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COPY



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

Regular Meeting--Wednesday, September 10, 1997

at 10:00 A.M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

Attendance At Meeting.

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

Call To Order.

On Wednesday, September 10, 1997 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable James J. Laski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Granato, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 43.

Quorum present.

Invocation.

Reverend James Stovall of Bright Star Garden of Christ Church opened the meeting with prayer.

Rules Suspended -- REPORT OF COMMITTEE ON THE BUDGET
AND GOVERNMENT OPERATIONS.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of the report of the Committee on the Budget and Government Operations. The motion *Prevailed*.

APPOINTMENT OF MR. BRIAN L. CROWE AS
CORPORATION COUNSEL.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of Brian L. Crowe as Corporation Counsel, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointment.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Brian L. Crowe as Corporation Counsel was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

At this point in the proceedings, Alderman Burke called the City Council's attention to the presence of the family of Mr. Brian L. Crowe.

REGULAR ORDER OF BUSINESS RESUMED.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- TRIBUTE TO LATE POLICE
OFFICER DAVID EVANS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of Officer David Evans.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The members of this chamber were deeply saddened to learn of the death of Gresham District Police Officer David Evans; and

WHEREAS, Officer Evans' untimely and tragic death occurred when his squad car was involved in a traffic accident while he was responding to a call for assistance from paramedics; and

WHEREAS, Officer Evans was an eleven-year veteran of the Chicago Police Department and the recipient of fifteen Honorable Mentions; and

WHEREAS, A resident of the West Englewood neighborhood, Officer Evans graduated from the University of Illinois with a degree in industrial engineering; and

WHEREAS, Officer Evans was known among his colleagues for his dedication to police work and his commitment to serving and protecting the people of Chicago; and

WHEREAS, A loving father and husband, Officer Evans had recently switched from working days to the night shift to spend more time with his family; and

WHEREAS, In his free time, Officer Evans was an avid tennis player and a member of the Avalon Park Tennis Team; and

WHEREAS, Officer Evans is survived by his wife, Micheline and his three children, Brandon, Burgundy and Ashlee; and

WHEREAS, Although Officer Evans will be greatly missed by his family, friends and colleagues, his memory will live in their hearts forever; and

WHEREAS, All Chicagoans should recognize the brave sacrifice made by Officer Evans in the name of duty; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of September, 1997, do hereby honor Officer David Evans for his dedication to serving and protecting the people of Chicago and express our deepest sympathy to his family and friends; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Officer David Evans as tokens of our esteem and admiration.

On motion of Alderman Burke, seconded by Aldermen Beavers, Jones and Coleman, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to offer the prayers of his own family and the condolences of the people of Chicago to the family of Officer David Evans. Reflecting upon Officer Evans' abiding commitment to his family, to his career and to the people of Chicago, Mayor Daley observed that while the commitment and dedication of Officer Evans was not the subject of media attention, it was, in fact, a key element in the ultimate liability of our city and our society.

Rules Suspended -- TRIBUTE TO LATE MS. ARTENSA RANDOLPH.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

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

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The members of this chamber were deeply saddened to learn of the death of Artensa Randolph; and

WHEREAS, A thirty-five year resident of the Chicago Housing Authority's Washington Park Homes, Ms. Randolph was a tireless advocate for the rights of public housing residents; and

WHEREAS, Beginning in the early 1960s when she was elected president of the Washington Park Homes Local Advisory Council, Ms. Randolph worked to give public housing residents the right to organize and elect representatives to local councils that would give them a voice in their developments; and

WHEREAS, In 1976, Ms. Randolph became chairman of the Central Advisory Council, the umbrella organization for all resident councils in the Chicago Housing Authority; and

WHEREAS, Since the 1980s, Ms. Randolph also served as the lone tenant voice on the Chicago Housing Authority's governing board, the first resident to serve in this capacity; and

WHEREAS, Ms. Randolph's impact was not limited to Chicago, for as a result of her leadership, local resident councils across the country were formed and advanced the interests of public housing residents throughout the nation; and

WHEREAS, Ms. Randolph received numerous honors and awards for her pioneering work, including having the Chicago Housing Authority building located at 6217 South Calumet Avenue named Randolph Towers in her honor; and

WHEREAS, As a result of her dedication, concern and persistence, Ms. Randolph leaves behind a legacy of service that will benefit the lives of all future citizens of Chicago and the nation; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Ms. Randolph to her family, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, To her daughters, Orphia and Gwendolyn; her sons, Michael and Eugene; and her grandchildren, Ms. Randolph passes on all the fine qualities she herself possessed in abundance; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of September, 1997, do hereby mourn the passing of Artensa Randolph, and extend our heartfelt sympathy to her family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Artensa Randolph as a sign of our esteem.

On motion of Alderman Burke, seconded by Aldermen Haithcock, Troutman, Solis and Natarus, the foregoing resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to extend condolences on behalf of his own family and the people of Chicago to the family of Ms. Artensa Randolph. Remembering Ms. Randolph as a friend of his father's as well as his own, Mayor Daley lauded Ms. Randolph as a forceful, direct advocate who was selfless in her dedication to residents of public housing. The work of Artensa Randolph has been a significant factor in molding the Chicago of today, Mayor Daley continued, declaring that she should not, and will not, be forgotten.

Rules Suspended -- TRIBUTE TO LATE DIANA,
PRINCESS OF WALES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

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

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The members of this chamber were deeply saddened to learn of the untimely and tragic death of Diana, Princess of Wales; and

WHEREAS, The Princess of Wales touched the lives of millions of Americans and people throughout the world as an example of compassion and grace; and

WHEREAS, During her too brief life, the Princess of Wales was engaged in tireless humanitarian efforts, including raising public awareness of breast cancer research and treatment; educating the public regarding the facts of HIV/AIDS transmission; campaigning for a ban on land mines; working to eliminate the problem of homelessness; and endless charitable work and comforting gestures on behalf of children; and

WHEREAS, The citizens of Chicago witnessed firsthand the commitment of the Princess of Wales in the summer of 1996 when she came to Chicago to help raise funds for cancer research; and

WHEREAS, The Princess of Wales leaves behind a legacy of compassion which we can best honor by continuing to work as she did for those who are most in need; and

WHEREAS, Diana, Princess of Wales is survived by her sons, Prince William and Prince Harry; her mother, Frances Shand Kydd; her sisters, Lady Sarah McCorquodale and Lady Jane Fellowes; and her brother, Charles, Earl Spencer; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of September, 1997, express our deepest sympathy to the family of Diana, Princess of Wales, on their tragic loss; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Diana, Princess of Wales, as tokens of our esteem and admiration.

On motion of Alderman Burke, seconded by Alderman Natarus, the foregoing resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to extend condolences on behalf of the people of Chicago to the family of Diana, Princess of Wales. Remembering her grace and compassion, Mayor Daley lauded the Princess for her tireless humanitarian efforts. Mayor Daley then observed that there does not exist a "proper" name to mourn the loss of a loved one. People grieve in different ways, the Mayor continued and stated that we as a society should not criticize, but rather should regret those differences.

PRESENTATION OF GRAFFITI BLASTERS OUTSTANDING
SERVICE AWARD TO MR. IRV KUPCINET.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, invited Mr. Irv Kupcinet to the Mayor's rostrum where he presented Mr. Kupcinet with the first annual "Graffiti Blasters" Outstanding Service Award for his exceptional contributions to the people of Chicago in the fight against graffiti vandalism.

Speaking from the Mayor's rostrum, Mr. Kupcinet, accompanied by Eileen Carey, Commissioner of Streets and Sanitation, thanked Mayor Daley and the City Council for the award.

Referred -- APPOINTMENT OF MR. EDWARD ALTMAN
AS COMMISSIONER OF DEPARTMENT OF FIRE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- I have appointed Edward Altman as Commissioner of the Fire Department.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 2, CHAPTER 120, SECTION 380
OF MUNICIPAL CODE OF CHICAGO TO INCLUDE
CHAIRMAN OF COMMITTEE ON PARKS
AND RECREATION AS MEMBER OF
CHICAGO PLAN COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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 the composition of the Plan Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 3 AND TITLE 10 OF
MUNICIPAL CODE OF CHICAGO RELATING TO
TELECOMMUNICATIONS INFRASTRUCTURE
MAINTENANCE FEES.

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

September 10, 1997.

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 relating to infrastructure maintenance fees for telecommunication providers.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT
WITH BLUE CROSS AND BLUE SHIELD OF ILLINOIS
FOR DEVELOPMENT AND OPERATION OF
RANDOLPH STREET PEDWAY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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 extension of the pedway to a new Blue Cross and Blue Shield facility.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR INDUSTRIAL RETENTION
AND EXPANSION LOAN FOR CHICAGO GEAR
D. O. JAMES CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an industrial retention and expansion loan for Chicago Gear D.O. James Corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTERGOVERN-
MENTAL AGREEMENT WITH CHICAGO SCHOOL REFORM
BOARD OF TRUSTEES CONCERNING LEVY OF
TAXES AND ISSUANCE OF BONDS FOR
BENEFIT OF CHICAGO PUBLIC
SCHOOLS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Education*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith an ordinance relating to bonding authority for the benefit of Chicago Public Schools.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR AMENDMENT OF LOAN
AGREEMENT WITH FAITH RESIDENCE
LIMITED PARTNERSHIP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

9/10/97

COMMUNICATIONS, ETC.

51001

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing an amended loan agreement with Faith Residence Limited Partnership.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF INDUSTRIAL
DEVELOPMENT BONDS FOR TRENDLER
COMPONENTS, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing issuance of Industrial Development Bonds for Trendler Components, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR INDUSTRIAL EXPANSION AND
RETENTION LOAN FOR TWIN AUTO PARTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an industrial expansion and retention loan for Twin Auto Parts.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- PROVISION FOR ISSUANCE OF SPECIAL FACILITY
REVENUE BONDS FOR SIGNATURE FLIGHT
SUPPORT-MIDWAY, INC.

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

9/10/97

COMMUNICATIONS, ETC.

51003

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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 providing for the issuance of Special Facility Revenue Bonds for the benefit of Signature Flight Support - Midway, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR LOAN TO
7901 SOUTH KINGSTON CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a loan to 7901 South Kingston Corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY
AT 5401 SOUTH PARKSIDE AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the acquisition of property at 5401 South Parkside Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

9/10/97

COMMUNICATIONS, ETC.

51005

Referred -- AUTHORIZATION FOR APPROPRIATION OF FUNDS
FOR VARIOUS MODEL INDUSTRIAL CORRIDORS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the appropriation of \$275,000 for various model industrial corridors.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF FEDERAL AND STATE GRANTS
FOR MAYOR'S OFFICE OF EMPLOYMENT
AND TRAINING.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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 relating to acceptance of federal and state grants.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REDEVELOPMENT OF WEST PULLMAN INDUSTRIAL
PARK CONSERVATION AREA IN ACCORDANCE
WITH INDUSTRIAL JOBS RECOVERY ACT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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 the redevelopment of the West Pullman Industrial Park Conservation Area in accordance with the Industrial Jobs Recovery Law.

9/10/97

COMMUNICATIONS, ETC.

51007

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF S. R. CROWN HALL ON ILLINOIS
INSTITUTE OF TECHNOLOGY CAMPUS AS
CHICAGO LANDMARK.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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 landmark designation for S. R. Crown Hall on the I. I. T. Campus.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF VARIOUS BUILDINGS WITHIN
BRONZEVILLE AREA AS CHICAGO LANDMARKS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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 concerning landmark designation of various buildings in Bronzeville.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- CREATION OF PROPERTY STABILIZATION FUND.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

9/10/97

COMMUNICATIONS, ETC.

51009

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance creating a property stabilization fund.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF TRANSFER OF PROPERTY
FROM PUBLIC BUILDING COMMISSION
OF CHICAGO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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 accepting the transfer of property from the Public Building Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY
FOR REHABILITATION OF SUBWAY AT NORTH CLARK
STREET AND WEST DIVISION STREET.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the acquisition of property for the Clark and Division subway rehabilitation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
SALE OF CITY PROPERTY TO PUBLIC BUILDING
COMMISSION OF CHICAGO FOR
KING-PRICE CAMPUS.

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*:

9/10/97

COMMUNICATIONS, ETC.

51011

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance amending a prior ordinance relating to the sale of city property to the Public Building Commission for the King-Price Campus.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF LAND AND
AWARD OF BENEFITS TO AUSTIN
LIGHTHOUSE L. L. C.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale of land and award of benefits to Austin Lighthouse, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF PROPERTY AND
AWARD OF BENEFITS TO LAKE SHORE/
NHS RENAISSANCE, L.L.C.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale of property and award of benefits to Lake Shore/NHS Renaissance, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF LAND AND AWARD
OF BENEFITS TO NEW HOMES FOR WEST HUMBOLDT
PARK JOINT VENTURE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale of land and award of benefits to New Homes for West Humboldt Park Joint Venture.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF LAND AND AWARD
OF BENEFITS TO PILSEN JOINT VENTURE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale of land and award of benefits to Pilsen Joint Venture.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF LAND AND AWARD
OF BENEFITS TO WOODLAWN JOINT VENTURE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale of land and award of benefits to Woodlawn Joint Venture.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF PROPERTY
WITHIN NORTH KENWOOD/OAKLAND
CONSERVATION AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the sale of a parcel in the North Kenwood/Oakland Conservation Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF PROPERTIES AT SUNDRY
LOCATIONS TO QUALIFIED PARTICIPANTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith thirty ordinances concerning the sale of various city properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- CONVEYANCE OF PROPERTY AT 3123 WEST FULTON
STREET TO INTERFAITH ORGANIZING PROJECT OF
GREATER CHICAGO.

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

9/10/97

COMMUNICATIONS, ETC.

51017

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the conveyance of property at 3123 West Fulton to Interfaith Organizing Project of Greater Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ISSUANCE OF LIQUOR LICENSE TO CHICAGO
CULTURAL 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 License and Consumer Protection:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Cultural Affairs, I transmit herewith an ordinance relating to the issuance of a liquor license at the Chicago Cultural Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF PUBLIC WAY
USE AGREEMENT WITH NEXTLINK.

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

September 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance authorizing the execution of a public way use agreement with Nextlink.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

Placed On File -- DOCUMENTS CONCERNING ISSUANCE
AND SALE OF COLLATERALIZED SINGLE-FAMILY
MORTGAGE REVENUE BONDS, SERIES
1997-A AND 1997-B.

A communication from Mr. Walter K. Knorr, Chief Financial Officer, under date of August 15, 1997, transmitting the Notification of Sale together with the Remarketing Agreement, Preliminary Remarketing Supplement and Remarketing Supplement concerning the issuance and sale of Collateralized Single-Family Mortgage Revenue Bonds, Series 1997-A and 1997-B, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE OF GENERAL
OBLIGATION CERTIFICATES (LIMITED TAX)
SERIES 1997.

A communication from Mr. Walter K. Knorr, Chief Financial Officer, under date of August 14, 1997, transmitting the Notification of Sale of General Obligation Certificates (Limited Tax) Series 1997, which was *Placed on File*.

Placed On File -- DETERMINATION CERTIFICATE CONCERNING
ISSUANCE AND SALE OF SUBORDINATE TAX INCREMENT
ALLOCATION NOTE (BRYN MAWR/BROADWAY
REDEVELOPMENT PROJECT) TAXABLE
SERIES 1997.

A communication from Mr. Walter K. Knorr, Chief Financial Officer, under date of July 31, 1997, transmitting the Determination Certificate

concerning the issuance and sale of Subordinate Tax Increment Allocation Note (Bryn Mawr/Broadway Redevelopment Project) Taxable Series 1997, as passed by the City Council on June 4, 1997, which was *Placed on File*.

Placed On File -- DOCUMENTS CONCERNING ISSUANCE AND
SALE OF CITY OF CHICAGO MULTI-FAMILY HOUSING
REVENUE NOTE, SERIES 1997-A (BRYN MAWR/
BELLE SHORE PROJECT).

A communication from Mr. Walter K. Knorr, Chief Financial Officer, under date of July 31, 1997, transmitting the Notification of Sale in addition to a copy of the Note Issuance Agreement concerning the issuance and sale of City of Chicago Multi-Family Housing Revenue Note, Series 1997-A (Bryn Mawr/Belle Shore Project) as passed by the City Council on June 4, 1997, which was *Placed on File*.

Placed On File -- DOCUMENTS CONCERNING ISSUANCE AND
SALE OF CITY OF CHICAGO MULTI-FAMILY HOUSING
REVENUE BONDS, SERIES 1997 (GNMA
COLLATERALIZED-BRYN MAWR/
BELLE SHORE PROJECT).

A communication from Mr. Walter K. Knorr, Chief Financial Officer, under date of July 31, 1997, transmitting the Notification of Sale in addition to copies of the Trust Indenture, Bond Purchase Agreement, Preliminary Official Statement and Official Statement, concerning the issuance and sale of City of Chicago Multi-Family Housing Revenue Bonds, Series 1997 (GNMA Collateralized-Bryn Mawr/Belle Shore Project) as passed by the City Council on June 4, 1997, which was *Placed on File*.

Placed On File -- LABORERS' AND RETIREMENT BOARD
EMPLOYEES' ANNUITY AND BENEFIT FUND
OF CHICAGO ACTUARIAL AND AUDIT
STATEMENTS FOR YEAR 1996.

A communication from Mr. James Capasso, Jr., Executive Director, Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, transmitting the actuarial and audit statements for the year 1996, which was *Placed on File*.

Placed On File -- NOTIFICATION AS TO DESIGNATION OF
MR. TARIQ MALHANCE AS PROXY TO AFFIX
SIGNATURE OF CHIEF FINANCIAL
OFFICER TO VARIOUS BONDS
AND CERTIFICATES.

A communication from Mr. Walter K. Knorr, Chief Financial Officer, designating Mr. Tariq Malhance, Deputy Comptroller, as his proxy to affix his signature to any document, agreement or other written instrument required to be signed by the Chief Financial Officer with respect to General Obligation Certificates (Limited Tax) Series 1997, Industrial Development Revenue Bonds, Series 1997 (Milex Products, Inc. Project), Building Acquisition Certificates, Series 1997, Collateralized Single-Family Mortgage Revenue Bonds, Series 1997-B, Water Revenue Bonds, Series 1997 and Wastewater Transmission Revenue Bonds, Series 1997, which was *Placed on File*.

