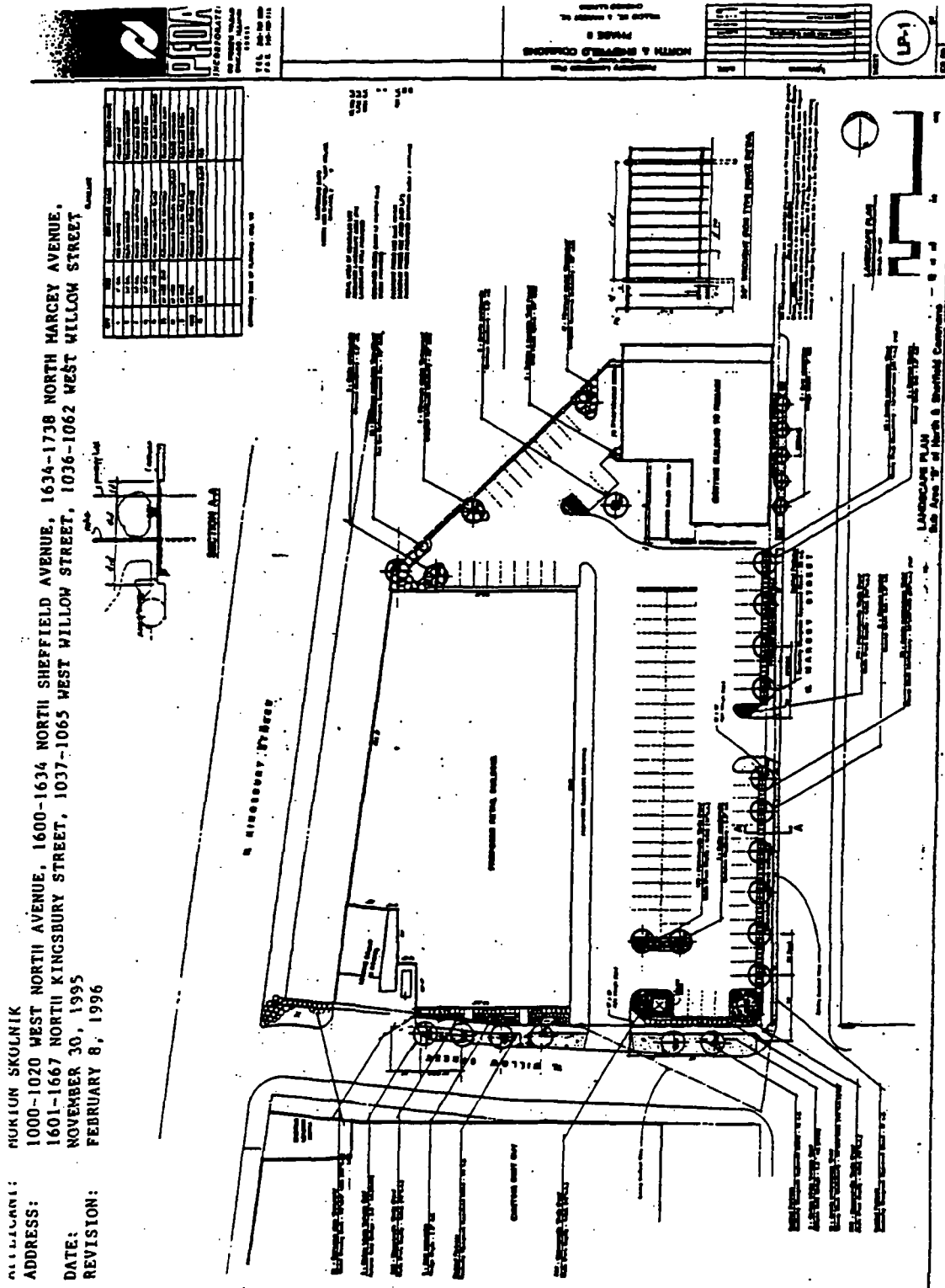
Site Plans.
(Page 1 of 2)



Landscape Plans.
(1 of 2)



Landscape Plans.
(2 of 2)



3/26/96

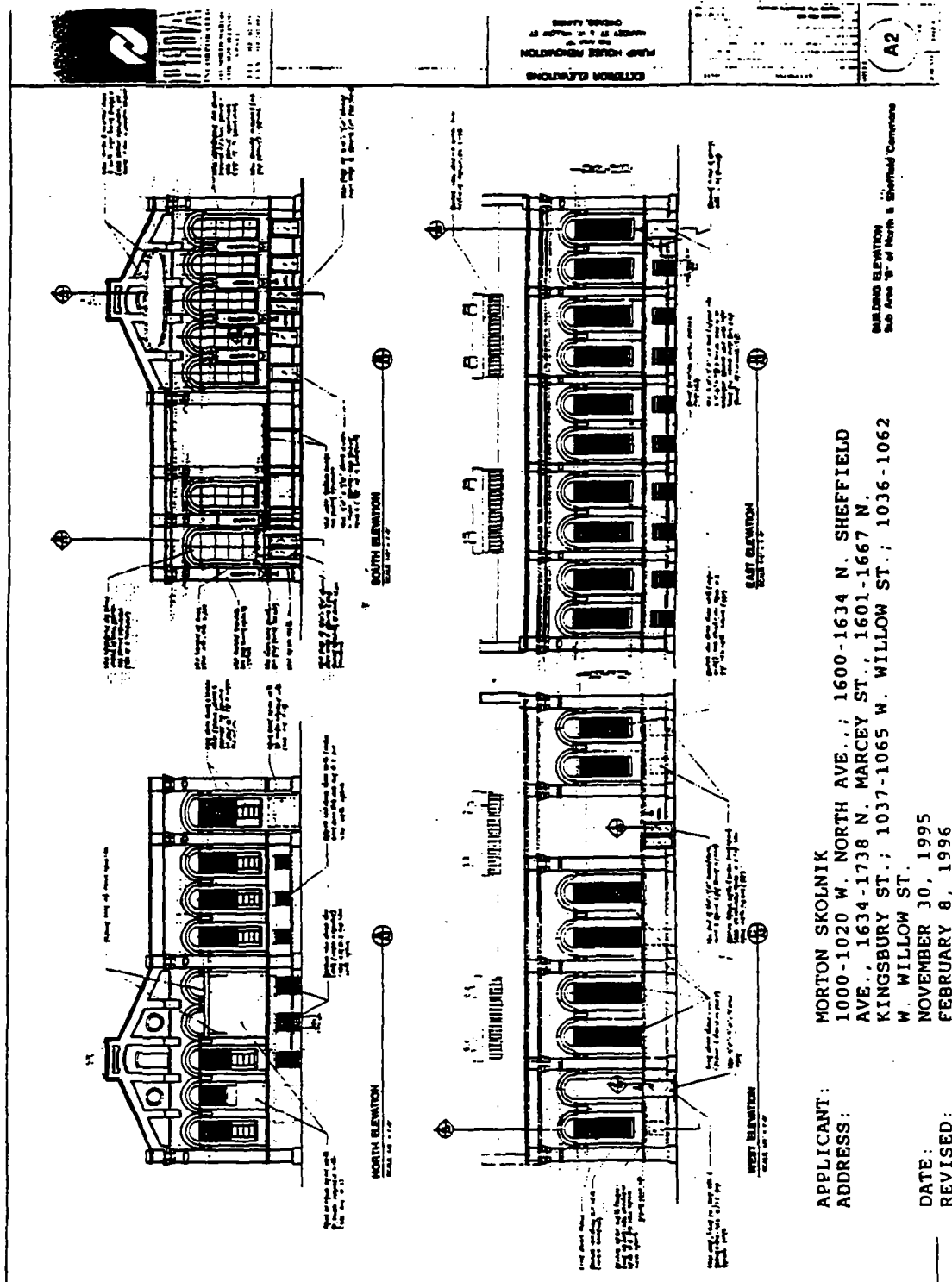
UNFINISHED BUSINESS

19871

Building Elevation Drawings. (1 of 6)

Architectural drawings of the Morton Skolnik building, including a site plan, floor plan, and elevation. The site plan shows the building's location on a street grid with dimensions. The floor plan shows the interior layout with rooms and corridors. The elevation shows the building's exterior with windows and doors. A north arrow is present in the top right corner.

Building Elevation Drawings. (2 of 6)