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

Communications from Mr. Duane P. Carlson, P.E., District Engineer, under dates of August 19 and August 25, 1997, acknowledging that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on May 14, 1997 (involving expenditures of Motor Fuel Tax funds) as follows:

Authorization for allocation of Motor Fuel Tax funds for salt dome construction; and

Authorization for allocation of Motor Fuel Tax funds for vaulted sidewalks.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

July 30, 1997.
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on July 30, 1997 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on September 10, 1997 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 July 30, 1997 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.

August 21, 1997.
(Special Meeting)

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on August 21, 1997, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on September 10, 1997 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on August 21, 1997 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.

PUBLICATION OF SPECIAL PAMPHLETS.

*Authorization For Issuance Of Building
Acquisition Certificates,
Series 1997.*

The City Clerk informed the City Council that the ordinance authorizing the issuance of Building Acquisition Certificates, Series 1997 which was considered by the City Council on July 2, 1997 and which was requested to be published in pamphlet form, was published in pamphlet form on July 11, 1997 by being printed in full text in a special pamphlet, 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.

*Amendment Of Title 2, Chapter 32 Of Municipal
Code Of Chicago By Addition Of New Section
392 Concerning Municipal Debts
Of Public Employees.*

The City Clerk informed the City Council that the ordinance amending Title 2, Chapter 32 of the Municipal Code of Chicago by adding a new Section 392 concerning municipal debts of public employees which was considered by the City Council on July 30, 1997 and which was requested to be published in pamphlet form, was published in pamphlet form on August 1, 1997, by being printed in full text in a special pamphlet, 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.

*Authorization For Issuance Of City Of Chicago General
Obligation Certificates, Series 1997.*

The City Clerk informed the City Council that the ordinance authorizing the issuance of City of Chicago General Obligation Certificates, Series 1997

which was considered by the City Council on July 30, 1997 and which was requested to be published in pamphlet form, was published in pamphlet form on August 12, 1997, by being printed in full text in a special pamphlet, 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 (on duplicate) together with the proposed ordinances for amendments of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Atlantis Development, Ltd. -- to classify as a Residential Planned Development Number 398, as amended, instead of an M1-2 Restricted Manufacturing District and Residential Planned Development Number 398 the area shown on Map Number 9-G bounded by:

starting at a point being a line 91.12 feet north of and parallel to the north line of West Roscoe Street; a line 178.10 feet east of and parallel to the east line of North Racine Avenue; the north line of West Roscoe Street; and the east line of North Racine Avenue to the point of beginning.

Mr. Arturo Carrasco -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map Number 6-J bounded by:

a line 25.23 feet north of West 30th Street; South Lawndale Avenue; West 30th Street; and the alley next west of and parallel to South Lawndale Avenue.

Chicago Urban Properties, Inc. -- to classify as a Residential Commercial Planned Development instead of a C3-7 Commercial Manufacturing District the area shown on Map Number 1-F bounded by:

starting at a point being the south line of West Haddock Place; a line 80.96 feet east of the east line of North Wells Street running south to a point 81.07 feet east of the east line of North Wells Street at the north line of West Lake Street; the north line of West Lake Street; and the east line of North Wells Street to the point of beginning.

Mr. Michael Clarke, in care of Mr. John J. Pikarski, Jr. -- to classify as an R4 General Residence District instead of an R3 General Residence District in the area shown on Map Number 1-G bounded by:

the alley next north of West Huron Street; a line 25 feet east of and parallel to North Bishop Street; West Huron Street; and North Bishop Street.

Chicago Steak and Chop House, Inc., doing business as Cy's Steak and Chop House -- to classify as a B4-2 Restricted Service District instead of a B3-2 General Retail District the area shown on Map Number 11-H bounded by:

North Lincoln Avenue; West Warner Avenue; the alley next westerly of and parallel to North Lincoln Avenue; a line from a point 15.10 feet northerly of West Warner Avenue, as measured at the easterly right-of-way line of the alley next westerly of and parallel to North Lincoln Avenue; and to a point 77.85 feet northerly of West Warner Avenue as measured at the westerly right-of-way of North Lincoln Avenue and North Lincoln Avenue.

Diversified Real Estate Concepts, Inc. -- to classify as a Residential Planned Development Number ____, as amended, instead of a Residential Planned Development Number ____ the area shown on Map Number 1-G bounded by:

West Ohio Street, North Halsted Street; North Milwaukee Avenue; a line 267.94 feet northwesterly of the intersection of North Halsted -

Street and North Milwaukee Avenue as measured at the north right-of-way line of North Milwaukee Avenue and perpendicular thereto; and a line 159.01 feet west of and parallel to North Halsted Street.

Ms. Nikki Dumas, Ms. Louis Acerra and Ms. Mitchell Squire -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District in the area shown on Map Number 5-H bounded by:

the alley next north of West Wabansia Avenue; a line 24.2 feet west of North Winchester Avenue; West Wabansia Avenue; and a line 48 feet east of the alley next east of North Damen Avenue.

Four D Realty -- to classify as a C2-1 General Commercial District instead of an M2-4 General Manufacturing District the area shown on Map Number 1-G bounded by:

West Arbour Place; a line 195.95 feet west of North Ogden Avenue; a line 28.50 feet south of and parallel to West Arbour Place; a line 189.90 feet west of Ogden Avenue; a line 137 feet south of and parallel to West Arbour Place; North Ogden Avenue; a line 72.81 feet north of and parallel to West Carroll Avenue; West Carroll Avenue; North Loomis Street; a line 36 feet south of and parallel to West Arbour Place; a line 335.95 feet west of North Ogden Avenue; and West Arbour Place .

HLL Corporation -- to classify as an R4 General Residence District instead of an M2-2 General Manufacturing District and M3-2 Heavy Manufacturing District and then to further classify as a Residential Planned Development instead of an R4 General Residence District the area shown on Map Number 7-H bounded by:

a line from a point 499.52 feet north of West Diversey Parkway as measured along the west line of North Paulina Street running west 449.50 feet along a line forming an angle of 88 degrees, 2 minutes, 30 seconds (measured from south to west) with the west line of North Paulina Street, thence westerly along a curved line convex northwesterly tangent to the last described line and having a radius of 448.56 feet a distance of 50.03 feet to point of compound curve, thence southwesterly along a curved line convex northwesterly and having a radius of 170.21 feet a distance of 29.99 feet to a point of tendency, thence southerly 14.07 along a line tangent to last described line to the point of intersection with the east line of the right-of-way of the Chicago and Northwestern Railroad; the east line of the right-of-way of the Chicago and Northwestern Railroad; West Diversey Parkway; the alley next west of North Paulina Street; the alley next north of West Diversey Parkway; and North Paulina Street.

Mr. Stanley Horn and Ms. Linda Horn, in care of Wigoda & Wigoda -- to classify as an R4 General Residence District instead of a C1-3 Restricted Commerical District the area shown on Map Number 6-F bounded by:

a line from a point 40.05 feet south of West 27th Street as measured along the east line of the alley next west of South Wentworth Avenue, to a point 231.30 feet north of West 28th Place and 20 feet west of the west line of South Wentworth Avenue; a line 231.30 feet north of West 28th Place; South Wentworth Avenue; West 28th Place; and the alley next west of South Wentworth Avenue.

Mr. John Hundrieser -- to classify as a B5-3 General Service District instead of a B5-2 General Service District the area shown on Map Number 3-H bounded by:

North Milwaukee Avenue; North Wolcott Street; the alley southwest of and parallel to North Milwaukee Avenue; and a line 150 feet northwest of and parallel to North Wolcott Street.

J.L.B. Equities, Inc., in care of Wagner, Jepson & Associates -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map Number 6-F bounded by:

the alley next north of and parallel to West 22nd Place; a line 75 feet east of South Princeton Avenue; West 22nd Place; and South Princeton Avenue.

Kentucky Fried Chicken of California Inc., in care of Charity & Associates -- to classify as a B5-1 General Service District instead of a B2-1 Restricted Retail District the area shown on Map Number 5-M bounded by:

the alley next north of and parallel to West North Avenue; North McVicker Avenue; West North Avenue; and a line 132.57 feet west of North McVicker Avenue.

Landmark America, L.L.C., as contract purchaser, in care of Rudnick & Wolfe -- to classify as a B7-7 General Central Business District instead of a C3-5 Commercial-Manufacturing District, a B4-5 Restricted Service District and an M2-5 General Manufacturing District and then to further classify as a Planned Development instead of a B7-7 General Central Business District the area shown on Map Number 4-E bounded by:

a line approximately 100 feet south of and parallel to East Cullerton Street; the Illinois Central Railroad right-of-way; East Cermak Road; South Prairie Avenue; East 21st Street; and South Calumet Avenue.

Sam and Hodo Mehmeti -- to classify as a C3-3 Commercial-Manufacturing District instead of an M3-3 Heavy-Manufacturing District the area shown on Map Number 5-H bounded by:

the north branch of the Chicago River; North Ashland Avenue; West Webster Avenue; and the easterly line of the right-of-way of the Chicago & Northwestern Railroad.

Mr. Robert Michael and Mr. George Michael, in care of Mr. James J. Banks -- to classify as a B5-1 General Service District instead of an R2 Single-Family Residence District the area shown on Map Number 15-M bounded by:

North Elston Avenue; North Central Avenue; West Seminole Street; and North Parkside Avenue.

Nitols Associates, L.P. -- to classify as a B4-1 Restricted Service District instead of a B2-2 Restricted Retail District the area shown on Map Number 9-G bounded by:

North Ashland Avenue; the first public alley east of and parallel to North Ashland Avenue; the first public alley south of and parallel to West Irving Park Road; and a line 274 feet south of and parallel to West Irving Park Road.

Ontario and Kingsbury Partners -- to classify as a Residential Planned Development instead of a C3-5 Commercial-Manufacturing District the area shown on Map Number 1-F bounded by:

a point being 132.53 feet north of the north line of West Ontario Street; a line running northeast 77.70 feet; thence a line 182.74 feet north of and parallel to the north line of West Ohio Street running east for 163.0 feet to the east line of North Kingsbury Street; the west line of North Kingsbury Street running southeast; the north line of West Ohio Street running to the north branch of the Chicago River; and the east line of the north branch of the Chicago River to the point of beginning.

Mr. Enrico Plati -- to classify as a B4-4 Restricted Service District instead of a C2-3 General Commercial District the area shown on Map Number 1-G bounded by:

a point being a line 100 feet north of the north line of West Madison Street; the west line of North Peoria Street; the north line of West Madison Street; and the east line of North Sangamon Street to the point of beginning.

Thomas R. Remkus Loving Trust dated October 8, 1992 -- to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map Number 9-P bounded by:

the alley next north of and parallel to West Addison Street; a line 68.5 feet west of North Pioneer Avenue; West Addison Street; and a line 148.5 feet west of North Pioneer Avenue.

Rockwell Residential Partners, L.P. -- to classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map Number 5-I bounded by:

West Moffat Street; the public alley next east of and parallel to North Rockwell Street; the public alley next north of and parallel to West Bloomingdale Avenue; a line 190.25 feet east of and parallel to the west line of the public alley next east of and parallel to North Rockwell Street; a line 130 feet north of and parallel to West Bloomingdale Avenue; a line 324.25 feet east of and parallel to North Rockwell Street; West Bloomingdale Avenue; and North Rockwell Street.

South Shore West Joint Venture, in care of Lake Shore Development & Construction Company -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 18-D bounded by:

East 71st Street; a line 152.90 feet east of South Dorchester Avenue; a line from a point 50.48 feet south of East 71st Street and 152.90 feet east of South Dorchester Avenue; to a point 125 feet south of East 71st Street and 238.12 feet east of South Dorchester Avenue; a line 125 feet south of South Dorchester Avenue; a line from a point 125 feet south of East 71st Street and 81.16 feet east of South Dorchester Avenue, to a point 45.93 feet south of East 71st Street and the easterly right-of-way line of South Dorchester Avenue; a line 45.93 feet south of East 71st Street; and South Dorchester Avenue.

South Shore West Joint Venture, in care of Lakeshore Development & Construction Company -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 18-D bounded by:

East 72nd Street; South Blackstone Avenue; a line 125.00 feet south of East 72nd Street; and a line 121.99 feet west of South Blackstone Avenue.

South Shore West Joint Venture, in care of Lakeshore Development & Construction Company -- to classify as an R4 General Residence District instead of a C2-2 General Commercial District the area shown on Map Number 18-D bounded by:

the alley next north of and parallel to East 72nd Place; a line 176.4 feet east of South Blackstone Avenue; East 72nd Place; a line 175 feet east of South Blackstone Avenue; the alley next south of and parallel to East 72nd Place; and South Blackstone Avenue (point of beginning).

1895 -- 1913 North Milwaukee Joint Venture, in care of Matanky Realty Group -- to classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 5-H bounded by:

a line perpendicular to North Milwaukee Avenue and 336 feet northwest of the west line of North Oakley Avenue at its intersection with and as measured along the northeast line of North Milwaukee Avenue; North Milwaukee Avenue; a line perpendicular to North Milwaukee Avenue and 556 feet northwest of the west line of North Oakley Avenue at its intersection with and as measured along the northeast line of North Milwaukee Avenue; and the alley next northeast of and parallel to North Milwaukee Avenue.

7901 South Kingston Corporation -- to classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District in the area shown on Map Number 20-B bounded by:

East 79th Street; a line 82.25 feet east of South Kingston Avenue; the alley next south of and parallel to East 79th Street; and South Kingston 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:

Abajian Michelle A., Alexander Ceal E., Allstate Insurance Company (6) Johnnie L. Brown, Marie B. Dillon, Emma Edwards, Wiley Gadson, Louis Miofsky and Philip A. Toth, Alves Lynee D., American Country Insurance Company (2) Joseph Hinton and Yong Han Lee, American Family Insurance Group and Elizabeth Feddor, American Service Insurance Company (2) Eugene Frankowski and Joe Myles, American States Insurance and Guy Dadario, Ammons Alyse M., Anderson Ivy, Arbieva Zarema H.;

Bailey Julia A., Bailey Lacey R., Bank of Elmhurst and Joseph Krueger, Berry Wilmer, Billington Diane Olga, Binkowski Janusz, Blair Audrey R., Blakely Dorva M., Boatner Samuel, Bonds Suzanne M., Bowen Jimmy D., Brooks Jesse, Brooks Kevin G., Brown Norman E., Brown Shelia D., Bujan John J., Butler Milton L., Butts Verrod W.;

Camp Minnie P., Carrine Purnell, Carus Donna L., Casillas Daniel J., Cater Catledge Darren, John L., Ceballos Julio, Century 21 Catalano Ltd. and Frank Gonzalez (Owner), Chavez Cheryl M., Cirrincione Frank P., Citow Jonathan S., Coleman Mildred, Collins Robert P., Collins Selena M., Conoboy Michael, Conostas Christos, Crawford Sadia;

Davis Shirley M., Delgado Gabriel, Dennis Carmen Y., Diamantides Annie, Donald Sherri L., Dornhecker Scott A., Doron Clois W.;

Edwards Georgiann, Egans Lorene;

Fajardo Edward J., Farmers Insurance Company and Joyce Haynes, Farmers Insurance Group and Andrew Finley, Fondas Xeno;

Gavrilescu Elena, Gallimore Lenord G., Geter Rudolph, Ghanayem Amin S., Gintilas Bernice L., Goldman Gary Alan, Gonzales Michael A., Gottschalk Peter S., Grexa Lillie G.;

Hadas Csaba, Halton Michael H., Hamalis Perry T. and Pat S., Hardaway Walter, Jr., Hardimon Oliver L., Haynes Deborah M., Hayosh Mark A., Hervai Karl P.;

Illinois Founders Insurance Company and Ramiro Castro, Ingram Debra A.;

James Michael, Janger Richard K., Jett Spencer Lloyd, Johnson Marjorie, Johnson Robert C., Jones Anita D., Jones Valerie S.;

Kactus Korral, Inc., Kargakis Demetra T., Keith Cynthia L., Kellum Reba, Kinney James T., Krol Helen C., Kubal Joan, Kulbay Ozgur (in care of Zuhal Rehak), Kullman James R., Kyle Michael;

La Grou Distribution System, Landau Tal, Latham Joseph C., Leggs Myra L., Lidsky Jerry D., Litsos Georgia, Lopez Zoila R., Luecker Loretta P.;

Madlock Cornell, Malik Jerome R., Malik Pervaz, Marshall June, Martinez Franky, Martinez Jose L. Jr., Matela Marian, Matthews William, Mayes Myrtle, Mayfield Raynard, Jr., Maymi Carmelo, McIntosh Charles E., Mecklenbury George, Mercury Insurance Group and Mark Hader, Miesnieks Gunar and Marie, Miller Kenneth H., Mizhquibi Victor M., Moore Edna, Morelos Jesus M.;

Nationwide Mutual Insurance and Jack and Alice Meeks, Newsome Charlotte, Newson Ora M., Ng Richard H.;

Pappas Peter E., Patel Kanta B., Patino Frederico, Patterson Deborah L., Peck Richard, Pellegrino William J., Peoples Gas Light and Coke Company (46), Perez Reynaldo, Perkins Scott D., Peterson James T., PHH Vehicle Management Services, Polk Sharon, Pollak Richard K.;

Racila Karen, Ramirez Elizabeth, Ranson Teddy, Reyes Noel, Roberts John E., Robinson Doris M., Robinson Jarvis J., Rowan Terrance M.;

Safeco Insurance Company and John T. Szymanski, Sander Michelle Ruth, Santos Pablo C., Savely John C., Scott Mel M., Segert Lee Allen, Serafin Klaudia, Silverstein Cary M., St. Paul Insurance Company (2) Margaret and Allen Bernthal and Joseph and Kathy Shortino, State Farm Insurance Company (15) Rafael Arenas, Diana and Raymond Berdecia, Lloyd A. Bingham, Scott Brown, Sandra Clark, George Hanley, Arnold Hodo, Susan and Bernard Leavy, John P. Nihizer, Isabel Prado, Norma Rodriguez, Lucie G. Struple, Keirk Tran and Shelia Warren Ward, William and Catherine A. Wimet, Stinson Charles E., Swope Anthony B., Sylvester Paul F.;

Tacderas Samuel K., Tatum Aldonia, Taylor Stephanie J., Terry Valton K., Thezan Tracy M., Thomas Luke R., Thompson Muriel C., Tillotson Edith B., Torres Froylan, Tountas Nick, Toys "R" Us, Inc., Tozzi Christine M., Trychta Thaddeus S.;

Universal Casualty Company (6) Janet Catledge, Carl Crawford, Juana Orozco, Oswald Resendiz, Dwayne Ross and Randy Smith;

Vance Thelma and Edward, Vargas Sandra B., Velez José A., Vickerstaff Michael, Villarreal Amalia, Vrehas Patricia D.;

Warshell Lori S., Wagner Scott J., Ward James, Williams Joyce, Woronecki Tadeusz;

Zanubi Bijan, Zavala Gloria N., Zeilermeir Gale M., Zinn Leo M..

WATER DAMAGE CLAIMS.

Acree Margaret L., Adams Barbara, Adams Maude, Adams Minnie Mae, Akmed Syed N., Alcauter Martin and Maria, Alexander Pearl, Allen Alberta A., Allen Rose M., Allison Daniel, Anderson Charles and Bertha, Anderson Robert L., Anthony Annie L., Armstrong Shirley A., Arter Scott, Ashley Debra, Avila Martin;

Baftijari Enver, Baggett Pearl E., Bailey Betty Jean, Bailey Sid W., Baker Betty A., Baker, Diana L., Banks Kathleen, Barnes Sophronia, Bell Gloria J., Bell Marc E., Bennett Celeste, Billingsley Dorothy J., Blackmon, Sr. Willie G., Blake Angela D., Blue Johnnie and Dollie, Bone Samuel L., Boner Julia, Booker Mary, Boone Daniel L., Boston Norris, Bradley Ricardo A., Brandon Willie and Dorothy, Branson Emma, Brantley Mary D., Brewer Linda M., Bronson John W., Brown Cassandar, Brown Daisy, Brown Diane, Brown Henrietta, Brown Johnny C., Brown Linda S., Brown Mamie, Brown Jr. Roland, Brown Yolanda, Buggs George, Burks Allie, Burnett Bobby L., Butler Hattie;

Cage James I., Caldwell David S., Callico Yolanda P., Calloway Rose L., Calswell Carolyn P., Campos Glenn A., Carter Elnora, Cater Howard and Guestine, Carwell Curtis, Charelston Cleophus, Cherry Lenwood and Viola, Clark Dion, Climons Rosie L., Cogshell Carolyn, Cole David J., Colebrook Willie M., Coneal Jewell, Corras Thelma O., Courts Willie L., Cox Annal, Cox Annie E., Crawford Sam L., Crockrom Wayne and Cynthia, Cubie Walter;

Daniel Dorothy, Davis Alzine, Davis Darrell and Jacqueline, Davis Johnnie, Davis Lela M., Dawkins Teretha M., DelGadillo, Edda A., Dixon, Lillie P., Donald Louis and Barbara, Donaldson Barbara A., Dortch Latrena, Douglas Johnnie M., Dunson Henry, Dye Willie J., Dykas Felix J.;

Eddings Erma J. and Simon, Jr., Elery Barbara A., Evans Hurtistine, Evans Shiley A.;

Finch Laura A., Fisher Juanita, Floyd Morris, Foney Loretta A., Ford Elizabeth J., Forrest James E., Fountain J. D., Foy Patricia A.;

Gibson Lucille, Gill Matthew, Gonzales Carmen L., Gordon Bessie M., Graham Lola Y., Granger Wynetta J., Grant Oscar B., Greco Dennis I., Greer Rose L., Griffin James E., Gulley Josephine, Guy Ruthie L.;

Hadley Dorothy, Haralson Pearlene, Hargewood Richard, Harris Gaynell C., Harris Johnny L., Hatley Caldonia, Henderson Charlie J., Henderson Lisia M., Hereford James, Hernandez Evan N., Hicks Harvey and Jacqueline, Himes Louis, Hinkle Roger L., Hoard Diana, Hobbs Mildred L., Holcomb Billy R., Hollister Benice, Holloway Ronnie, Holmes Earl and Banks Shirley J., Holt Barbara M., Honorable Ruby J., Hosch Martha, Howard Linda, Hughes Stephen and Cynthia, Huguley Lander

Irby Brenda F.;

Jackson Charles and Cynthia, Jackson Dorothy, Jackson Laverne Y., Jackson Levella, Jackson Nathaniel, Jackson Shirley M., James Jessie, Jaramillo Alejandro D., Jarrett Marvin W., Jenkins Eli, John-Charles Richard, Johnson Betty, Johnson Eugene, Johnson Jessie, Johnson Mary, Johnson Paula L., Johnson Pearl M., Johnson Willie and Laverne, Jones Greg and Joyce, Jones Jr. McKinley and Christine, Jones Sandra E., Jones Willie and Ruthie, Jordon Charles and Lillie;

Keaton Katherine, Kelly Frances, Kemp Georgene, Keys Darlene, King Willie;

Lamar Josephine, Lambert Edna, Lee Ora, Ligon Martha, Lindsey Elaine E., Little John, Lindsey Elaine E., Lockhart Elizabeth (2), Lopez Esperanza, Louis Mary, Lynch Dorrel C., Lynch Jeanette E., Lynom Beatrice;

Macias Jose J. M., Maloy April M., Manning Billy J., Mansell Hatch W., Marjorie Milan, Mark Polly A., Martin Eddie D., Mason Rubie, Matthews Nellie B., Matthews Tenisha and Errol, Maxwell Ruby, McClellan Willie C., McClendon Joe, McCowan Gertrude, McCowan Johnnie M., McKinley Melton, McKinney Clyde E., McKinney Gilbert E., Medina Jorge L., Meeks Lois V., Metts Addie L. (2), Metts Addie L., Metts-Davis Lillie A., Metts Vonceil, Miller Barbara J., Miller Mary, Milton Jimmie, Milton Myrtis C., Mingo Minnie, Minor Christine, Mixon Helen E., Montgomery Carrie C.,

Moore Bonnie, Moore-Gardner Patricia A., Moore James W., Moore Nathaniel M., Morales Maria G., Morelos Jesus M., Morrow Reginald J., Moss Sylvia, Muro Jessie M., Murray Johnny, Murray Michelle, Myles Eliza;

Nagpal Maria L., Nawls, Keith, Neal Spencer, Nelson Betty J., Newson Jim, Nichols Doris M., Nicholson Mary (2), Nickel Donald J., Norris Corrine, Norwood Frank;

Olea Manuel D., O'Quinn Ormon H., O'Neal Frankie M., Osborne Charlie L., Osborne Rosie L., Owens Bernice;

Pamias Felix, Pate Doris A., Patterson Daniel, Patton Georgia A., Peele Barbara S., Pepper Thomas M., Pernell Jr., Johnnie, Picken Mattie, Pickens Quitman O., Pigram Treasie, Plaza Hector, Polk Margie, Porter Arthur and Vennesser, Potts Brenda, Price Irma, Price Norma J., Prince Patricia E., Purnell William C.;

Qualls Ronald;

Ragan Elmore, Ramsey Alex and Gwendolyn, Ramsey Lillian, Randall Charles A., Randle Queenie, Rayford Patricia A., Rayner Joey W., Reed Bennie G., Reed James T., Reggans Annie R., Reid Julia, Reneau Howell B., Reneau Thomas B., Respeto Alicia, Reynolds Milagro, Rivera Milagro, Roberts-Smith Vimiann T., Robinson Helen, Robinson Jesse M., Robinson Lawrence, Romar Eddie, Ross Garland S., Ruffin Earline, Ruiz Andres, Rupert Mary L., Russell Dwaine C., Russell Ethel;

Saffold Alberto, Sallie Billy and Mary, Sanders A.C., Sanders Kerwyn, Saulsberry Sandra and Willie, Savage Tammie A., Scott Betty D., Seaberry Rose M., Seltzer Myron D., Shaw Elizabeth, Sheriff Beulah, Sherry Malone, Shorter Marida G., Sieja Stephanie, Simmons Mary Ann, Sivals Willie M., Slaughter Martha A., Sledge Sally Ruth, Smith Johnnie E., Smith Katherine, Smith Leola, Smith Mary L., Smith Willie S., Snow Lavonne, Spencer Gwendolyn, Stanford Ozzie L., Stewart Anne S., Stiff James H., Stigall Willie, Stokes Tonya D., Stoniback Asamale, Sturkey Lillie and Joel, Sweezer Rory and Doloris;

Tate Lula B.,Tates Linda S., Taylor Collins M., Taylor Patricia A., Taylor Patricia A., Taylor William, Thach Sonete, Thomas Bertha F., Thomas Carrie M., Thomas Dorothy, Thomas Jackie, Thomas Winifred L., Thompson

Hubbert L., Thorns Timothy and Rochelle, Thornton Jake, Thornton Molivna, Thornton Roberta, Tisdale Arthur L., Tolliver Melva and Samuel, Tucker Sheila R., Tyler Sally;

Vargas Hector L., Vaughn Catherine, Vidal Romulo R.;

Ward Cynthia, Ward Dorothy, Warden Annie M., Walton Clara, Washington Dorothy J., Washington Susie, Watkins Nadine, Watts James, Watts Jerry L., Watts Tonisa, Wayne Jack (7), Weathers Idal, Weatherspoon Castella, Wells Sam, Wesley Andrew, Westmoreland Morris T., Wheeler Izella, White Dorothy J., White John, Wiekerson Edward and Sandra C.D., Williams Burnis J., Williams Diane, Williams James H., Williams Jimmie L., Williams Josephine L., Williams Mary F., Williams Pamela D., Williams Rosie M., Wilson Craig B., Wilson Eddie M., Wilson Gloria D., Wilson Mattie, Windmon John C., Winfield Miranda, Winifred Coleman A., Wladysxaw Giedrojc, Wonsey Richard S., Woodruff Charles E., Wordlaw Frances D., Wright Ann, Wright Ethel;

Young Linda.

Referred -- CERTIFICATION AS TO AMOUNT OF CITY'S
CONTRIBUTION TO MUNICIPAL EMPLOYEES'
ANNUITY AND BENEFIT FUND
OF CHICAGO.

A communication from Mr. James L. Stack, Executive Director, Municipal Employees' Annuity and Benefit Fund of Chicago, transmitting a certified copy of a resolution adopted by the board as to the amount of the city's contribution for the year 1998, which was *Referred to the Committee on Finance*.

Referred -- CERTIFICATION AS TO AMOUNT OF CITY'S
CONTRIBUTION TO LABORERS' RETIREMENT
BOARD EMPLOYEES' ANNUITY AND
BENEFIT FUND OF CHICAGO.

A communication from Mr. James Capasso, Jr., Executive Director, Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, transmitting a certified copy of a resolution adopted by the board as to the amount of the city's contribution for the year 1998, which was *Referred to the Committee on Finance*.

Referred -- CORRECTIONS TO OFFICIAL JOURNAL OF
THE PROCEEDINGS OF THE CITY COUNCIL.

Two corrections to the printed Official Journal of the Proceedings of the City Council for the regular meetings held on Wednesday, December 11, 1996 and Wednesday, July 2, 1997, received by the Office of the City Clerk from Alderman Ocasio (26th Ward) and Alderman Schulter (47th Ward), respectively, which were *Referred to the Committee on Committees, Rules and Ethics*.

Referred -- RECOMMENDATIONS BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF VARIOUS
STRUCTURES AS CHICAGO LANDMARKS.

Two communications from Mr. Charles Thurow, Deputy Commissioner, Landmarks Division, Department of Planning and Development, under the

dates of August 28 and September 5, 1997 transmitting recommendations that the S. R. Crown Hall on the campus of the Illinois Institute of Technology and the Black Metropolis Landmark District be designated as Chicago landmarks, which were *Referred to the Committee on Historical Landmark Preservations.*

Referred -- DESIGNATION OF AUGUST 24 THROUGH OCTOBER 24, 1997 AS "DESCENDANTS OF SLAVES AWARENESS TIME IN CHICAGO".

A resolution submitted by Ms. EvAngel Mama Dee requesting the designation of August 24 through October 24, 1997 as "Descendants of Slaves Awareness Time in Chicago" which was *Referred to the Committee on Human Relations.*

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF 59TH STREET AS "HALLELUYAH HIGHWAY".

A resolution submitted by Ms. EvAngel Mama Dee requesting the honorary designation of 59th Street, from South Lake Shore Drive to South Cicero Avenue, as "Halleluyah Highway" which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR ALLEY IMPROVEMENTS.

The City Clerk transmitted the following communication addressed to

him under the date of August 4, 1997, signed by Mr. Morgan P. Connolly, Superintendent, Board of Local Improvements, Department of Transportation, which was together with the proposed ordinances transmitted therewith, *Referred to the Committee on Transportation and Public Way:*

Ward	Location
6	East 71st Street, East 72nd Street, South Indiana Avenue and South Michigan Avenue;
6	East 80th Street, East 81st Street, South Calumet Avenue and South Prairie Avenue;
8	East 76th Street, East 77th Street, South Chappel Avenue and South Jeffery Avenue;
8	East 78th Street, East 79th Street, South Crandon Avenue and South Luella Avenue;
8	East 78th Street, East 79th Street, South Oglesby Avenue and South Crandon Avenue;
8	East 90th Street, East 91st Street, South Ridgeland Avenue and South East End Avenue;
8	East 91st Street, East 92nd Street, South Blackstone Avenue and South Dante Avenue;
8	East 92nd Street, East 93rd Street, South Dobson Avenue and South Ellis Avenue;
8	East 92nd Street, East 93rd Street, South Ellis Avenue and South Drexel Avenue;

Ward	Location
8	East 98th Street, East 99th Street, South Woodlawn Avenue and South University Avenue;
9	East 109th Street, East 110th Street, South Edbrooke Avenue and South Michigan Avenue;
18	West 81st Place, West 82nd Street, South Maplewood Avenue and South Talman Avenue;
18	West 81st Street, West 82nd Street, South Artesian Avenue and South Campbell Avenue;
19	West 81st Place, West 82nd Street, South Artesian Avenue and South Campbell Avenue;
19	West 99th Street, West 100th Street, South Artesian Avenue and South Campbell Avenue;
19	West 99th Street, West 100th Street, South Winchester Avenue and South Damen Avenue;
19	West 104th Street, West 105th Street, South Campbell Avenue and South Maplewood Avenue;
19	West 105th Street, West 106th Street, South Bell Avenue and South Oakley Avenue;
19	West 111th Street, West 112th Street, South Campbell Avenue and South Maplewood Avenue;
21	West 90th Street, C.R.I. & P. R.R., South Wallace Street and South Lowe Avenue;

Ward	Location
22	West 32nd Street, West 33rd Street, South Hamlin Avenue and South Avers Avenue;
34	West 103rd Street, West 104th Street, South Morgan Street and South Aberdeen Street;
34	West 112th Street, West 113th Street, South Parnell Avenue and South Wallace Street;
34	West 120th Street, I.C. R.R., South Parnell Avenue and South Wallace Street;
39	North Leoti Avenue, North Caldwell Avenue, North Legett Avenue and North Lenox Avenue;
39	West Thorndale Avenue, North Rogers Avenue, North Kenneth Avenue and North Kilbourn Avenue;
41	West Farragut Avenue, West Foster Avenue, North Nordica Avenue and North Mont Clare Avenue;
41	West Gregory Street, West Catalpa Avenue, North Neenah Avenue and North Nashville Avenue;
41	North Oneida Avenue, West Devon Avenue, North Olympia Avenue and North Oxford Avenue;
41	West Palatine Avenue, West Clarence Avenue, North Overhill Avenue and North Canfield Avenue;
41	West Strong Street, West Gunnison Street, North Oak Park Avenue and North Newcastle Avenue.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**REAPPOINTMENT OF MR. JORGE CABALLERO AS
MEMBER OF CHICAGO CABLE COMMISSION.**

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Jorge Caballero as a member of the Chicago Cable Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment 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 the said proposed reappointment of Mr. Jorge Caballero as a member of the Chicago Cable Commission was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF MR. ENRICO J. MIRABELLI AS
MEMBER OF PERSONNEL BOARD.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Enrico J. Mirabelli as a member of the Personnel Board, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed appointment of Mr. Enrico J. Mirabelli as a member of the Personnel Board was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF MS. EMILY L. BARR AS MEMBER OF
STATE STREET MALL COMMISSION.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Emily L. Barr as a member of the State Street Mall Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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 the said proposed appointment of Ms. Emily L. Barr as a member of the State Street Mall Commission was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF MS. MARIA V. MELIDIS AND MS. EVE MORAN
AS MEMBERS OF GREEKTOWN/HALSTED
STREET COMMISSION.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Maria V. Melidis and Eve Moran as members of the Greektown/Halsted Street Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments 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 the said proposed appointments of Ms. Maria V. Melidis and Ms. Eve Moran as members of the Greektown/Halsted Street Commission were *Approved* by yeas and nays as follows:

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

Nays -- None.