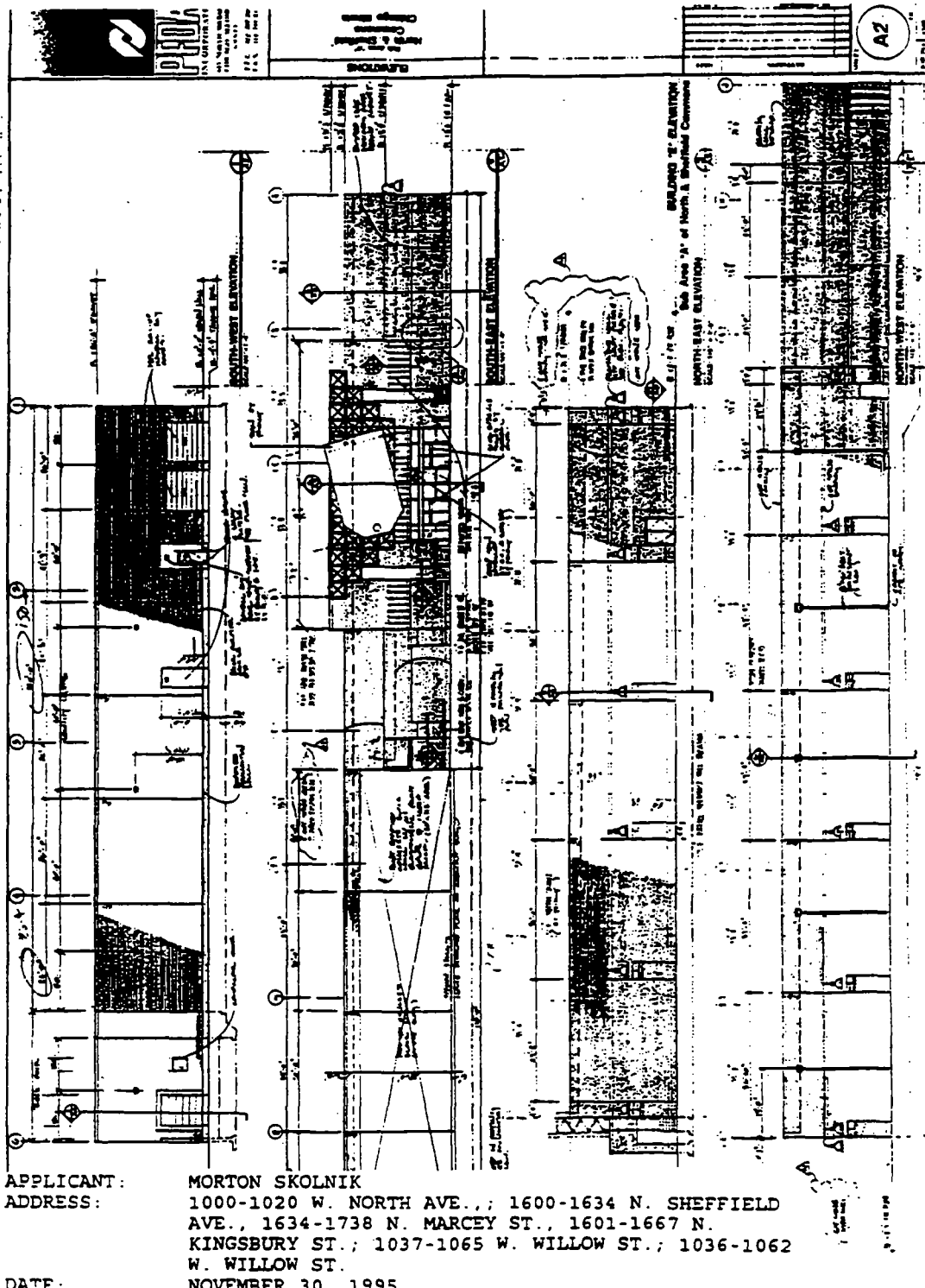


3/26/96

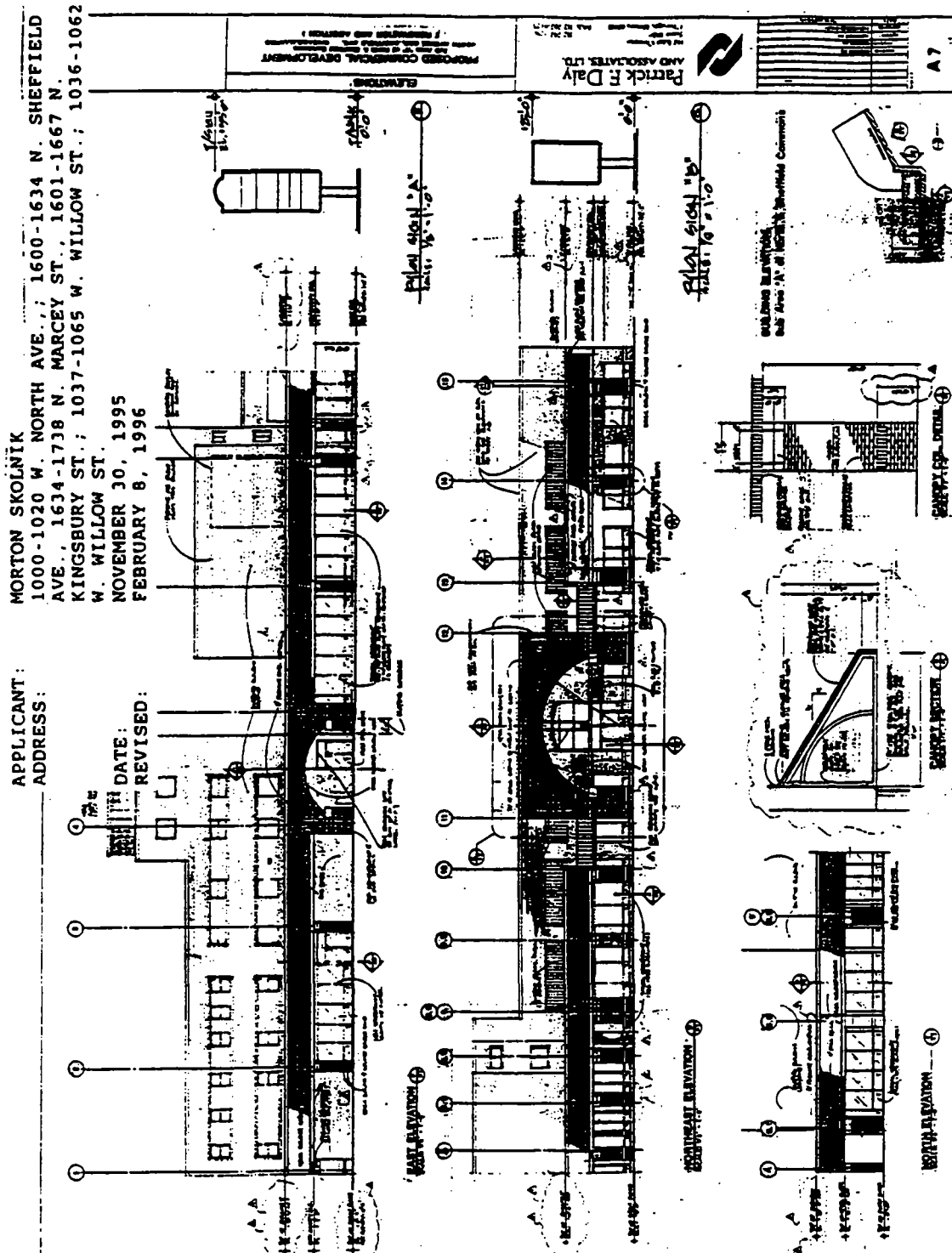
UNFINISHED BUSINESS

19873

Building Elevation Drawings.
(3 of 6)



Building Elevation Drawings. (4 of 6)

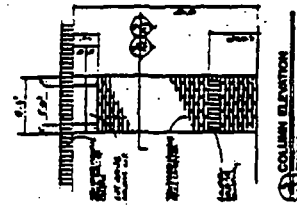
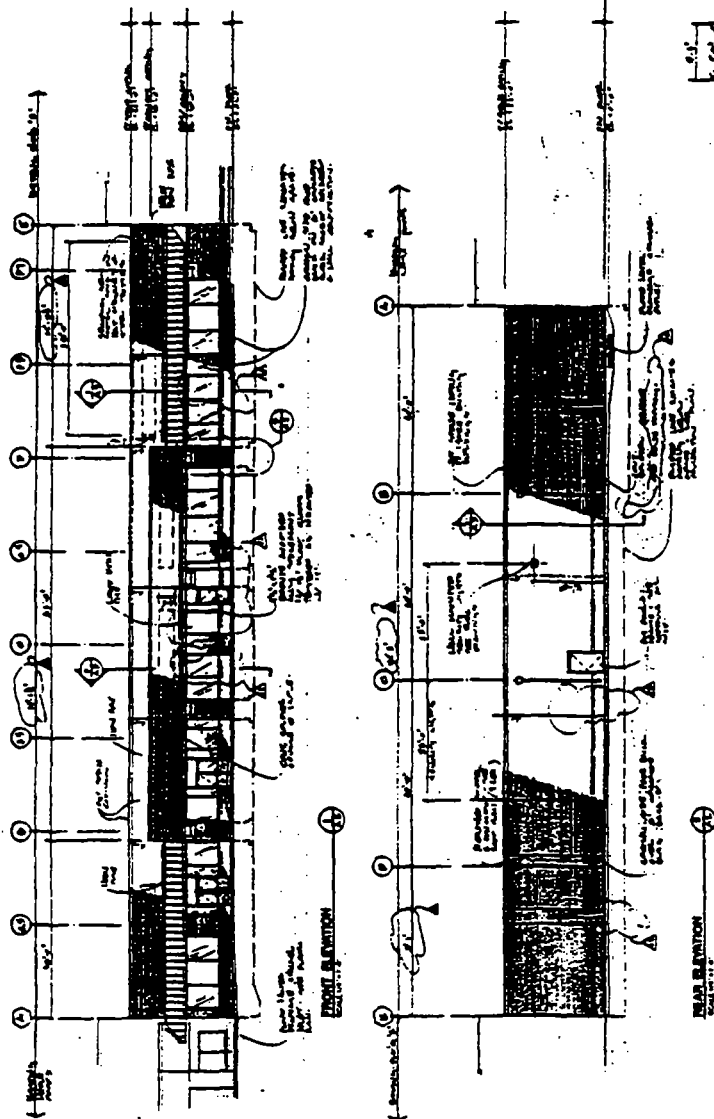
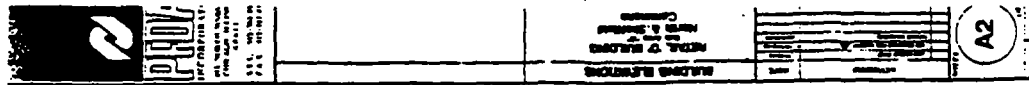