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

PROPERTY AT 2555 SOUTH LEAVITT 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, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) tax incentive classification for the property located at 2555 South Leavitt Street pursuant to the Cook County Real Property Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said resolution as adopted:

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

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

WHEREAS, The property is located within the State of Illinois, City of Chicago, Enterprise Zone Number 1 and the purposes of an enterprise zone are the stimulation of economic activity and the revitalization of neighborhoods; 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 necessary and appropriate for the real estate tax reduction incentive; and

WHEREAS, Mack Chicago Corp. (the "Tenant") of a site located at 2555 South Leavitt Street, Chicago, Illinois (hereinafter referred to as the "Subject Property"), will undertake a program of new construction which will provide an additional one hundred thousand (100,000) square feet of warehouse space and retain the employment of at least two hundred (200) full time workers with the expectation that the project and property would be eligible for Class 6(b) real estate tax reduction incentive pursuant to the Cook County Real Property Classification Ordinance, as amended; and

WHEREAS, The Tenant intends to file with the Office of the Assessor of Cook County an eligibility application for Class 6(b) classification; and

WHEREAS, The Subject Property will be utilized for industrial purposes as Mack Chicago Corp. is engaged in the manufacturing of corrugated boxes; and

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

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

WHEREAS, The Permanent Real Estate Index Numbers for the Subject Property are 17-30-300-021-0000, 17-30-300-022-0000, and 17-30-300-035-0000; and

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

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

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

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction of the site located at 2555 South Leavitt Street, Chicago, Illinois; 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) real estate tax incentive shall apply to the property identified as Permanent Real Estate Index Numbers 17-30-300-021-0000, 17-30-300-022-0000 and 17-30-300-035-0000; and

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

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

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO AND EXECUTE SETTLEMENT AGREEMENTS
REGARDING ESTATE OF NAOMI AMORA V. CITY
OF CHICAGO AND WILLIE HAYNES V.
CITY OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two orders authorizing the Corporation Counsel to enter into and execute settlement orders in the following cases:

- A. *Estate Of Naomi Amora v. City Of Chicago*, 92 L 2556 in the amount of \$150,000; and
- B. *Willie Haynes v. City Of Chicago*, 96 L 12841 (previously 89 L 5927) in the amount of \$135,000,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Estate Of Naomi Amora V. City Of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Estate Of Naomi Amora v. City Of Chicago*, 92 L 2556 in the amount of \$150,000.

Willie Haynes V. City Of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Willie Haynes v. City Of Chicago*, 96 L 12841 (previously 89 L 5927) in the amount of \$135,000.

TAX LEVY REQUIREMENTS FOR FIREMEN'S ANNUITY
AND BENEFIT FUND OF CHICAGO
FOR YEAR 1998.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution from the Trustees of the Firemen's Annuity and Benefit Fund of Chicago concerning the 1998 tax levy requirements in the amount of \$48,329,000, having had the same under advisement, begs leave to report and recommend

that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, At the regular monthly meeting scheduled June 18, 1997, Meeting Number 798, William Wilkinson, Secretary of the Fund, presented letter recommendations dated June 11, 1997, from the Fund's Actuary, Donald Campbell, for the tax requirements of the fund for the year 1998, in the amount of Forty-eight Million Three Hundred Twenty-nine Thousand Dollars (\$48,329,000) based upon the following determinations:

The total amount should be One Hundred Seven Million One Hundred Seventy-six Thousand Dollars (\$107,176,000). This amount is equal to five and two one-hundredths (5.02) times the total contributions made by employees in the year 1996 plus an amount of One Hundred Forty-two Thousand Dollars (\$142,000) for death benefits. The multiple of five and two one-hundredths (5.02) is the minimum necessary to maintain the fund on an actuarial basis without allowing the unfunded liability to increase. A discussion is found in the latest actuarial report. The distribution of this amount is as follows:

City Contributions For:	Amount
Firemen	\$24,609,000
Wives	5,752,000
Expense	5,933,000
Children	737,000
Ordinary Disability Benefits	0
Duty Disability, Supplemental and Compensation	13,991,000
Occupational Disability Benefits	6,498,000
Health Insurance Supplement	2,103,000
Purposes of Article 6-171	<u>47,411,000</u>
Total:	\$107,034,000
Plus Levy for Death Benefits	<u>142,000</u>
 TOTAL CITY CONTRIBUTIONS:	 <u>\$107,176,000</u>

; and

WHEREAS, The maximum tax levy authorized by Section 6-165 of the Act limits the amount of tax to an amount equal to two and twenty-six one-hundredths (2.26) times the total amount contributed by the employees in 1996 plus an amount of One Hundred Forty-two Thousand Dollars (\$142,000) for death benefits. This maximum necessitates a reduction in City Contributions stated above so that the maximum amount of authorized tax levy would be Forty-eight Million Three Hundred Twenty-nine Thousand Dollars (\$48,329,000) the distribution of which would be as follows:

City Contribution For:	Amount
Firemen	\$24,609,000
Wives	5,752,000
Expense	5,933,000
Children	737,000
Ordinary Disability Benefits	0
Duty Disability, Supplemental and Compensation	13,991,000
Occupational Disability Benefits	6,498,000
Health Insurance Supplement	2,103,000
Purposes of Article 6-171	<u>11,436,000</u>
Total:	\$48,187,000
Plus Levy for Death Benefits	<u>142,000</u>
TOTAL CITY CONTRIBUTIONS:	\$48,329,000

; now, therefore,

Be It Resolved, That pursuant to the provisions of an Act of the General Assembly of Illinois, approved June 12, 1931, in force July 1, 1931, entitled "An Act to Provide for the Creation, Setting Apart, Maintenance and Administration of a Firemen's Annuity and Benefit Fund in Cities Having a Population Exceeding Five Hundred Thousand Inhabitants," as amended and codified, the Retirement Board of the Firemen's Annuity and Benefit Fund of the City of Chicago has certified to the City Council of the City of Chicago that the sum which will be required to be contributed by the City for purposes of this Fund for the year 1997 in accordance with the provisions of the aforesaid Act and for which a tax is to be levied under the provisions of the aforesaid Act, for the purpose of providing revenue for this Annuity and Benefit Fund is Forty-eight Million Three Hundred Twenty-nine Thousand Dollars (\$48,329,000).

TAX LEVY REQUIREMENTS FOR LABORERS' AND RETIREMENT
BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND
OF CHICAGO FOR YEAR 1998.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution from the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago concerning the 1998 tax levy, in the amount of \$19,757,400, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Section 11-169 of the Act governing the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago provides that the amount of the taxes required to be levied in each year for the purposes of said Fund shall be certified to the City Council by the Retirement Board of said Fund; now, therefore,

Be It Resolved, That pursuant to the provisions of an Act of the General Assembly of Illinois, approved March 18, 1963, in force July 1, 1963, entitled "The Illinois Pension Code", as amended, the Retirement Board of the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago has certified that the sum which will be required to be contributed by the City for the purposes of this Fund for the year 1998 in accordance with the provisions of providing revenue for the annuity and benefit fund is Nineteen Million Seven Hundred Fifty-seven Thousand Four Hundred and no/100 Dollars (\$19,757,400.00), which is one and thirty-seven one-hundredths (1.37) times the amounts contributed by the employees for the year 1996.

TAX LEVY REQUIREMENTS FOR MUNICIPAL EMPLOYEES'
ANNUITY AND BENEFIT FUND OF CHICAGO
FOR YEAR 1998.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution from the Municipal Employees' Annuity and Benefit Fund of Chicago concerning the 1998 tax levy, in the amount of \$159,082,100, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Section 8-173 of the "Illinois Pension Code" relating to the Municipal Employees', Officers and Officials' Annuity and Benefit Fund of Chicago provides that the amount of the tax required in each year for the purpose of said Fund shall be certified to the City Council by the Retirement Board of said Fund; now, therefore,

Be It Resolved, That pursuant to the provisions of an Act of the General Assembly of Illinois, approved March 18, 1963, in force July 1, 1963, entitled "The Illinois Pension Code", as amended, the Retirement Board of the aforesaid Fund has certified to the City Council of the City of Chicago that the sum which will be required to be contributed by the City for the purposes of this Fund for the year 1998, in accordance with the provisions of the aforesaid Act, and for which a tax is required to be levied under the provisions of the aforesaid Act, for the purpose of providing revenue for this Annuity and Benefit Fund, is One Hundred Fifty-nine Million Eighty-two Thousand One Hundred and no/100 Dollars (\$159,082,100.00).

TAX LEVY REQUIREMENTS FOR POLICEMEN'S
ANNUITY AND BENEFIT FUND OF CHICAGO
FOR YEAR 1998.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution from the Retirement Board of the Policemen's Annuity and Benefit Fund of the City of Chicago concerning the 1998 tax levy in the amount of \$118,637,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Illinois Pension Code 40 ILCS Article 5 thereof governs this Policemen's Annuity and Benefit Fund of Chicago; and

WHEREAS, Section 5-168 thereof provides in part that beginning with the year 1982 and each year thereafter the City Council shall levy a tax annually at a rate on the dollar of the assessed valuation of all taxable property that will reduce when extended an amount not to exceed the total amount of contributions by the policemen to the fund made in the calendar year two (2) years before the year for which the applicable annual tax is levied multiplied by 2.00; and

WHEREAS, Section 5-168 further provides that the amount of the taxes required to be levied in each year for the purposes of said fund shall be certified to the City Council by the Retirement Board of said fund; and

WHEREAS, The Board has computed that the amounts necessary for the purpose of this fund to be credited to the reserves established and maintained within the fund shall be in the amount of One Hundred Sixty-eight Million Fifty-one Thousand One Hundred Thirty-seven and no/100 Dollars (\$168,051,137.00); and

WHEREAS, A tax levy based on a 2.00 multiplier set forth in Section 5-168 produces a sum of One Hundred Eighteen Million Six Hundred Thirty-seven Thousand and no/100 Dollars (\$118,637,000.00); and

WHEREAS, Recognizing the 2.00 statutory multiplier produces an underfunding result and limits the Board's request for funding; now, therefore,

Be It Resolved, That pursuant to the provisions of Public Act 89-12 of the General Assembly of Illinois, approved April 20, 1995, in force April 20, 1995, entitled "The Illinois Pension Code" as amended, the Retirement Board of the Policemen's Annuity and Benefit Fund of the City of Chicago has certified to the City Council of the City of Chicago that the amount of the tax to be levied pursuant to the statutory requirements provided in Section 5-168 of the Illinois Pension Code (440 ILCS 5/5-168) (from Illinois Revised Statutes, Chapter 108 $\frac{1}{2}$, Article 5-168) for the year 1998 for the purposes of this fund should be One Hundred Eighteen Million Six Hundred Thirty-seven Thousand and no/100 Dollars (\$118,637,000.00).

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO PARK DISTRICT FOR
CONVEYANCE OF CERTAIN PROPERTY TO
CITY OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of General Services to enter into and execute an intergovernmental agreement between the City of Chicago and the Chicago Park District, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Park District is the fee owner of a certain parcel of real property ("Property") consisting of approximately seventy-eight and ninety-three one-hundredths (78.93) acres and currently improved with a nursery for the planting and harvesting of trees; such property being legally described in Exhibit A which is attached hereto and incorporated herein; and

WHEREAS, By resolution ("Resolution") unanimously adopted on May 8, 1996 the Board of Commissioners of the Chicago Park District approved the conveyance of the Property in accordance with the Local Government Property Transfer Act, Chapter 50 ILCS, et seq.; and

WHEREAS, The Resolution was recorded on July 24, 1996 in the Office of the Recorder of Deeds of Lake County, Illinois as Document Number 385429; and

WHEREAS, The City of Chicago is a home rule unit of local government pursuant to Article VII of the 1970 Constitution of the State of Illinois and as such may legislate regarding matters which pertain to its local government and affairs; and

WHEREAS, The Chicago Park District has proposed to enter into an intergovernmental agreement ("Agreement") with the City of Chicago substantially in the form attached hereto as Exhibit B whereby it will convey the Property to the City; and

WHEREAS, The parties agree that the Property has a value of Two Million Dollars (\$2,000,000); and

WHEREAS, The Agreement provides that the City shall cause the above amount to be credited to the balance due and owing to the City by the Chicago Park District under the terms of that certain intergovernmental cooperation agreement dated March 14, 1994 whereby the City provides police and related services to the Chicago Park District; now, therefore,

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

SECTION 1. The above recitals are incorporated herein by this reference as the findings of the City Council of the City of Chicago.

SECTION 2. The Commissioner of General Services ("Commissioner") is hereby authorized to execute, on behalf of the City of Chicago, an intergovernmental agreement between the City of Chicago and the Chicago Park District upon the approval of the Corporation Counsel that provides for the conveyance of the Property to the City, the sale of the Property, and the credit of an amount equal to the agreed value of the Property to the balance of funds due and owing to the City as described herein; such intergovernmental agreement being substantially in the form attached hereto.

SECTION 3. The Commissioner is authorized to accept and record a quitclaim deed for the Property, subject to the review and approval of the Corporation Counsel the form of the deed and the condition of the title; further the Commissioner is authorized to execute such other documents as may be reasonably necessary to implement the transaction provided for in the Agreement, subject to the approval of the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed for the Property, subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

The south half of the southwest quarter of Section 34, Township 44 North, Range 10, East of the Third Principal Meridian (except that part falling in A.G. Schwerman's First Sylvan Lake Subdivision, being a subdivision of part of Section 34, Township 44 North, Range 10 and part of Section 3 Township 43 North, Range 10, East of the Third Principal Meridian according to the plat thereof recorded January 22, 1925 as Document Number 251651 in Book N of Plats, page 70), in Lake County, Illinois.

Exhibit "B".

Intergovernmental Transfer Agreement.

This intergovernmental transfer agreement (this "Agreement") is made as of the _____ day of _____, 1997, by and between the Chicago Park District, a body politic and corporate existing under the constitution and laws of the State of Illinois, with offices at 425 East McFetridge Drive, Chicago, Illinois 60605 (the "Transferor") and the City of Chicago, a municipal corporation existing under the constitution and laws of the State of Illinois, with offices at 121 North LaSalle Street, Chicago, Illinois 60602 (the "Transferee"), upon the following terms and conditions:

Recitals.

A. The Transferor is the owner of fee simple title in and to that certain real estate (the "Real Property") comprising approximately seventy-eight and ninety-three one-hundredths (78.93) acres situated in unincorporated Freemont Township, Lake County, Illinois, as more particularly described in (Sub)Exhibit A attached hereto and by this reference made a part hereof, which currently has been used as a nursery for the planting and harvesting of trees.

B. By resolution (the "Resolution") adopted unanimously on May 8, 1996, the Board of Commissioners of the Transferor approved the transfer and conveyance of the Real Property to the Transferee, in accordance with the Local Government Property Transfer Act, Chapter 50 ILCS 605/0.01, et seq. (the "Transfer Act").

C. The Resolution was recorded on July 24, 1996 in the Office of the Recorder of Deeds of Lake County, Illinois as Document Number 385429.

D. The Transferee is a municipal corporation and a "home rule" unit of local government pursuant to Section 6(a) of Article VII of the Illinois Constitution.

E. The City Council of the Transferee, by ordinance adopted on _____, 1997 determined that the terms and provisions of this Agreement were in the interests of the residents of the Transferee, that the subject matter hereof pertained to its local government and affairs and that it is necessary and convenient and in the public interest to acquire, use and occupy the Real Property.

F. The Transferee has determined to acquire the Real Property for Two Million Dollars (\$2,000,000) (the "Acquisition Amount") and, in consideration thereof, to provide a credit (the "Fund Credit") equal to the Acquisition Amount to the balance due and owing on account of the Transferee under the terms of that certain intergovernmental cooperation agreement (the "Police Services Agreement") dated March 14, 1994 between the Transferor and the Transferee pursuant to which the Transferee provides police and related services to the Transferor.

In Witness Whereof, The parties hereto agree as follows:

Agreements.

1. Transfer And Conveyance.

Subject to the terms and conditions hereof, in consideration of the mutual provisions and obligations of the parties set forth herein, the Transferor agrees to transfer and convey to the Transferee, and the Transferee agrees to accept from the Transferor all of the Transferor's fee simple title in and to the Real Property, together with all rights, privileges, easements and appurtenances, if any, thereunto belonging (hereinafter referred to collectively as the "Property"). Notwithstanding anything herein contained to the contrary, all furnishings, fixtures and equipment owned by the Transferor and used in connection with the operation at the Property of a tree nursery are not included in the definition of Property to be transferred

to the Transferee hereunder and shall be and remain the property of the Transferor.

2. Title.

Within ten (10) days following the date of the full execution ("Execution Date") of this Agreement by the parties hereto, the Transferor shall deliver to the Transferee a commitment (the "Title Commitment") for a standard American Land Title Association (1987) owner's policy of title; insurance covering the Property issued by a _____ Title Insurance Company (the "Title Company"). The Title Commitment may be in a nominal amount. The Title Commitment shall reflect no title exceptions relating to the Property other than those items ("Permitted Exceptions") set forth on (Sub)Exhibit B attached hereto and by this reference incorporated herein. On the Closing Date, the Transferor shall deliver a "later date" or "updated" Title Commitment ("Later Date") dated as of the Closing Date that reflects no exceptions to title other than the Permitted Exceptions. In the event that the Title Commitment or the Later Date reflects any title exceptions ("Additional Exceptions") affecting the Property other than the Permitted Exceptions, then the Transferee may elect by written notice to the Transferor to either (a) terminate this Agreement, or (b) close and accept title to the Property subject to the Permitted Exceptions and the Additional Exceptions. The cost and expense of the Title Commitment and the Later Date shall be paid by the Transferor.

3. Survey.

Not later than ten (10) days prior to the Closing Date, the Transferor shall, at its expense, deliver to the Transferee a current or updated survey of the Property dated not earlier than sixty (60) days prior to the Closing Date prepared by a licensed Illinois land surveyor. The survey shall be certified to the Transferee and the Title Company as having been prepared in accordance with the "Minimum Standard Detail Requirement for Land Title Surveys" jointly established and adopted by the American Land Title Association and the American Congress of Surveying and Mapping. Such survey shall contain a certification that no part of the Property is included in an area which has been designated by the Secretary of Housing and Urban Development as a flood plain or flood hazard area. In the event the survey reflects any encroachments, easements or other matters ("Survey Matters") that are not Permitted Exceptions and which, in the Transferee's sole judgment, materially impair the value or utility of the Property, then the Transferee may elect by written notice to the Transferor to either (a) terminate this Agreement, or (b) close and accept title to the Property subject to the Survey Matters.