3/26/96

UNFINISHED BUSINESS

19875

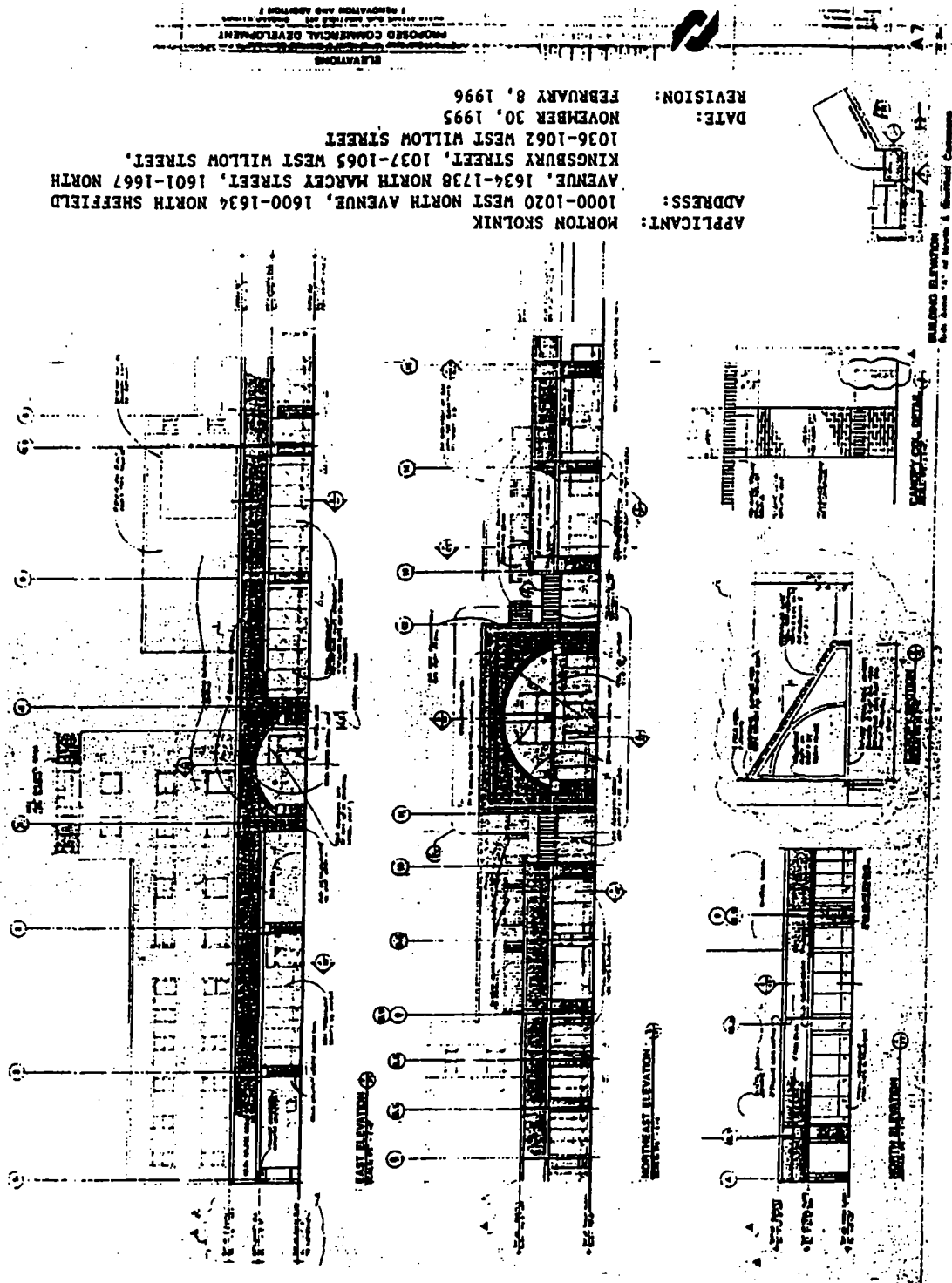
Building Elevation Drawings. (5 of 6)



MORTON SKOLNIK
1000-1020 W. NORTH AVE.; 1600-1634 N. SHEFFIELD
AVE., 1634-1738 N. MARCEY ST., 1601-1667 N.
KINGSBURY ST.; 1037-1065 W. WILLOW ST.; 1036-1062
W. WILLOW ST.
NOVEMBER 30, 1995
FEBRUARY 8, 1996

APPLICANT:
ADDRESS:
DATE:
REVISED:

Building Elevation Drawings. (6 of 6)



(Continued from page 19863)

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,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 5-H.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

starting at a point being the south line of West St. Paul Avenue; thence a line 617.25 feet east of and parallel to the east line of North Western Avenue; thence the north line of the public alley south of and parallel to West St. Paul Avenue; and thence a line 174 feet east of and parallel to the east line of North Western Avenue running north and perpendicular to the south line of West St. Paul Avenue, to the point of beginning; and

starting at a point being the south line of West St. Paul Avenue; thence a line 787.55 feet west of the west line of North Western Avenue; thence the north line of the public alley south of and parallel to West St. Paul Avenue; and thence a line 727.55 feet west of and parallel to the west line of North Western Avenue and running north 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 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in the area bounded by:

the alley next north of and parallel to West 35th Street; a line 75 feet east of South Emerald Avenue; West 35th Street; and South Emerald Avenue,

to those of an R1 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 8-G.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C4 Motor Freight Terminal District symbols and indications as shown on Map No. 8-G in the area bounded by:

West 33rd Street; the alley next east of and parallel to South Ashland Avenue; West 35th Street; and South Ashland 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 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 9-G in the area bounded by:

West Newport Avenue; the easterly right-of-way of the Chicago, Milwaukee, St. Paul & Pacific Railroad (abandoned); the right-of-way of the Chicago rapid transit structure (C.T.A.); and the westerly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad (abandoned),

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 10-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 C2-2 General Commercial District symbols and indications as shown on Map No. 10-K in the area bounded by:

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

to those of an Institutional Planned Development which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

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

Plan of Development referred to in this ordinance reads as follows:

*Institutional Planned Development.**Plan of Development Statements.*

1. The area delineated herein as a Institutional Planned Development (the "Planned Development") consists of approximately 48,193 square feet (+1.11 acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by the Applicant, The Claridge at Cicero Limited Partnership.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendment, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed

amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust), and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of thirteen (13) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; an Existing Land-Use Map; a Site/Landscape Plan (the "Site/Landscape Plan") and Building Elevations prepared by Einstein Associates, Inc., dated November 16, 1995, respectively. Reduced copies of the Site/Landscape Plan and the Building Elevations are attached hereto and full sized copies of these items are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The following uses are permitted in the area delineated herein as an Institutional Planned Development:

nursing home, excluding drug abuse or alcoholism treatment facility, accessory parking and accessory uses, including parabolic transmitting and receiving antennae which may be up to eight (8) feet in diameter, subject to appropriate screening.
6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.
7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of five percent (5%) 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 Commissioner of Planning and Development.

9. In addition to the maximum heights of the buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of the improvements and any appurtenance attached thereto also shall be subject to:
 - (a) height limitations as certified and approved by the Federal Aviation Administration; and
 - (b) airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.
10. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Site/Landscape Plan and the Building Elevations. In addition, parkway trees shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance. The Applicant agrees to remove the existing billboard on the Property within nine (9) months from the adoption of this Planned Development.
11. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").
12. The requirements of the Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned

Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

13. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within ten (10) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provision of this section, then the zoning of the property shall automatically revert to a C2-2 General Commercial District.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Site/Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 19885 through 19892 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional Planned Development No. _____.

Bulk Regulations And Data Table.

Gross Site Area	=	Net Site Area	+	Area Remaining in Public Rights-of-Way
± 73,890.66 square feet (± 1.70 acres)	=	± 48,193 square feet (± 1.11 acres)	+	± 25,697.66 square feet (± .59 acres)

Maximum Permitted F.A.R.:	1.6.
Setbacks From Property Line:	In substantial conformance with the Site/Landscape Plan.
Maximum Percentage of Site Coverage:	In substantial conformance with the Site/Landscape Plan.
Maximum Number of Beds:	249 units.
Minimum Number of Off-Street Parking:	56 spaces.
Minimum Number of Off-Street Loading Berths:	1 berth.
Maximum Height:	In substantial conformance with the Building Elevations.

Reclassification Of Area Shown On Map Number 11-H.

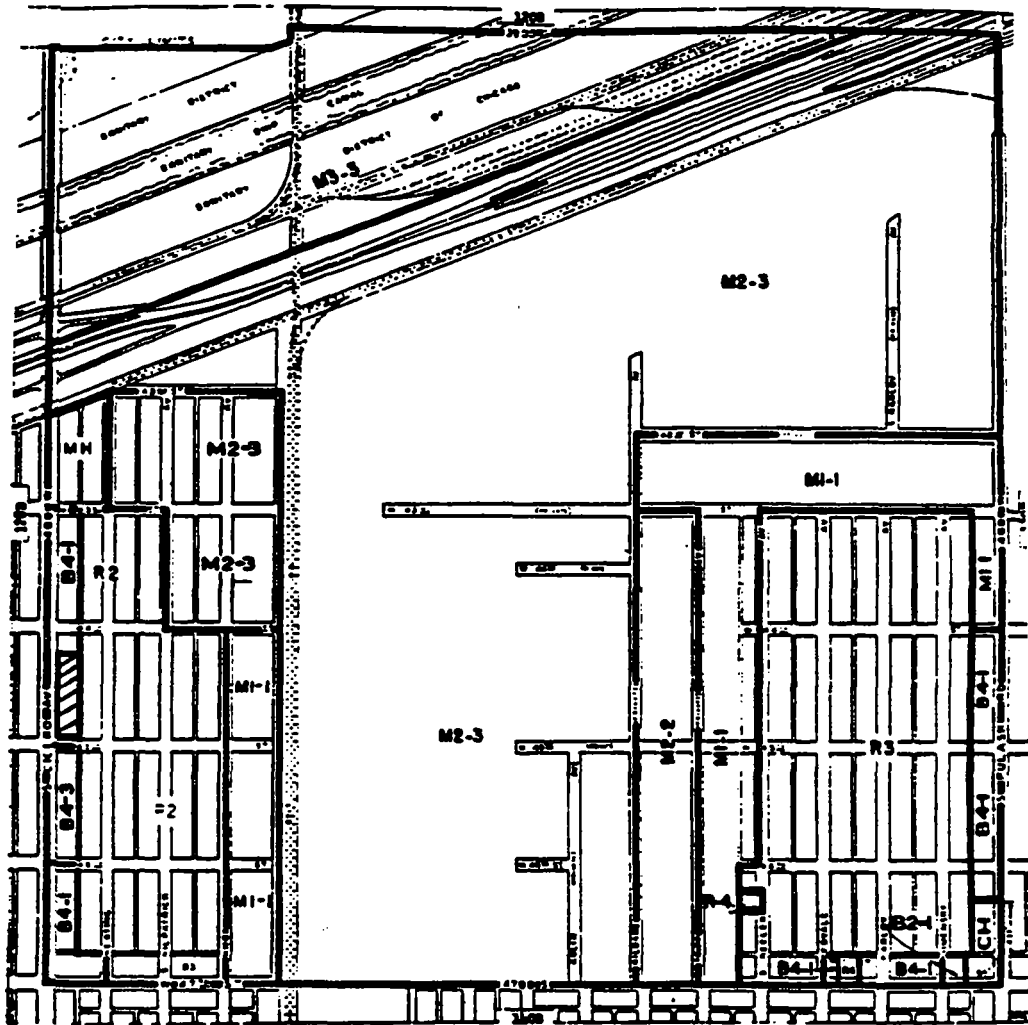
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 11-H in the area bounded by:

a line 122 feet south of West Lawrence Avenue; North Winchester Avenue; the alley next north of and parallel to West Leland Avenue; the alley next east of and parallel to North Winchester Avenue; West Leland Avenue; and the alley next west of and parallel to North Winchester Avenue,

(Continued on page 19893)

Existing Zoning Map.

**LEGEND**

Subject Property (Note: Property is currently zoned C2-2 per Ordinance dated February 2, 1995)