4. Environmental Report.

Within forty-five (45) days following the Execution Date, the Transferor shall deliver to the Transferee a phase one or equivalent environmental report relating to the condition of the Property (the "Environmental Report"), including recommendations for remedial measures, if appropriate, prepared either by a reputable independent environmental consultant approved by the Transferee ("Consultant"). The cost of the Environmental Report shall be paid by the Transferor. If the Environmental Report discloses the existence on the Property of "Hazardous Substances" (as defined in Section 16 hereof), the Transferee may notify the Transferor within five (5) days of receipt of the Environmental Report that more information is needed, in which event the Transferor, at its option, may deliver to the Transferee within forty-five (45) days thereafter, at the Transferor's cost, a phase two environmental report, which shall contain results of specialized tests to determine with more specificity the nature of the Hazardous Substances existing on the Property. If the Transferor fails to deliver a phase two report, or such report is delivered, but discloses conditions that would, in the Transferee's judgment, require remedial measures, the Transferee shall have the option to either (a) terminate this Agreement upon written notice to the Transferor, and upon such termination the parties shall be relieved of all further obligations and liabilities under this Agreement or (b) close and accept title to the Property in its then existing condition.

5. Transferor's Delivery Of Additional Documents.

Within ten (10) days after the Execution Date, the Transferor shall deliver or cause to be delivered to the Transferee true and accurate copies of the following documents in the possession or control of the Transferor ("Documents"):

- (a) copies of any existing surveys, together with copies of real estate tax bills and assessment notices for the past two (2) years;
- (b) any existing contracts with respect to the delivery of all equipment, utilities and services to the Property or otherwise relating to the ownership and operation of the Property;
- (c) copies of notices of any violation of statute, code, rule, regulation, order or ruling pertaining to the Property received by the Transferor or its agents in the previous year or received prior to that time, but not yet cured or corrected by the Transferor, together with copies of any documents pertaining to the resolution of any previously corrected violations for which the Property was cited during such one (1) year period;

- (d) list of all current and unsettled (i.e., unpaid) claims filed against the Transferor or the Transferor's casualty, liability, and other insurance policies and any cancellations of such policies relating to the Property during the period of the Transferor's ownership, together with copies of all pleadings and other documents pertaining to any pending or threatened claim or litigation relating to the Property or any part thereof known to the Transferor, including, without limitation, any mechanic's lien claim or condemnation proceeding;
- (e) any notice of an increase in assessed value of the Property or any notice of the imposition of a special assessment or special tax on the Property or any portion thereof, together with copies of any real estate tax appeals or petitions for reduction in the Property's assessed value; and
- (f) all existing governmental permits, traffic, soils, engineering or other reports or studies relating to the Real Property.

The obligation of the Transferee to close on acquisition of the Real Property pursuant to this Agreement is contingent upon the timely delivery by Transferor of the foregoing Documents and the satisfactory review of the Documents by the Transferee.

6. Conditions To Parties Obligation To Close.

The obligation of the parties to consummate the transaction contemplated hereby is subject to the following conditions, any of which may be waived in writing on or before the Closing Date:

- (a) The Property shall not have been adversely affected in any material way as a result of any condemnation, fire, flood, act of God or the public enemy, unavoidable cause, accident or other casualty.
- (b) There shall be no administrative action, litigation or other governmental proceedings of any kind pending or threatened against the Transferor or the Property that after the closing would materially and adversely affect the value of the Property.
- (c) There shall have occurred no material adverse change to any aspect of the Property unless the change is contemplated by the terms and provisions of this Agreement.
- (d) The Transferee shall not have terminated this Agreement by reason of any of the conditions precedent set forth in Sections 2, 3, 4 or 5 above.

7. Representations Of The Transferor.

The Transferor hereby warrants and represents to the Transferee as follows:

- (a) The Transferor is an Illinois municipal corporation and has full power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby.
- (b) The Documents and information delivered to the Transferee pursuant to Section 5 hereof will be true and correct copies.
- (c) The Transferor has no knowledge of any pending special assessments or condemnation actions with respect to the Property or any part thereof, nor has the Transferor any knowledge of any special assessments or condemnation actions being contemplated.
- (d) This Agreement has been, and all the documents of conveyance to be delivered by the Transferor to the Transferee at Closing will be: (i) duly authorized, executed and delivered by the Transferor; (ii) are or will be legal, valid and binding obligations of the Transferor; (iii) will be sufficient to convey fee simple title in the Property; (iv) are or will be enforceable in accordance with their respective terms; and (v) to the best of the Transferor's knowledge, do not and will not on the Closing Date materially violate any other agreement to which the Transferor is a party or any court decree or order by which the Transferor is bound.
- (e) On the Closing Date, there will be no outstanding contracts made by the Transferor for any improvements to the Property or any part thereof which have not been fully paid for and that the Transferor shall cause to be discharged all mechanics' and materialmen's liens arising from any labor or materials furnished to the Property prior to Closing.
- (f) The Transferor has not been served with any summons or court papers or court orders and is aware of no threatened claim or litigation, nor have any claims, other than as identified on (Sub)Exhibit "B" attached hereto and made a part hereof, been asserted in writing against the Transferor arising out of or relating to the ownership of the Property.
- (g) Except for any petroleum based products used in connection with the operation of a vehicle refueling facility on the Property and fertilizers, insecticides and other chemicals used in the operation of the tree nursery at the Property, the Transferor has no knowledge of the existence on the Property of any Hazardous Substances in violation of any Environmental Laws (as defined in Section 16).

8. Representations Of The Transferee.

The Transferee hereby warrants and represents to the Transferor as follows:

- (a) The Transferee is an Illinois municipal corporation, a home rule unit of local government and has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.
- (b) The Transferee is a municipal corporation, a home rule unit of local government pursuant to the Constitution and laws of the State of Illinois.
- (c) To the best of the Transferee's knowledge, the performance by the Transferee of its obligations hereunder shall not violate any other agreement to which the Transferee is a party or any court order or decree by which the Transferee is bound.
- (d) To the best of the Transferee's knowledge, there are no legal or equitable actions pending or threatened against the Transferee that could prevent performance by the Transferee of its obligations under this Agreement.

9. Continued Accuracy Of Representations.

The continued accuracy in all respects of the aforesaid representations and warranties shall be a condition precedent to the obligation of the parties hereto to close the transaction contemplated hereby. All representations and warranties contained in this Agreement shall be deemed remade as of the Closing. If, prior to Closing, any of said representations and warranties of either party shall be incorrect at the time the same is made or as of the Closing, the other party may terminate this Agreement and there shall be no further liability on the part of either party hereto.

10. Covenants Of The Transferee.

The Transferee covenants and agrees as follows, which covenants and agreements shall survive the Closing and not be merged with the Deed (as hereinafter defined):

- (a) Transferee shall as of the Closing cause the account of the Transferor established with respect to the Police Services Agreement to be credited for an amount equal to the Acquisition Amount and to reflect the amount of such credit on the books and accounts of the Transferee with respect thereto.

- (b) If requested by Transferor, Transferee shall at the Closing execute and deliver to Transferor a license agreement in form and content acceptable to the parties authorizing the Transferor to enter onto the Property and have personnel at the Property for the purpose of maintaining, harvesting and removing trees from and after the Closing Date. Said license shall be for a term of ____ months and provide Transferee with the right and option to terminate the license at Transferee's discretion upon providing not fewer than thirty (30) days prior written notice to Transferor. Said license shall further contain the obligation of the Transferor to indemnify and hold the Transferee harmless from any loss, cost, expense or liability arising due to the use or occupancy of the Real Property by the Transferor, its employees, agents and contractors pursuant to such license, unless and to the extent that such claim, loss, liability or expense is due to the negligence of Transferee, its agents or contractors.

11. Covenants Of The Transferor.

From the date of the Transferor's acceptance of this Agreement until the Closing Date, the Transferor and the Transferor's agents shall:

- (a) maintain the Property in the condition existing as of the date of this Agreement, free from mechanics' liens or other claims for liens;
- (b) keep in existence any public liability insurance policies in connection with the Real Property;
- (c) subject to Section 18 hereof, permit the Transferee and agents of the Transferee, during normal business hours, to enter onto the Property for the purpose of making inspections thereof, including, without limitation, such inspections as the Transferee deems necessary in order to ascertain the truth and accuracy of any representations contained herein;
- (d) not enter into any leases, contracts or agreements concerning or affecting the Property that do not terminate or are not cancelable on or prior to the Closing Date, without the Transferee's prior written consent;
- (e) prior to the Closing Date, remove any and all equipment and other items of personal property owned by the Transferor and used in connection with the operation of the Property;
- (f) prior to the Closing Date, cure or correct any violations or claims affecting title to the Real Property identified or disclosed in any

Documents delivered by Transferor to Transferee pursuant to Section 5, other than Permitted Exceptions.

12. Indemnification Of Transferee.

The Transferor covenants and agrees, which covenants and agreements shall survive the Closing and not be merged with the Deed, to indemnify and hold the Transferee harmless from and against any loss, cost, liability or expense arising due to any claim or action challenging the authority of the Transferor to transfer and convey the Real Property to the Transferee in accordance with this Agreement, including, without limitation any action seeking to render void or voidable such transfer or the Transferee's title in the Real Property.

13. Closing And Obligations At Closing.

Subject to any termination of this Agreement permitted hereunder by the Transferee or the Transferor, closing and the transfer of title in the Real Property from Transferor to Transferee ("Closing") shall take place at the office of the Title Company on a mutually agreeable date, but in no event later than _____ ("Closing Date"). On the Closing Date, the obligations of the Transferee and the Transferor shall be as follows:

- (i) The Transferor shall execute and deliver a quitclaim deed ("Deed") conveying title to the Property to the Transferee, subject to the applicable Permitted Exceptions, and any Additional Exceptions accepted by or created or suffered by the Transferee.
- (ii) The Transferor shall pay all transfer taxes, if any.
- (iii) The Transferor and the Transferee shall execute such other documentation as is required by applicable law to effectuate the transaction contemplated hereby, including, without limitation, a FIRPTA affidavit, if required, and such other documentation as is reasonably required by the Title Company to issue the Date Down in accordance with Section 2 hereof, including, without limitation and ALTA statements, if required.
- (iv) Possession of the Property shall be delivered to the Transferee on the Closing Date, subject to the license, if any, granted by Transferee to Transferor pursuant to Section 10(b) hereof.

14. Prorations.

There will be no prorations at closing. The Transferor shall take all necessary actions to maintain the exemption from general real estate taxes of the Real Property for the period through the Closing Date.

15. Default.

If on or prior to the Closing the Transferor fails or refuses to comply with the terms of this Agreement within fifteen (15) days of receipt by the Transferor of notice of such failure or refusal, for any reason other than the Transferee's default hereunder, the Transferee's sole remedy shall be to terminate this Agreement. If on or prior to the Closing the Transferee fails or refuses to comply with the terms of this Agreement within fifteen (15) days of receipt by the Transferee of notice of such failure or refusal, for any reason other than the Transferor's default hereunder, the Transferor's sole remedy shall be to terminate this Agreement. Notwithstanding the foregoing, if after the Closing Date and the transfer by the Transferor to the Transferee of title to the Property, the Transferee fails or refuses to comply with the terms of this Agreement within fifteen (15) days after the delivery of written notice of such failure or refusal, then the Transferor may exercise its rights to specific performance of such terms.

16. Environmental Indemnification.

Subject to the limitations set forth in this Section 16, the Transferor agrees to indemnify and hold the Transferee harmless from and against any and all liabilities, claims, damages, demands, costs and expenses of any kind or nature, including, without limitation, legal, accounting, consulting, engineering and other expenses, which may be incurred by the Transferee, arising out of any act, omissions, events or circumstances on or in connection with the operation, condition or ownership of the Property other than as caused by the actions of the Transferee, its employees, agents or contractors, including, without limitation, any loss, cost or expense relating to the existence on or under the Property of hazardous substances ("Hazardous Substance(s)"), including, without limitation, asbestos or any substance containing more than one tenth percent (0.1%) asbestos, the group of compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definition of hazardous or toxic waste, materials or substances under any Environmental Law (as defined below). "Environmental Law(s)" means any law, regulation, order or decree relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization

Act of 1986, the Hazardous Materials Transportation Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, and all similar federal, state and local environmental statutes and ordinances and the regulations, orders and decrees now or hereafter promulgated thereunder. The Transferor further agrees to indemnify and hold the Transferee harmless from and against any and all liabilities, claims, damages, demands, costs and expenses of any kind or nature, including, without limitation, legal, accounting, consulting, engineering and other expenses, which may be incurred by the Transferee due to any act, omissions, events or circumstances arising from the entry from and after the Closing Date by the Transferor or its employees, agents or contractors onto the Property to harvest and remove trees under any license granted by Transferee. The terms and provisions of this section shall survive the Closing and shall remain in full force and effect as of and following the Closing Date.

17. Condemnation.

In the event of any taking by the exercise of the power of eminent domain of all or any portion of the Property prior to the Closing Date, either party shall have the right to terminate this Agreement by giving written notice to the other party within thirty (30) days after receipt by the Transferee of written notification of any such condemnation.

18. Transferee's Right To Enter And Inspect The Property.

Prior to the Closing Date, upon two (2) business days prior notification, the Transferor shall permit the Transferee, or its authorized or designated representatives or agents to enter the Property from time to time, so long as any such entry does not unreasonably disturb the use of the Property by the Transferor or any occupant of the Property and is made during reasonable business hours and so long as such entry is accompanied by a representative, agent or employee of the Transferor, for the purpose of performing tests, environmental audits, engineering and marketing studies, surveys, and other inspections, studies and tests on the Property as the Transferee may reasonably deem necessary. The Transferee shall maintain and require any party hired by the Transferee to perform such inspections and tests to maintain liability insurance in amounts and coverages reasonably acceptable to the Transferor. The Transferee agrees to defend, indemnify, protect and hold the Transferor harmless from any claim, loss, liability or expense (including court costs and reasonable attorneys' fees) in connection with any entry on the Property by the Transferee, its representatives, agents, employees and independent contractors, including, without limitation, any tests, inspections, studies and surveys performed thereon, unless and to the extent that such claim, loss, liability or expense is due to the negligence of Transferor, its agents or contractors. Transferee shall promptly repair and restore the Property to the same condition as existed

immediately prior to such entry if such resulted in any damage thereto. The Transferee's obligations set forth in the immediately preceding sentence shall survive the Closing of the transaction contemplated hereby or the termination of this Agreement prior to Closing and any limitation on the Transferee's liability hereunder shall not apply to the matters covered by this indemnity. Notwithstanding the foregoing, the Transferee agrees that prior to Closing it shall neither make, nor allow to be made, any changes in or to the Property without the prior written consent of the Transferor. The Transferee agrees that it will not disclose the results of any such investigation, test, audit, study or survey to any third party unless required by law, or unless consented to by the Transferor, except, however, the Transferee may disclose to or discuss such results with the Transferee's advisors, such as attorneys and engineers, in evaluating such results. If the Transferee fails to close the acquisition of the Property for any reason, then the Transferee shall deliver all copies of any such investigation, test, audit, study or survey to the Transferor and such items shall become property of the Transferor. The Transferee agrees to deliver all copies of such reports, test results, surveys and audits, including copies of all drafts received by the Transferee or its counsel, to the Transferor immediately upon receipt.

19. Notices.

Any and all notices, demands, consents and approvals required under this Agreement shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested, or by reputable overnight delivery service (such as Federal Express or Airborne), addressed to the parties as follows:

Transferor:

Chicago Park District
Department of Law
425 East McFetridge Drive
Chicago, Illinois 60605
Attention: First Assistant General Counsel
Telephone: (omitted for printing purposes)

With Copies To:

Chicago Park District
425 East McFetridge Drive
Chicago, Illinois 60605
Attention: Deputy Superintendent of Engineering,
Construction and Landscape Management
Telephone: (omitted for printing purposes)

Transferee:

City of Chicago
Department of _____
Room _____
121 North LaSalle Street
Chicago, Illinois 60602
Attention: _____
Telephone: (312) _____

With Copies To:

City of Chicago
Department of Law
Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel
Telephone: (312) _____

Notices shall be deemed to have been received on the second (2nd) business day after they are deposited in the United States mail as provided above and one (1) business day after deposit with a reputable overnight delivery service for guaranteed overnight delivery.

20. Assignment.

No party shall have the right to assign or transfer its interest in this Agreement without the prior written consent of the other party hereto. Any purported assignment or transfer in violation of this section shall be null and void and of no force or effect.

21. Brokerage.

Each party represents and warrants to the other party that it has not dealt with any brokers, finders or agents with respect to the sale of the Property. Each party agrees to indemnify and hold harmless the other party and its successors, assigns and agents from payment of any commission, compensation, loss, damages, costs and expenses (including court costs and reasonable attorneys' fees) incurred in connection with, or arising out of, claims for any fees of any broker, finder or agent claiming by or through such party.

22. Other Acts.

The Transferee and the Transferor each hereby agree to perform such other acts, and to execute, acknowledge, and/or deliver such other instruments, documents and materials, as may be reasonably necessary to effect consummation of the transaction contemplated herein.

23. Time Is Of The Essence.

The Transferee and the Transferor mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

24. Section Headings.

The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

25. Interpretation.

Whenever used in this Agreement, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

26. Applicable Law And Parties Bound.

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

27. Amendments.

All amendments and/or supplements to this Agreement must be in writing and executed by each party hereto. However, such amendments and/or supplements may be executed in counterparts, all of which counterparts taken together shall be deemed to constitute but one (1) amendatory or supplementary document.

28. No Merger.

The obligations, representations and warranties herein contained shall not merge with transfer of title but shall survive the Closing and remain in effect until fulfilled.

29. Entire Agreement.

The parties acknowledge and agree that at all times they have intended that none of the preliminary negotiations concerning this transaction would be binding on either party, and that they would be bound to each other only by a single, formal, comprehensive document containing this section and all of the agreements of the parties, in final form, which is evidenced by this Agreement, as executed and delivered by the Transferee and the Transferor. The parties acknowledge and agree that none of the prior oral agreements between them (and none of the representations on which either of them has relied) relating to the subject matter of this Agreement shall have any force or effect whatever, except as and to the extent such agreements and representations have been incorporated in this Agreement.