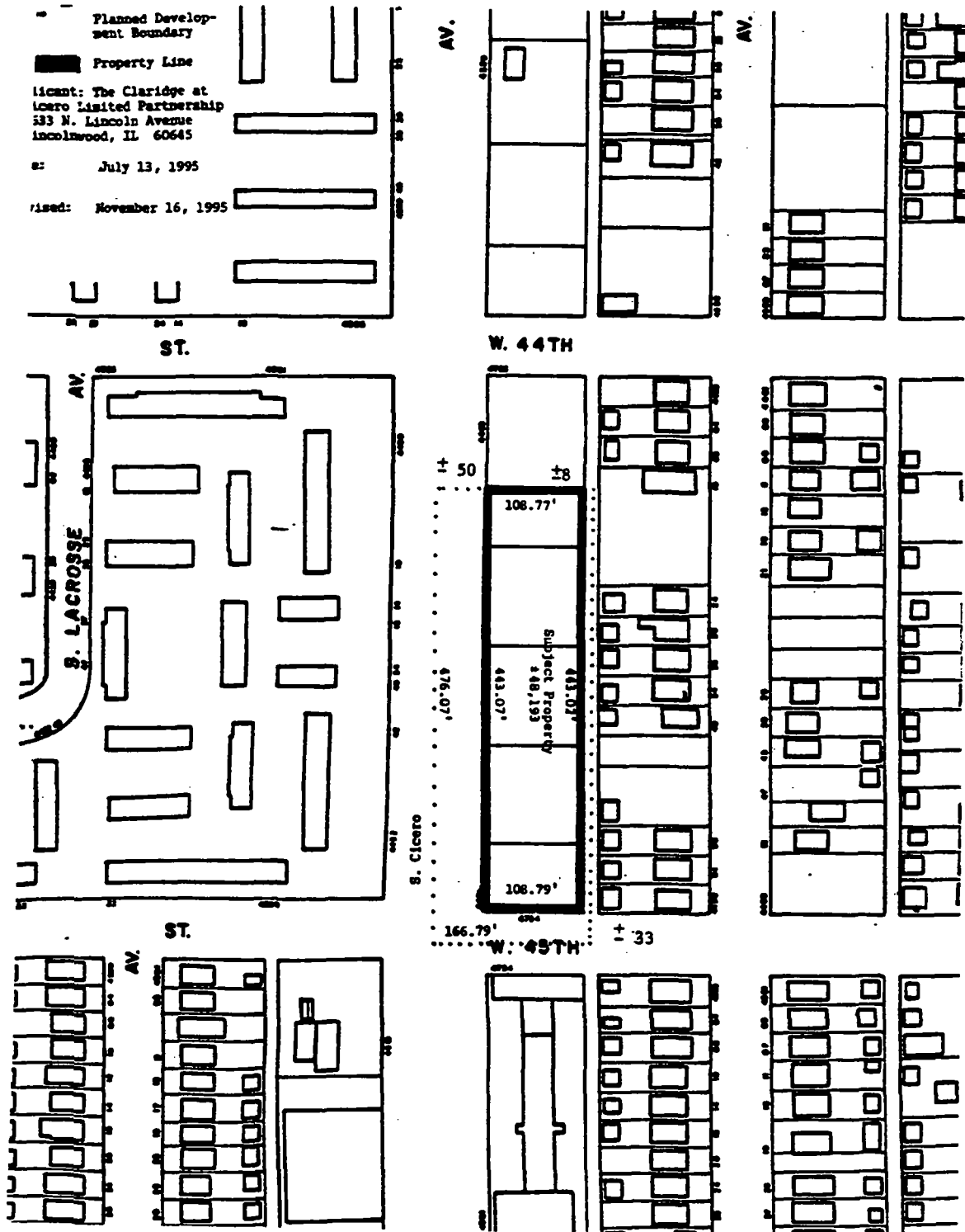
Zoning Boundaries

Applicant: The Claridge at Cicero Limited Partnership
6633 N. Lincoln Avenue, Lincolnwood, Illinois 60645

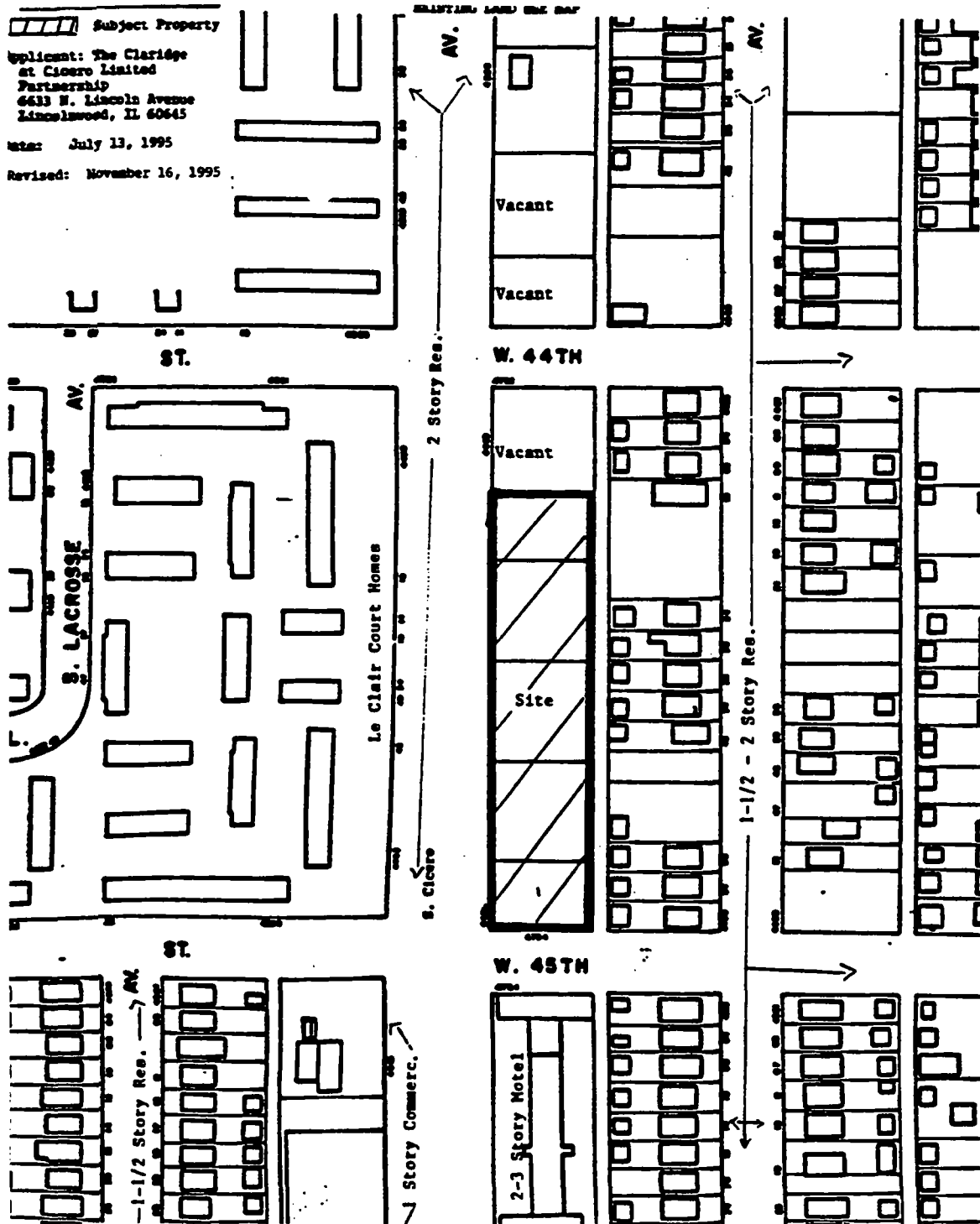
Date: July 13, 1995

Revised: November 16, 1995

Planned Development Boundary And Property Line Map.

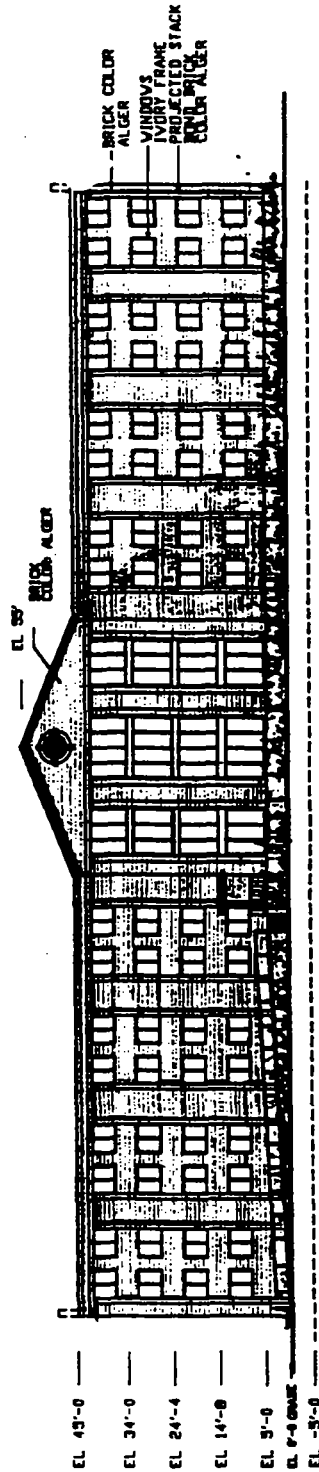


Existing Land-Use Map.



Building Elevation Drawings.
(Page 1 of 4)

THE CLARIDGE ON CICERO
CHICAGO, ILL



WEST-CICERO AVENUE-ELEVATION

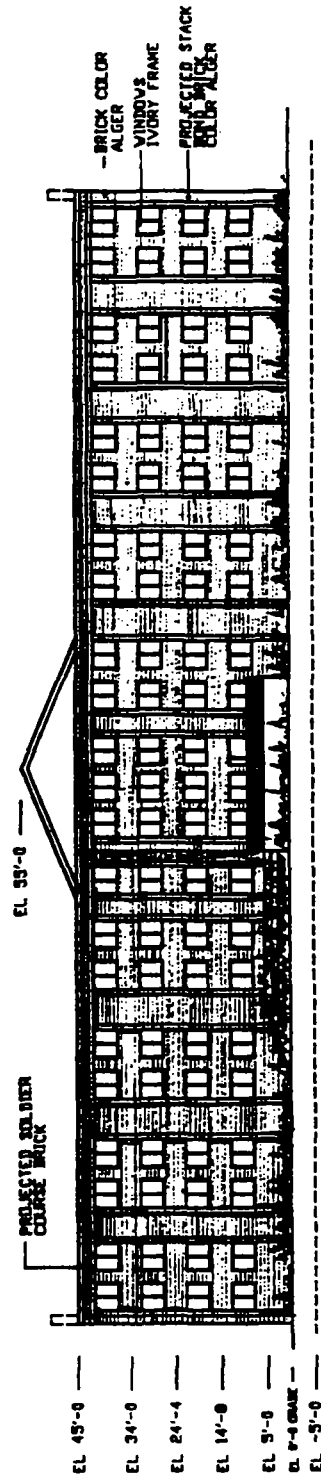
12-19-95

THE CLARIDGE AT CICERO
LIMITED PARTNERSHIP
6633 NORTH LINCOLN AVENUE
LINCOLNWOOD, ILLINOIS 60645
DATE: JULY 13, 1995
REVISED: NOVEMBER 16, 1995

Building Elevation Drawings.
(Page 2 of 4)

THE CLARIDGE ON CICERO

C H I C A G O , I L



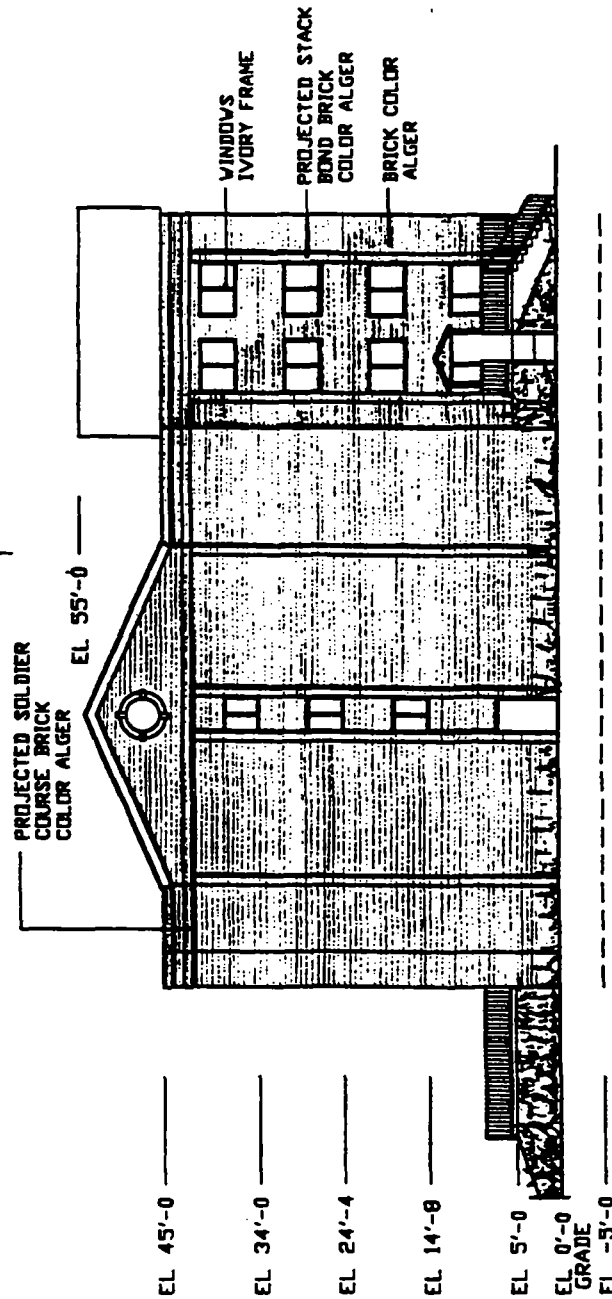
EAST ELEVATION

12-19-95

THE CLARIDGE AT CICERO
LIMITED PARTNERSHIP
6633 NORTH LINCOLN AVENUE
LINCOLNWOOD, ILLINOIS 60645
DATE: JULY 13, 1995
REVISED: NOVEMBER 16, 1995