30. Recording Of Memorandum Of Agreement.

Neither party shall record this Agreement or any memorandum or short form hereof without the prior written consent of the other party.

31. Counterparts.

This Agreement may be executed in counterparts, all of which counterparts taken together shall be deemed to constitute but one (1) original document.

32. Publicity.

All notices to third parties and all other publicity concerning the transaction contemplated herein shall be jointly planned and coordinated. Neither of the parties shall act unilaterally in this regard without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

33. Severability.

If any of the terms and provisions herein contained are found to be void, voidable, unenforceable or invalid, such finding shall not affect the validity

and enforceability of the remainder of the terms and provisions hereof and this Agreement shall remain valid and enforceable and shall be construed as though the void, voidable, unenforceable or invalid terms and provisions were never included herein.

34. Conflicts.

No official or employee of the Transferee or the Transferor shall have any personal interest, direct or indirect, in the purchase of the Property, nor shall any such official or employee participate in any decision relating to this Agreement or the sale of Property 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 official or employee of the Transferee or the Transferor shall be personally liable under the terms of this Agreement; nor shall such person be personally liable in the event of any default or breach of this Agreement.

In Witness Whereof, This Agreement has been executed by the parties hereto as of the date first above written.

Transferee:

City of Chicago

By: _____

Name: _____

Title: _____

Date: _____

Transferor:

Chicago Park District

By: _____

Name: _____

Title: _____

Date: _____

[(Sub)Exhibit "A" referred to in this Intergovernmental
Transfer Agreement constitutes Exhibit "A" to
the ordinance and is printed on pages
51080 through 51083
of this Journal.]

(Sub)Exhibit "B" referred to in this Intergovernmental Transfer Agreement
reads as follows:

(Sub)Exhibit "B".
(To Intergovernmental Transfer Agreement)

Permitted Exceptions.

1. General real estate taxes which are a lien, but are not yet due and payable.
2. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.
3. Rights-of-way for drainage tiles, ditches, feeders and laterals, if any.
4. Easement in favor of Northern Illinois Gas Company, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as Document Number 1391489, affecting the northeasterly half of Gilmer Road of the land.
5. Rights of the public, the municipality and the State of Illinois in and to that part of the land herein dedicated for public right-of-way by instrument recorded December 9, 1938 as Document Number 456828. (Affects that part of the land lying within a distance of 40 feet of the centerline of State Aid Route 26, which centerline is described as follows:

beginning at a point on the north line of the southwest quarter of said Section 34, 1,011.7 feet west of the center of said Section 34; thence southeasterly, along a line which forms an angle of 61 degrees, 33 minutes with said quarter section line, for a distance of 886.2 feet; thence along a curved line to the right, having a radius of 3,819.8 feet and tangent to the last described course, for a distance of 1,062.2 feet; thence along a line, tangent to the last described curve, for a distance of 887.0 feet to a point on the south line of said Section 34, 2,600.2 feet east of the southwest corner of said Section 34.)
6. Such additional matters as the Transferee shall approve in writing.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT AND MEMORANDUM OF UNDERSTANDING
WITH COUNTY OF COOK FOR ADMINISTRATION
OF FUNDS AND SERVICES PURSUANT TO
RYAN WHITE COMPREHENSIVE AIDS
RESOURCES EMERGENCY ACT.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Mayor to enter into and execute an intergovernmental agreement between the City of Chicago and the County of Cook for the administration of Ryan White Care Act 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.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, acting through its Department of Health, has applied for a grant from the United States Department of Health and Human Services, pursuant to Title I of the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, the HIV Emergency Relief Formula Grant Program (P.L. 101 - 381; the "Act"); and

WHEREAS, Pursuant to the Act, the chief elected official of the City of Chicago must establish, through intergovernmental agreements with the chief elected officials of certain political subdivisions described in the Act, an administrative mechanism to allocate funds and services pursuant to the Act; and

WHEREAS, The Mayor of the City of Chicago is the chief elected official of the City of Chicago; and

WHEREAS, The current expertise of the City of Chicago and the County of Cook in the delivery of Human Immunodeficiency Virus services provide a basis for the City of Chicago and the County of Cook to enter into an intergovernmental agreement in accordance with the Act; and

WHEREAS, In accordance with the Act, the City of Chicago and the County of Cook desire to establish a governing council, the Chicago Area HIV Services Planning Council, which will establish priorities for allocating funds received pursuant to the Act, develop a comprehensive plan for organizing and delivering HIV health care and support services, and assess the efficiency of the administrative mechanism in rapidly allocating funds to areas of greatest need; and

WHEREAS, The City of Chicago and the County of Cook have among their powers the authority to contract with each other to perform the undertakings described herein; 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 City Comptroller, and consistent with the recitals of this ordinance, the Mayor of the City of Chicago is hereby authorized to execute an intergovernmental agreement and memorandum of understanding with the County of Cook in substantially the forms attached hereto as Exhibits A and B, respectively.

SECTION 3. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict, and

this ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

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

Exhibit "A".

Comprehensive AIDS Resources Emergency (C.A.R.E.) Act

City Of Chicago And Cook County

Intergovernmental Agreement.

This Agreement, entered into this _____, by and between the City of Chicago, an Illinois municipal corporation, hereinafter referred to as (the "City"), and the County of Cook, a body politic and corporate, hereinafter referred to as (the "County").

Whereas, The Comprehensive AIDS Resources Emergency (C.A.R.E.) Act requires that an intergovernmental agreement (I.G.A.) be established between the chief elected officials of political subdivisions which have not less than ten percent (10%) of the eligible metropolitan area's reported AIDS cases; and

Whereas, The geographic jurisdiction of the City lies within the jurisdiction of the County, creating a situation where the number of AIDS cases, the severity of need for outpatient and ambulatory care services and related health and support personnel needs are largely shared by both political subdivisions; and

Whereas, The current authority and expertise of the City and the County in the delivery of HIV services provide a basis for the relationship between the entities and their mutual responsibilities;

Now, Therefore, In consideration of the above, the parties hereto agree in this intergovernmental agreement as follows:

*Article I.**Administration.*

- A. The responsibility for the planning and implementation of Title I of the C.A.R.E. Act will be shared by the City and the County.
- B. The City will be the recipient of C.A.R.E. funds. The City's Comptroller's Office will serve as the administrative mechanism for the distribution of funds. Contracts awarded under the C.A.R.E. Act will be jointly approved by the City and the County and executed by the City.
- C. The City will use no more than five percent (5%) of the total grant award to cover costs associated with administration of C.A.R.E. funds. Both the City and the County will continue to provide additional in-kind support for planning, evaluation, quality assurance and technical assistance activities in support of local C.A.R.E. Act programs. Funding received for administration will be shared in proportion to the City and County costs incurred to administer the Act.

*Article II.**Terms Of Agreement.*

- A. This Agreement shall be deemed effective upon its due adoption by the City Council of the City of Chicago and Cook County Board Commissioners and upon the approval and release of funds by the United States Department of Health and Human Services, Health Resources and Services Administration, Bureau of Health Resources Development, Division of HIV Services, whichever is later.
- B. The City agrees to hold harmless and to indemnify the County, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this Agreement by the City, its officers, agents or employees. The County agrees to hold harmless and to indemnify the City, its Council members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this Agreement by the County, its officers, agents or employees. Nothing herein shall be construed to require the City to indemnify the County for the negligence of its officers, agents, employees and further, nothing herein shall be construed to require

the City to indemnify or make any payments in connection with any claims for which the County otherwise would be not liable, nor shall it be construed to waive any defenses that the County or the City may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the County to indemnify the City for the negligence of the City or its officers, agents, employees, and further, nothing herein shall be construed to require the County to indemnify or make payments in connection with any claim for which the City would otherwise not be liable.

- C. If any provision of this Agreement is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this Agreement which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
- D. Neither party hereto may assign this Agreement in whole or in part without the written consent of the other party.
- E. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
- F. The Agreement represents the entire Agreement between the parties and supersedes any and all prior agreements, whether written or oral. Any modification of this Agreement shall be valid only if in writing and signed by all parties hereto.
- G. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois, the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, and the Ryan White C.A.R.E. Act Amendments of 1996.
- H. None of the provisions of the Agreement is intended to create nor shall be designed to create any other relationship between the County and the City other than of independent entities contracting with each other hereunder solely for effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer or representative of the other. The City and the County will maintain separate and independent managements, and each has full unrestricted authority and responsibility regarding its own organization and structure.

*Article III.**Notice.*

All notices relating to this Agreement shall be either hand-delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear below:

For the City of Chicago:

Richard M. Daley, Mayor
City of Chicago
City Hall, Room 507
121 North LaSalle Street
Chicago, Illinois 60602

For the County of Cook:

John H. Stroger, Jr., President
Board of Commissioners
of Cook County
County Building, Room 537
118 North Clark Street
Chicago, Illinois 60602

In Witness Whereof, The undersigned governmental units have caused this Agreement to be duly executed.

City of Chicago,
a municipal corporation

County of Cook,
a body corporate and politic

Signed:

Signed:

Mayor, City of Chicago

President, Cook County Board

Secretary, Cook County Board

Recommended:

Commissioner of Health

Comptroller, Cook County

Approved:

Approved As To Form:

Comptroller, City of Chicago

Assistant State's Attorney

Exhibit "B".

Comprehensive AIDS Resources Emergency (C.A.R.E.) Act

City Of Chicago And Cook County

Memorandum Of Understanding.

This Memorandum of Understanding, entered into this _____, by and between the City of Chicago, an Illinois municipal corporation hereinafter referred to as (the "City"), and the County of Cook, a body politic and corporate, hereinafter referred to as (the "County").

Whereas, The intergovernmental agreement (I.G.A.) between the City and the County required by the Comprehensive AIDS Resources Emergency (C.A.R.E.) Act is limited to provisions related directly to administration of C.A.R.E. Act Title I funding; and

Whereas, The City and the County also desire to lay out a framework for the responsibilities of and the relationship between the pertinent organizations, including how funds will be administered, how the required planning council is established and maintained, and how funding decisions are made; and

Whereas, The City Department of Health supports ongoing needs assessment and comprehensive planning activities of the Chicago Area HIV Services Planning Council for the nine-county Eligible Metropolitan Area (E.M.A.), comprised of Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry and Will Counties. In addition, the City Department of Health is a major local funder of AIDS services and education, with experience in coalition building and community planning, Request For Proposal (R.F.P.) development, administration of proposal review processes, quality assurance, evaluation, contract management and grant administration; and

Whereas, The County is the major provider of in-patient hospital and ambulatory care services to persons with HIV disease in Cook County via the Cook County Bureau of Health Services, which includes Cook County Hospital, the Cook County HIV Primary Care Center, Provident Hospital of Cook County, Oak Forest Hospital of Cook County, The Cermak Health Services of the Cook County Jail, the Cook County Department of Public Health, the Cook County Ambulatory and Community Health Network, and specialty and support services of the Women and Children with AIDS Project and the AIDS Prevention Service. Approximately one-fifth (1/5) of all people living with AIDS and HIV disease receive care at Cook County Hospital, as do two-thirds (2/3) of all women and children with AIDS. The provision of services to persons with HIV disease who are medically indigent is the principle responsibility of the County. The County's experience and expertise include direct health care, supportive care and model care programs for the medically indigent;

Now, Therefore, In consideration of the above, the parties hereto agree in this Memorandum of Understanding as follows:

Article I.

HIV Services Planning Council.

- A. The Council established to guide implementation of the C.A.R.E. Act will be known as the Chicago Area HIV Services Planning Council.
- B. The Mayor of the City and the President of the Cook County Board of Commissioners will appoint co-chairs to the HIV Services Planning Council after receiving the recommendation of the full Council membership and will ensure compliance with federal requirements regarding conflict of interest and eligibility for chairpersonship.
- C. Members of the Council will be jointly appointed by the Mayor of the City and the President of the Cook County Board of Commissioners, in compliance with federal requirements for open nominations and community representation.
- D. The duties of the Council shall include:
 - 1. establishing priorities for allocating funds;
 - 2. developing a comprehensive plan for organizing and delivering HIV health care and support services; and

3. assessing the efficiency of the administrative mechanism in rapidly allocating funds to areas of greatest need.

Article II.

Funding Decisions.

- A. Funds received under Title I of the C.A.R.E. Act will be used to supplement, not to supplant, existing or planned funds made available in the years in which the grant is awarded to provide HIV-related services to individuals living with or affected by HIV disease.
- B. Quantitative data on unmet service needs, as well as qualitative data on barriers to care, gaps in services and needs of special populations, identified through the Council's ongoing process of needs assessment and comprehensive planning will provide the basis for determining funding priorities.
- C. As Title I grantee, the City will conduct an objective Request For Proposal (R.F.P.) process to determine the allocation of funds to AIDS service providers. Proposal review criteria will be established by the City and the County and will be based on service priorities established by the Planning Council, the geographic distribution of AIDS cases among jurisdictions within the E.M.A., data on unmet service needs, and costs per unit of service. To receive funding, providers must demonstrate the ability to meet criteria specified in the R.F.P.
- D. The County and the City shall make the final determination on the size and nature of grant awards based on results of the proposal review process and the following considerations, consistent with the priorities established by the Council and to the extent permitted by federal law:
 1. At least ten percent (10%) of the overall award shall support HIV services serving suburban Cook County, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry and Will counties.
 2. Priority for funding will be given to providers providing a disproportionate share of care for the medically indigent.
 3. Priority for funding will be given to providers whose proposals most directly relieve the burden of public and not-for-profit hospitals providing HIV-related care to the medically indigent:

- a. at least ten percent (10%) of the overall award shall support ambulatory primary care services at Cook County Hospital; and
- b. no more than ten percent (10%) of the award may support the provision of HIV services at Cook County Hospital in order to alleviate personnel shortages and the resulting inappropriate utilization of in-patient services on Ward 20, as the designated AIDS unit.

Article III.

Terms Of Agreement.

- A. This Memorandum of Understanding shall be deemed effective upon its due adoption by the City Council of the City of Chicago and Cook County Board of Commissioners.
- B. The City agrees to hold harmless and to indemnify the County, its Board of Commissioners, members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this Memorandum by the City, its officers, agents or employees. The County agrees to hold harmless and to indemnify the City, its Council members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this Memorandum by the County, its officers, agents or employees. Nothing herein shall be construed to require the City to indemnify the County for the negligence of its officers, agents, employees and further, nothing herein shall be construed to require the City to indemnify or make any payments in connection with any claims for which the County otherwise would not be liable, nor shall it be construed to waive any defenses that the County or the City may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the County to indemnify the City for the negligence of the City or its officers, agents, employees, and further, nothing herein shall be construed to require the County to indemnify or make payments in connection with any claim for which the City would otherwise not be liable.
- C. If any provision of this Memorandum is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of

this Memorandum which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.

- D. Neither party hereto may assign this Memorandum in whole or in part without the written consent of the other party.
- E. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
- F. This Memorandum shall be governed by and construed in accordance with the laws of the State of Illinois, the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, and the Ryan White C.A.R.E. Act Amendments of 1996.
- G. None of the provisions of the Memorandum are intended to create nor shall be designed to create any other relationship between the County and the City other than of independent entities contracting with each other hereunder solely for effecting the provisions of this Memorandum. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer, or representative of the other. The City and the County will maintain separate and independent managements, and each has full unrestricted authority and responsibility regarding its own organization and structure.

Article IV.

Notice.

All notices relating to this Memorandum shall be either hand-delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear below:

For the City of Chicago:

Richard M. Daley, Mayor
City of Chicago
City Hall, Room 507
121 North LaSalle Street
Chicago, Illinois 60602

For the County of Cook:

John H. Stroger, Jr., President
Board of Commissioner
of Cook County
County Building, Room 537
118 North Clark Street
Chicago, Illinois 60602

In Witness Whereof, The undersigned governmental units have caused this Memorandum to be duly executed.

City of Chicago,
a municipal corporation

County of Cook,
a body corporate and politic

Signed:

Signed:

Mayor, City of Chicago

President, Cook County Board

Secretary, Cook County Board

Recommended:

Commissioner of Health

Comptroller, Cook County

Approved:

Approved As To Form:

Comptroller, City of Chicago

Assistant State's Attorney

DECLARATION OF INTENT FOR ISSUANCE OF INDUSTRIAL
DEVELOPMENT BONDS ON BEHALF OF
BULLEN MIDWEST, INC.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance which would evidence the City's intent to issue industrial development bonds on behalf of Bullen Midwest, Inc., in the amount of \$2,700,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois and as such may legislate matters which pertain to its local governmental affairs; and

WHEREAS, As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the City is authorized and empowered to issue industrial development bonds for the purpose of financing costs associated with industrial development projects, and such financing constitutes a public purpose pursuant to Section 1(a), Article VIII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The City's Department of Planning and Development 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, Bullen Midwest, Inc., an Illinois corporation (the "Borrower"), has proposed a certain industrial development project consisting of the acquisition, construction and equipping of a manufacturing facility containing approximately fifty-two thousand (52,000) square feet in connection with the manufacture of chemical specialty products to be located on a real property located at 1140 East 103rd Street in the City (the "Project"); and

WHEREAS, The Borrower has requested that the City issue industrial development bonds in an amount not to exceed Two Million Seven Hundred Thousand Dollars (\$2,700,000) (the "Bonds") for the purpose of financing all or a portion of the Project costs; and

WHEREAS, It is intended that this ordinance shall constitute a declaration of intent to reimburse any expenditures for the Project made prior to the issuance of the Bonds from the proceeds of the Bonds (if and when issued) within the meaning of Treasury Regulations Section 1.150-2 and Section 1.103-8(a)(5); now, therefore,

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

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

SECTION 2. The City intends to issue the Bonds and lend the proceeds thereof to the Borrower for the purpose of financing the Project. The total principal amount of Bonds which the City intends to issue for the Project will not exceed Two Million Seven Hundred Thousand Dollars (\$2,700,000).

SECTION 3. Certain costs will be incurred by the Borrower in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse such costs with proceeds of the Bonds.

SECTION 4. The costs to be reimbursed will be paid from funds of the Borrower which have been allocated to other purposes.

SECTION 5. This ordinance is consistent with the budgetary and financial circumstances of the City. No funds from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City for the Project.