Building Elevation Drawings.
(Page 3 of 4)

THE CLARIDGE ON CICERO
CHICAGO, ILL



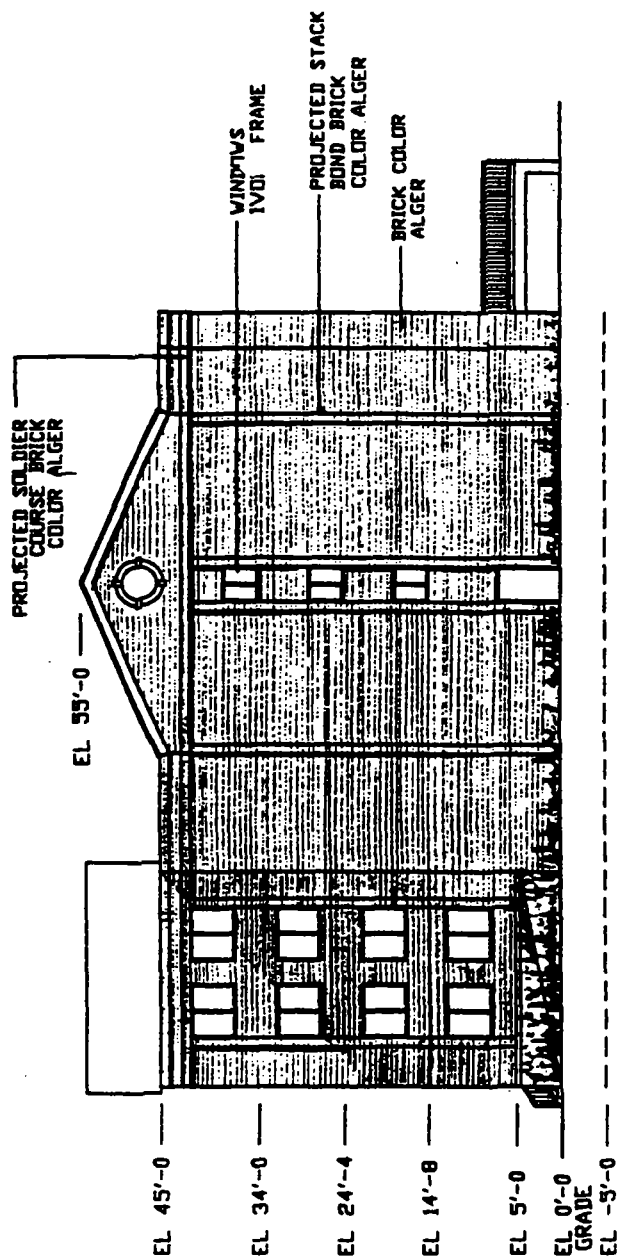
NORTH ELEVATION

THE CLARIDGE AT CICERO
LIMITED PARTNERSHIP
6633 NORTH LINCOLN AVENUE
LINCOLNWOOD, ILLINOIS 60645
DATE: JULY 13, 1995
REVISED: NOVEMBER 16, 1995

Building Elevation Drawings.
(Page 4 of 4)

THE CLARIDGE ON CICERO

CHICAGO, ILL



18-18-96

SOUTH ELEVATION

THE CLARIDGE AT CICERO
LIMITED PARTNERSHIP
6633 NORTH LINCOLN AVENUE
LINCOLNWOOD, ILLINOIS 60645
DATE: JULY 13, 1995
REVISED: NOVEMBER 16, 1995

(Continued from page 19884)

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 11-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District and R3 General Residence District symbols and indications as shown on Map No. 11-J in the area bounded by:

West Montrose Avenue; a line 95.97 feet east of and parallel to North Central Park Avenue; the alley next south of West Montrose Avenue; the alley next east of North Central Park Avenue; a line 233 feet south of and parallel to West Montrose Avenue; North Central Park Avenue; the alley next south of West Montrose Avenue; and a line 83.42 feet west of and parallel to North Central Park 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 12-M.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 12-M in the area bounded by:

the alley next north of and parallel to South Archer Avenue; a line 35.3 feet west of South Melvina Avenue; South Archer Avenue; and a line 85.3 feet west of South Melvina 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.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 General Residence District symbols and indications as shown on Map No. 15 -H in the area bounded by:

West Devon Avenue; North Ravenswood Avenue (east side); West Thome Avenue; North Ravenswood Avenue (west side); a line 225 feet south of West Devon Avenue; and a line 20 feet east of the easterly right-of-way line of North Ravenswood Avenue (west side),

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 18-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 18-G in the area bounded by:

a line 496 feet north of and parallel to West 77th Street; the public alley next east of and parallel to South Ashland Avenue; the public alley next south of and parallel to West 76th Street (or a line 446 feet north of and parallel to West 77th Street); the public alley next east of and parallel to South Ashland Avenue; a line 100 feet north of and parallel to West 77th Street; and South Ashland Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 22-A.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 22-A in the area bounded by:

East 87th Street; South Mackinaw Avenue; a line 60 feet south of and parallel to East 87th Street; and the public alley next west of and parallel to South Mackinaw 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 22-A.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 22-A in the area bounded by:

the public alley next north of and parallel to East 88th Street; South Mackinaw Avenue; East 88th Street; and South Buffalo 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 32-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 32-B in the area bounded by:

East 134th Street; the public alley next east of and parallel to South Brandon Avenue; East 135th Street; and the public alley next west of and parallel to South Brandon Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Twenty-eight high school juniors and seniors from South Shore Community Academy, accompanied by Ms. Marvinetta Woodley, Instructor and Mr. Frank Horton III, Principal; and

Police Officers Richard Sanchez and Anne Sullivan from the 23rd Police District.

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 Tuesday, the twenty-sixth (26th) day of March, 1996, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the sixteenth (16th) day of April, 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:

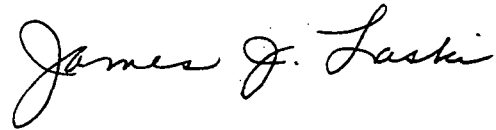
Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Steele, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore -- 43.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, April 16, 1996, at 10:00 A.M., in the Council Chambers in City Hall.

A handwritten signature in cursive script that reads "James J. Laski". The signature is written in dark ink and is positioned above the printed name and title.

JAMES J. LASKI,
City Clerk.