SECTION 6. This ordinance constitutes a declaration of official intent under Treasury Regulations Sections 1.150-2 and 1.103-8(a)(5).

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 8. This ordinance shall be effective as of the date of its passage.

AUTHORIZATION FOR ISSUANCE AND SALE OF
INDUSTRIAL DEVELOPMENT REVENUE
BONDS ON BEHALF OF BTI, INC.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing, the issuance of industrial development bonds on behalf of BTI, Inc., in an amount not to exceed \$6,495,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer"), has a population of more than twenty-five thousand (25,000), and, in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "Act"), the Issuer is a home rule unit of government, and, as such, may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to the Constitution and the laws of the State of Illinois (the "State"), and particularly the Act, the Issuer is authorized to issue its revenue bonds and to lend the proceeds thereof for the purpose of financing industrial projects in order to retain and increase employment in the City of Chicago, Illinois, which constitutes a valid public purpose for the issuance of revenue bonds by the Issuer; and

WHEREAS, The Issuer has previously indicated its intention to issue its revenue bonds for the purposes of financing all or a portion of the costs of the acquisition of land, buildings and related improvements the construction of improvements thereto and the acquisition of machinery, equipment and related property to be installed therein (the "Project"), on behalf of BTI, Inc., an Illinois corporation (the "Company"); and

WHEREAS, In furtherance of the purposes set forth in the Act, the Issuer wishes to finance all or a portion of the costs of the Project, to pay interest during the acquisition, construction and installation of the Project, to pay the costs of issuance of such revenue bonds of the Issuer, to pay certain expenses relating to the Project (including without limitation working capital expenses) and to refinance certain outstanding debt of the Company relating to facilities in the City of Chicago, Illinois, by the sale and issuance of its revenue bonds, and by authorizing such actions as might be required to implement such stated intentions; and

WHEREAS, Pursuant to and in accordance with the provisions of the Constitution and the laws of the State, and particularly the Act, the Issuer is now prepared to issue and sell its Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-A (BTI, Inc., Project) in an aggregate principal amount not to exceed Six Million Dollars (\$6,000,000) (the "Series 1997-A Bonds") and its Taxable Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-B (BTI, Inc. Project) in an aggregate principal amount not to exceed Three Million Dollars (\$3,000,000) (the "Series 1997-B Bonds," and, together with the Series 1997-A Bonds, the "Bonds"), such Bonds to be secured by the Indenture (as hereinafter defined) and, except to the extent payable from Bond proceeds or income from the temporary investment thereof, to be payable solely from the revenues and receipts and other amounts received by the Issuer pursuant to the Agreement (as hereinafter defined), the Notes (as hereinafter defined) and the other sources identified in the Indenture, but such Bonds not to exceed an aggregate principal amount of Six Million Four Hundred Ninety-five Thousand Dollars (\$6,495,000); and

WHEREAS, It is now proposed that Firststar Bank Illinois, not individually but as successor trustee to First Colonial Trust Company, under Trust Agreement dated June 30, 1993, and known as Trust Number 1-5160 (the "Land Trust"), the beneficiaries of which are the principal shareholders of the Company, shall own the portion of the Project constituting land, building and improvements, and shall Lease that portion of the Project to the Company, and the Company shall own the portion of the Project constituting the machinery, equipment and related Property; and

WHEREAS, The Issuer now proposes to lend a portion of the proceeds of the Series 1997-A Bonds to the Land Trust to finance a portion of the costs of the Project to be owned by the Land Trust, to lend a portion of the proceeds of the Series 1997-A Bonds to the Company to finance a portion of the costs of the Project to be owned by the Company and to pay certain costs of issuance of the Bonds, and to lend the proceeds of the Series 1997-B Bonds to the Company to pay certain costs of issuance of the Bonds, to pay certain expenses relating to the Project (including without limitation working capital expenses) and to refinance certain outstanding debt of the Company (the "Taxable Loan Purposes"), as aforesaid; and

WHEREAS, It is now necessary, desirable and in the best interests of the Issuer to authorize the execution and delivery of a Loan Agreement dated as of September 1, 1997 (the "Agreement"), by and among the Issuer, the Company and the Land Trust; and

WHEREAS, It is now necessary, desirable and in the best interests of the Issuer to authorize the execution and delivery of an Indenture of Trust dated as of September 1, 1997 (the "Indenture"), from the Issuer to First of America Bank, N.A., as Trustee (the "Trustee"), and to designate the Trustee in connection therewith; and

WHEREAS, It is now necessary, desirable and in the best interests of the Issuer to authorize the execution and delivery of a Remarketing Agreement dated as of September 1, 1997 (the "Remarketing Agreement"), by and among the Issuer, the Company and Gates Capital Corporation (the "Remarketing Agent"); and

WHEREAS, It is now necessary, desirable and in the best interests of the Issuer to authorize the execution and delivery of a Purchase Contract with respect to the Bonds (the "Purchase Contract"), by and among the Issuer, the Company and Gates Capital Corporation (the "Underwriter"); and

WHEREAS, It is now necessary, desirable and in the best interests of the Issuer to authorize the preparation and distribution of a preliminary official statement (the "Preliminary Official Statement") and the preparation and distribution of an official statement (the "Official Statement") in connection with the issuance of the Bonds; and

WHEREAS, The Issuer has caused to be prepared for and presented before the City Council of the Issuer forms of the following documents which the Issuer proposes to approve the terms of or enter into:

1. the Agreement;
2. the Indenture;
3. the Series 1997-A Bonds; and
4. the Series 1997-B Bonds

;and

WHEREAS, The City Council of the Issuer hereby finds and determines that the issuance of the Bonds for the stated purposes will retain and increase employment in the City of Chicago, Illinois, and is necessary for the welfare of the government and affairs of the Issuer, is a proper public purpose and is in the public interest; now, therefore,

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

SECTION 1. That the City Council of the Issuer hereby incorporates all of the recitals contained in the preambles to this ordinance into this ordinance by this reference.

SECTION 2. That, pursuant to the Act, the Issuer does hereby authorize and approve the financing of the costs of the acquisition, construction and installation of the Project, certain costs of the issuance of the Bonds and the Taxable Loan Purposes through the issuance of the Bonds in accordance with the terms of the Agreement and the Indenture.

SECTION 3. That the Issuer is hereby authorized to enter into the Agreement with the Company and the Land Trust in substantially the same form now before the City Council of the Issuer; that the form, terms and provisions of the Loan Agreement be, and they hereby are, in all respects approved; that the Chief Financial Officer or the City Comptroller of the Issuer be, and each of them hereby is, authorized, empowered and directed to execute, and the City Clerk of the Issuer be, and hereby is, authorized, and empowered to attest and to affix the official seal of the Issuer to, the Agreement in the name, for and on behalf of the Issuer, and thereupon to cause the Agreement to be delivered to the Company and the Land Trust, such Agreement (as executed) to provide for the loan of the proceeds of the Bonds to the Company and the Land Trust and the use of such proceeds for the acquisition, construction and installation of the Project, to pay interest during the acquisition, construction and installation of the Project, to pay the costs of issuing the Bonds, and to finance the Taxable Loan Purposes, in the manner and with the effect therein provided, such Agreement to be in substantially the same form now before the City Council of the Issuer or with such changes and revisions therein as the officer executing the Agreement on behalf of the Issuer shall approve, his or her execution thereof to constitute conclusive evidence of such approval of any and all changes or revisions therein from the form of the Agreement now before the City Council of the Issuer; and that from and after the execution and delivery of the Agreement, the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

SECTION 4. That the Issuer is hereby authorized to enter into the Indenture with the Trustee in substantially the same form now before the City Council of the Issuer; that the form, terms and provisions of the Indenture be, and they hereby are, in all respects approved; that the Chief Financial Officer or the City Comptroller of the Issuer be, and each of them hereby is, authorized, empowered and directed to execute, and the City Clerk of the Issuer be, and hereby is, authorized and empowered to attest and to affix the official seal of the Issuer to, the Indenture in the name, for and on behalf of the Issuer, and thereupon to cause the Indenture to be delivered to the Trustee, and the Indenture shall constitute an assignment and pledge for the security of the Bonds issued thereunder of the revenues and receipts to be received by the Issuer pursuant to the Agreement and the respective promissory notes of the Company and the Land Trust delivered thereunder (the "Notes") and an assignment and pledge of the other right, title and interest of the Issuer in and to the Agreement and the Notes, as described in the Indenture (with the exception of certain rights to receive certain payments, to indemnity and other rights as specified in the Indenture and the Agreement), such Indenture to be in substantially the same form now before the City Council of the Issuer or with such changes and revisions therein as the officer executing the Indenture on behalf of the Issuer shall approve, his or her execution thereof to constitute conclusive

evidence of such approval of any and all changes or revisions therein from the form of Indenture now before the City Council of the Issuer; and that from and after the execution and delivery of the Indenture, the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Indenture as executed.

SECTION 5. That First of America Bank, N.A., with its principal corporate trust office in Birmingham, Michigan, is hereby designated as Trustee, Paying Agent and Registrar with respect to the Bonds.

SECTION 6. That the Issuer is hereby authorized to enter into the Remarketing Agreement with the Company and the Remarketing Agent in substantially the same form of the remarketing agreement executed by the Issuer in connection with the previous sales of industrial development revenue bonds; that the form, terms and provisions of the Remarketing Agreement be, and they hereby are, in all respects approved; that the Chief Financial Officer or the City Comptroller of the Issuer be, and hereby is, authorized, empowered and directed to execute and deliver to the Company and the Remarketing Agent the Remarketing Agreement in substantially the same form as provided above or with such changes therein as the officer executing the Remarketing Agreement on behalf of the Issuer shall approve, his or her execution thereof to constitute conclusive evidence of such approval of any and all changes and revisions therein from the form of Remarketing Agreement as provided above; and that from and after the execution and delivery of the Remarketing Agreement, the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Remarketing Agreement.

SECTION 7. That the Issuer is hereby authorized to enter into the Purchase Contract with the Company and the Underwriter in substantially the same form of bond purchase agreements executed by the Issuer in connection with previous sales of industrial development revenue bonds; that the form, terms and provisions of the Purchase Contract be, and they hereby are, in all respects approved; that the Chief Financial Officer or the City Comptroller of the Issuer, with the concurrence of the Chairman of the Committee on Finance of the City Council of the Issuer, be, and each of them hereby is, authorized, empowered and directed to execute the Purchase Contract in the name, for and on behalf of the Issuer, and thereupon to cause the Purchase Contract to be delivered to the Company and the Underwriter, such Purchase Contract to provide for the issuance of the Series 1997-A Bonds in an aggregate principal amount not to exceed Six Million Dollars (\$6,000,000) and the Series 1997-B Bonds in an aggregate principal amount not to exceed Three Million Dollars (\$3,000,000) (but the Bonds not to exceed an aggregate principal amount of Six Million Four Hundred Ninety-five Thousand Dollars (\$6,495,000)), such Purchase Contract to be in

substantially the same form as provided above or with such changes or revisions therein as the officer executing the Purchase Contract on behalf of the Issuer shall approve, his or her execution thereof to constitute conclusive evidence of such approval of any and all changes and revisions therein from the form of Purchase Contract as provided above; and that from and after the execution and delivery of the Purchase Contract, the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Contract as executed.

SECTION 8. That the forms of the Series 1997-A Bonds and the Series 1997-B Bonds now before the City Council of the Issuer, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture (as executed and delivered) be, and the same hereby are, approved; that the Bonds shall be executed in the name, for and on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or facsimile signature of its City Clerk and the official seal of the Issuer shall be impressed or imprinted thereon; that the Mayor, the Chief Financial Officer or the City Comptroller of the Issuer shall cause the Bonds, as so executed and attested, to be delivered to the Trustee for authentication; and that when the Bonds shall be executed on behalf of the Issuer in the manner contemplated by the Indenture and this ordinance in the respective aggregate principal amounts not to exceed Six Million Dollars (\$6,000,000) and Three Million Dollars (\$3,000,000) (and collectively not to exceed an aggregate principal amount of Six Million Four Hundred Ninety-five Thousand Dollars (\$6,495,000)), respectively, they shall represent the approved forms of Bonds of the Issuer.

SECTION 9. That the sale of the Series 1997-A Bonds in an aggregate principal amount not to exceed Six Million Dollars (\$6,000,000) and the Series 1997-B Bonds in an aggregate principal amount not to exceed Three Million Dollars (\$3,000,000) (and collectively not to exceed an aggregate principal amount of Six Million Four Hundred Ninety-five Thousand Dollars (\$6,495,000)), at a purchase price of one hundred percent (100%) of the principal amount thereof and accrued interest, if any, to the date of delivery, is hereby approved and confirmed, it being hereby found and determined that the Purchase Contract is in the best interests of the Issuer.

SECTION 10. That the preparation and distribution of the Preliminary Official Statement by the Underwriter is hereby approved, and the preparation and distribution of the Official Statement by the Underwriter is hereby approved, such Preliminary Official Statement and such Official Statement to be in substantially the same form of preliminary official statement and official statement authorized by the Issuer in connection with previous sales of industrial development revenue bonds or with such changes or revisions therein as the Chief Financial Officer or the City Comptroller of the Issuer shall approve in writing, such approval to constitute conclusive evidence of such approval of any and all changes and

revisions therein from the form of the Preliminary Official Statement before the City Council of the Issuer.

SECTION 11. That the Mayor, the Chief Financial Officer, the City Comptroller, the City Clerk and any other officer, employee or agent of the Issuer be, and each of them hereby is, authorized and directed to execute, attest, seal and deliver any and all documents and certificates, to do any and all things deemed necessary to effect the issuance and sale of the Bonds and the execution and delivery of the Agreement, the Indenture, the Remarketing Agreement, the Purchase Contract and such other instruments (including financing statements), and to perform the obligations and duties of the Issuer hereunder and thereunder, all as shall be necessary and desirable to carry out the intent and purposes of this ordinance, including the preambles hereto.

SECTION 12. That all acts of the City Council of the Issuer and its members and the officers, agents and employees of the Issuer that are in conformity with the intent and purposes of this ordinance, whether heretofore or hereafter taken or done, be, and the same are hereby, in all respects, ratified, confirmed and approved.

SECTION 13. That the Issuer hereby elects to have the provisions of Section 144(a) (4) of the Code apply to the Series 1997-A Bonds.

SECTION 14. That the Chief Financial Officer or the City Comptroller of the Issuer be, and each of them is, hereby authorized, empowered and directed to allocate volume cap in an amount not to exceed Six Million Dollars (\$6,000,000) to the issuance of the Bonds.

SECTION 15. That the provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this ordinance.

SECTION 16. That all ordinances, resolutions, or parts thereof, in conflict herewith are hereby superseded to the extent of such conflict; and that this ordinance shall be in full force and effect immediately and forthwith upon its adoption and approval, as provided by law.

Loan Agreement and Indenture of Trust referred to in this ordinance read as follows:

City Of Chicago, Illinois,

BTI, Inc.

And

*Firststar Bank Illinois, Not Individually But As Successor Trustee
To First Colonial Trust Company Under Trust Agreement Dated
July 30, 1993, And Known As Trust Number 1-5160*

Loan Agreement

Dated As Of September 1, 1997.

This Loan Agreement (the "Agreement") dated as of September 1, 1997 by and among the City of Chicago, Illinois, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), BTI, Inc., a corporation duly organized and validly existing under the laws of the State of Illinois (the "Company") and Firststar Bank Illinois, not individually but as a successor trustee to First Colonial Trust Company under Trust Agreement dated July 30, 1993, and known as Trust Number 1-5160, a banking corporation duly organized and validly existing under the laws of the State of Illinois (the "Land Trust").

Witnesseth:

Whereas, Pursuant to the Constitution and the laws of the State of Illinois (the "State"), and particularly Section 6 of Article VII of the 1970 Constitution of the State (the "Act"), the Issuer is authorized to issue its revenue bonds to finance the cost of industrial projects for the purpose of retaining and increasing employment in the City of Chicago, Illinois; and

Whereas, Pursuant to and in accordance with the Act, the Issuer has agreed to issue and sell its Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-A (BTI, Inc. Project) in the aggregate principal amount of \$ _____ (the "Series 1997-A Bonds") and its Taxable Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-B (BTI, Inc. Project) in the aggregate principal amount of

\$ _____ (the "Series 1997-B Bonds"), which Series 1997-A Bonds and Series 1997-B Bonds (collectively, the "Bonds") will be issued under the terms of an Indenture of Trust (the "Indenture") dated as of September 1, 1997, from the Issuer to First of America Bank, N.A., as trustee (the "Trustee"), and to lend the proceeds of the Series 1997-A Bonds to the Land Trust and the Company to finance a portion of the costs of the acquisition of land, buildings and related improvements, the construction of improvements thereto and the acquisition of machinery, equipment and related property to be installed therein (the "Project") and to pay certain costs of issuance of the Bonds, as hereinafter provided, and to lend the proceeds of the Series 1997-B Bonds to the Company to finance certain costs of issuance of the Bonds, to pay certain expenses related to the Project (including without limitation certain working capital expenses) and to refinance certain outstanding indebtedness of the Company (the "Taxable Loan Purposes"), all to be used for the manufacture and fabrication of home furnishing products, and all to be located in the City of Chicago, Illinois; and

Whereas, The Land Trust, the beneficiaries of which are the principal shareholders of the Company, shall own the portion of the Project constituting land, buildings and improvements, and shall lease that portion of the Project to the Company, and the Company shall own the portion of the Project constituting the machinery, equipment and related property; and

Whereas, The Issuer shall lend a portion of the proceeds of the Series 1997-A Bonds to the Land Trust to finance a portion of the costs of the Project to be owned by the Land Trust, to lend a portion of the proceeds of the Series 1997-A Bonds to the Company to finance a portion of the costs of the Project to be owned by the Company and to pay certain costs of issuance of the Bonds, and to lend the proceeds of the Series 1997-B Bonds to the Company to pay certain costs of issuance of the Bonds, to pay certain expenses relating to the Project (including without limitation working capital expenses) and to refinance certain outstanding debt of the Company ("Taxable Loan Purposes"), as aforesaid; and

Whereas, The Bonds issued under the Indenture will be secured by (i) an assignment and pledge of all right, title and interest of the Issuer in and to this Agreement and the promissory notes of the Company and the Land Trust issued pursuant to this Agreement (the "Notes"), except as otherwise provided in the Indenture, and (ii) monies derived from drawings under the irrevocable, transferable letter of credit dated the date of issuance and delivery of the Bonds, issued by First of America Bank-Illinois, N.A. (the "Bank") in favor of the Trustee for the benefit of the owners from time to time of the Bonds, in the amount of (A) the aggregate principal amount of the Bonds (1) to enable the Trustee to pay the principal of the Bonds at maturity, upon call for redemption prior to maturity or upon acceleration, and (2) to enable the Trustee to pay the portion of the purchase price of Bonds to be tendered or deemed to be tendered to it for purchase, equal to the

aggregate principal amount of such Bonds, plus (B) an amount equal to the interest to accrue on the Bonds for thirty-five (35) days at the maximum rate of twelve percent (12%) per annum (1) to enable the Trustee to pay interest accrued on the Bonds on the dates and in the manner set forth in the Indenture, and (2) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to it for purchase, equal to the accrued interest on such Bonds (which initial letter of credit, together with any substitute letter of credit, is hereinafter referred to as the "Letter of Credit");

Now, Therefore, In consideration of the respective representations and agreements herein contained, the parties hereto agree as follows (provided, that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall be a special, limited obligation of the Issuer, shall not constitute an indebtedness or a loan of credit of the Issuer, the State or any political subdivision thereof, within the meaning of any constitutional or statutory provision, or a charge against the general credit or taxing powers of the Issuer, the State or any political subdivision thereof, but shall be payable solely out of the proceeds derived from this Agreement, the Notes and the Letter of Credit, all as herein provided):

Article I.

Definition Of Terms.

All words and phrases defined in Article I of the Indenture shall have the same meanings in this Agreement. Certain terms used in this Agreement are hereinafter defined in this Article I. When used herein, such terms shall have the meanings given them by the language employed in this Article I defining such terms, unless the context clearly indicates otherwise:

"Acquisition and Construction Fund" means the City of Chicago, Illinois, Variable Rate Demand Industrial Development Revenue Bond Acquisition and Construction Fund (BTI, Inc. Project), created and established in Section 6.6 of the indenture.

"Acquisition and Construction Period" means the period between the beginning of the acquisition, construction and installation of the project or the date on which the bonds are first delivered to the purchasers thereof, whichever is earlier, and the completion date.

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

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

"Alternate Credit Facility" means an irrevocable letter of credit, a surety bond, an insurance policy or other credit facility delivered to the trustee pursuant to Section 5.9(e) of this Agreement.

"Authorized Company Representative" means such person at the time and from time to time designated to act on behalf of the company by written certificate furnished to the issuer, the trustee and the bank, containing the specimen signature of such person, signed on behalf of the company by the president, any vice president, the treasurer or the secretary of the company. Such certificate may designate an alternate or alternates.

"Bank" means First of America Bank-Illinois, N.A., in its capacity as the issuer of the initial letter of credit pursuant to Section 5.9(a) hereof, its successors in such capacity and their assigns, and the issuer of any substitute letter of credit pursuant to Section 5.9(b), Section 5.9(c) or Section 5.9(d) hereof, its successors in such capacity and their assigns.

"Bond" or "Bonds" means the Series 1997-A Bonds and the Series 1997-B Bonds.

"Bond Counsel" means the counsel who renders the opinion as to the tax-exempt status of the interest on the Series 1997-A Bonds on the date of the issuance, sale and delivery of the Series 1997-A Bonds or such other firm of attorneys of nationally recognized standing on the subject of bonds of states and their political subdivisions, as may be mutually satisfactory to the issuer, the company and the trustee.

"Bond Fund" means the City of Chicago, Illinois, Variable Rate Demand Industrial Development Revenue Bond Fund (BTI, Inc. Project), created and established in Section 6.2 of the indenture.

"Bond Purchase Fund" means the City of Chicago, Illinois, Variable Rate Demand Industrial Development Revenue Bond Purchase Fund (BTI, Inc. Project), created and established in Section 6.10 of the indenture.

"Buildings" means the buildings and related improvements to be acquired and constructed with a portion of the proceeds of the Series 1997-A Bonds, described in (Sub)Exhibit A attached hereto and made a part hereof, comprising a part of the project.

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

"Company" means BTI, Inc., a corporation duly organized, validly existing and in good standing under the laws of the state and any

surviving, resulting or transferee corporation, partnership or entity as permitted under Section 5.2(a) of this Agreement.

"Company Note" means the promissory note of the Company made payable to the order of the issuer and endorsed by the issuer to the order of the trustee delivered by the Company pursuant to Section 4.2(a) hereof, in order to evidence the obligation of the Company to repay the loan made to the Company hereunder, payments on which company note, together with payments on the land trust note, are provided to be sufficient to pay the principal of, premium, if any, and interest on the Bonds when due.

"Completion Date" means the date of completion of the project as that date shall be certified as provided in Section 3.4 of this Agreement.

"Costs of Issuance" means those issuance costs described in Section 147(g) of the Code and any regulations.

"Costs of the Project" means the sum of the items described in subsections (a) through (i) of Section 3.3 of this Agreement.

"Determination of Taxability" means (i) the receipt by the Company of a written notice from the trustee or the receipt by the Company and the trustee of a written notice from any owner or any former owner of any Series 1997-A Bond of any issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on such Series 1997-A Bond, or any installment thereof, is includable in the federal gross income of the taxpayer named therein (other than a "substantial user" of the project or any "related person" thereto, within the meaning of Section 147(a) of the Code), (ii) the delivery to the Company and the trustee of an opinion of Bond Counsel to the effect that the interest payable on any Series 1997-A Bonds, or any installment thereof, is includable in the federal gross income of the taxpayer named therein (other than a "substantial user" of the project or any "related person" thereto, within the meaning of Section 147(a) of the Code), (iii) the filing by the Company with the trustee, any owner or any former owner of any Series 1997-A Bond or the Internal Revenue Service of any certificate, statement, or other tax schedule, return or document which discloses that the interest payable on any Series 1997-A Bond, or any installment thereof, is includable in the federal gross income of the taxpayer named therein (other than a "substantial user" of the project or any "related person" thereto within the meaning of Section 147(a) of the Code), or (iv) any amendment, modification, addition or change shall be made in Section 144(a) of the Code or any other provision of the code or in any regulation or proposed regulation thereunder; or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality; or any opinion of any federal court or of the United States Tax Court shall be rendered; and the

trustee, the Bank or the owner or any former owner of any Series 1997-A Bonds shall have notified the Company in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified opinion that the interest payable on any Series 1997-A Bond, or any installment thereof, made on or after a date specified in said notice is excludable from the federal gross income of the taxpayer named therein (other than a "substantial user" of the project or any "related person" thereto, within the meaning of Section 147(a) of the Code).

"Equipment" means the machinery, equipment and related property to be acquired and installed with a portion of the proceeds of the Bonds, more particularly described in (Sub)Exhibit A attached hereto and made a part hereof, comprising a portion of the project.

"Event of Default" means an event of default specified in Section 6.1 of this Agreement.

"Indenture" means the indenture of trust dated as of September 1, 1997, from the issuer to the trustee, as from time to time supplemented and amended.

"Investment Obligations" means: (i) Governmental Obligations; (ii) interests in money market mutual funds registered under the Investment Company Act of 1940, as amended; provided that the governing instrument or order directs, requires, authorizes or permits investment in Governmental Obligations; provided further, that the portfolio of such investment company or investment trust is limited to Governmental Obligations and to repurchase agreements fully collateralized by such obligations; and provided further, that such investment company or investment trust or its agent shall take delivery of such collateral; (iii) bonds, notes or other obligations of any state of the United States of America or any unit of local government or school district of any state, which at the time of their purchase are rated in any of the two (2) highest rating categories by each rating agency; (iv) certificates of deposit or time deposits constituting direct obligations of any bank, as defined by the Illinois Banking Act (including the trustee and its affiliates), except that investments may be made only in certificates of deposit or time deposits which are: (A) insured by the Bank Insurance Fund or the Savings Association Insurance Fund as administered by the Federal Deposit Insurance Corporation, if then in existence; (B) continuously and fully secured by securities described above, which have a value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; or (C) issued by a bank whose outstanding unsecured long-term debt is rated at the time of issuance in any of the three (3) highest rating categories by each rating agency; (v) repurchase agreements with any bank, as defined by the Illinois Banking Act (including the trustee and its affiliates); provided that (A) said repurchase agreements are continuously and fully secured by any Governmental Obligations which have a value, exclusive of accrued

interest, at all times at least equal to the principal amount of such repurchase agreement; (B) the securities securing such repurchase agreements are held by the trustee or a third party acting solely as agent for the trustee; (C) said repurchase agreements are free and clear of third party liens; and (D) the trustee has a first perfected security interest in the collateral; (vi) investment agreements constituting an obligation of a bank, as defined by the Illinois Banking Act (including the trustee and its affiliates), whose outstanding unsecured long-term debt is rated at the time of such agreement in any of the three (3) highest rating categories by each Rating Agency; (vii) short term discount obligations of the Federal National Mortgage Association; (viii) commercial paper of corporations organized in the United States of America with assets exceeding Five Hundred Million Dollars (\$500,000,000) if (A) such obligations are rated at the time of purchase in one (1) of the three (3) highest rating categories by at least two (2) rating agencies and which mature not later than one hundred eighty (180) days from the date of purchase; (B) such purchases do not exceed ten percent (10%) of the corporation's outstanding obligations; and (C) no more than one-third (1/3) of the monies relating to the Bonds are so invested; or (ix) any other investment permitted by law.

"Issuer" means the City of Chicago, Illinois, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the state, and any successor body to the duties or functions of the issuer.

"Land" means the real estate to be acquired with a portion of the proceeds of the Series 1997-A Bonds, comprising a part of the project and described in (Sub)Exhibit C attached hereto and made a part hereof.

"Land Trust" means (i) Firststar Bank Illinois, not individually but as successor trustee to First Colonial Trust Company under Trust Agreement dated July 30, 1993, and known as Trust Number 1-5160, a banking corporation duly organized and validly existing under the laws of the state, and (ii) any surviving, resulting or transferee corporation as permitted by Section 5.2(b) of this Agreement.

"Land Trust Note" means the promissory note of the Land Trust made payable to the order of the Issuer and endorsed by the Issuer to the order of the trustee, delivered by the Land Trust pursuant to Section 4.2(a) hereof, in order to evidence the obligation of the Land Trust to repay the loan made to the Land Trust hereunder, payments on which land trust note, together with payments on the Company Note, are provided to be sufficient to pay the principal of, premium, if any, and interest on the Bonds when due.

"Letter of Credit" means the initial irrevocable, transferable letter of credit delivered to the trustee pursuant to Section 5.9(a) hereof, and, unless the context or use indicates another or different meaning or intent,

any substitute letter of credit delivered to the trustee pursuant to Section 5.9(b), Section 5.9(c) or Section 5.9(d) of this Agreement.

"Letter of Credit Agreement" means the reimbursement agreement dated as of September 1, 1997, by and among the Company, the Land Trust and the Bank, as from time to time supplemented and amended, under the terms of which the Bank agrees to issue and deliver the initial Letter of Credit to the trustee; and, unless the context or use indicates another or different meaning or intent, any letter of credit agreement or reimbursement agreement by and between the Company and the Issuer of any substitute Letter of Credit delivered to the trustee pursuant to Section 5.9(b), Section 5.9(c) or Section 5.9(d) hereof, as from time to time supplemented and amended, which provides that it is a Letter of Credit Agreement for purposes of this Agreement and the Indenture.

"Notes" means the Company Note and the Land Trust Note.

"Premises" means the project and the related facilities of the Company and the Land Trust located on the Land (more particularly described in (Sub)Exhibit C attached hereto and made a part hereof).

"Project" means the Land, the Buildings, the Equipment and related property to be acquired, constructed and installed by the Company and the Land Trust and financed with the proceeds of the Bonds.

"Rebate Fund" means the fund by that name, created and established under the tax exemption certificate and agreement.

"Regulations" means those regulations, whether now or hereafter adopted, proposed or temporary, prepared by the United States Department of the Treasury with respect to Section 103 or any of Sections 141 through 150 of the Code.

"Remarketing Agent" means Gates Capital Corporation, and any successors thereto, appointed in accordance with Section 10.11 of the Indenture.

"Remarketing Agreement" means the remarketing agreement dated as of September 1, 1997, by and among the Issuer, the Company and the Remarketing Agent, as from time to time supplemented and amended, and any remarketing agreement entered into in substitution therefor.

"Remedial Action Date" means the earliest of the following dates: (i) the Completion Date; (ii) the date on which the Company determines that the Project will not be completed; or (iii) the date on which the entire Project is placed in service, within the meaning of the Code.

"Series 1997-A Bonds" means the Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-A (BTI, Inc. Project) of the

Issuer, in the aggregate principal amount of \$_____, issued pursuant to the Indenture.

"Series 1997-B Bonds" means the Taxable Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-B (BTI, Inc. Project) of the Issuer, in the aggregate principal amount of \$_____, issued pursuant to the Indenture.

"State" means the state of Illinois.

"Stated Termination Date" means the date on which the Letter of Credit, as from time to time extended, is stated to expire.

"Tax Exemption Certificate and Agreement" means the tax exemption certificate and agreement, dated the date of issuance and delivery of the Series 1997-A Bonds, by and among the Issuer, the Company, the Land Trust and the trustee.

"Taxable Loan Purposes" means the payment of a portion of the costs of the Project, the payment of certain costs of issuance of the Bonds, the payment of certain expenses related to the Project (including without limitation working capital expenses) and the refinancing of certain outstanding indebtedness of the Company to be accomplished with a portion of the proceeds of the Series 1997-B Bonds.

"Trustee" means the trustee as defined under the Indenture.

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

Unless otherwise specified, references to articles, sections and other subdivisions of this Agreement are to the designated articles, sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

Article II.

Representations.

Section 2.1 Representations Of the Issuer.

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

(a) The Issuer is duly constituted and validly existing as a municipality and a home rule unit of government under the Constitution and the laws of the State. Under the provisions of the Act, the Issuer has the power to enter into the transactions contemplated by this Agreement, the Indenture, the Remarketing Agreement and the Tax Exemption Certificate and Agreement and to carry out its obligations hereunder and thereunder. The Project constitutes and will constitute a project which may be financed under the Act. By proper action of the City Council of the Issuer, the Issuer has been duly authorized to execute and deliver this Agreement, the Indenture, the Remarketing Agreement and the Tax Exemption Certificate and Agreement.

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

(c) To finance a portion of the Costs of the Project, the costs of issuance of the Bonds and the Taxable Loan Purposes, the Issuer proposes to issue its Bonds in the amount and having the terms and conditions specified in Articles II, III and IV of the Indenture. The proceeds of the Bonds will be lent to the Company and the Land Trust and used by the Company and the Land Trust to finance a portion of the Costs of the Project, the costs of issuance of the Bonds and the Taxable Loan Purposes, as set forth in Section 3.3 of this Agreement.

(d) The Issuer has not assigned or pledged, and will not assign or pledge, its right, title or interest in or to this Agreement or either Note, other than to secure the Bonds and as otherwise provided in the Indenture.

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

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

(g) The Issuer hereby finds and determines that the financing of the Project with the proceeds of the Series 1997-A Bonds and financing of the Taxable Loan Purposes with the proceeds of the Series 1997-B Bonds will further the public purposes under the Act, and that all requirements of the Act incident to the issuance of the Bonds have been completed.

(h) No member of the City Council or officer, employee or agent of the Issuer is directly or indirectly interested in the Company or the transactions contemplated hereby or by the Indenture or the Remarketing Agreement.

Section 2.2 Representations Of The Company.

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

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State, and has the power to enter into, and, by proper corporate action, has been duly authorized to execute and deliver this Agreement, the Company Note, the Letter of Credit Agreement, the Remarketing Agreement and the Tax Exemption Certificate and Agreement.

(b) Neither the execution and delivery of this Agreement, the Company Note, the Letter of Credit Agreement, the Remarketing Agreement and the Tax Exemption Certificate and Agreement, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, the Company Note, the Letter of Credit Agreement, the Remarketing Agreement and the Tax Exemption Certificate and Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Company or any subsidiary of the Company, except as contemplated by such documents. No condition applicable to the Company exists which would, upon the execution of this Agreement, with the lapse of time or the giving of notice, or both, become an Event of Default under this Agreement.

(c) The Project will be acquired, constructed and installed through the use of the Series 1997-A Bond proceeds, and will be located on the Land and within the corporate boundaries of the City of Chicago, Illinois, and the Taxable Loan Purposes relate to the Project and other facilities located in the City of Chicago, Illinois.

(d) The Company intends to use the Project in such a manner so as to maintain the status of the Project as a project, under the Act, for at least the duration of this Agreement; provided, that the Company reserves the right to cease using the Project, or to change the use of the Project or to dispose of the Project, as necessary or convenient in the judgment of the Board of Directors of the Company; provided further, that any such ceased use, change in use or disposition of the Project shall not, in an opinion of

Bond Counsel delivered to the Trustee, adversely affect the tax status of the interest on the Series 1997-A Bonds for federal income tax purposes.

(e) All of the Costs of the Project were determined or estimated in accordance with sound engineering and accounting principles.

(f) The information contained in the written documents relating to the Project provided by the Company to the Issuer and Bond Counsel with respect to the Bonds is true, correct and complete in all material respects.

(g) No part of the Project was acquired, constructed or installed, and no Costs of the Project were incurred or expended, on or before sixty (60) days prior to June 4, 1997.

(h) No more than twenty-five percent (25%) of the net proceeds of the Series 1997-A Bonds will be used to provide a facility, the primary purpose of which is retail food and beverage services or automobile sales or service or the provision of recreation or entertainment.

(i) None of the proceeds of the Series 1997-A Bonds will be used to provide any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, race track, airplane, skybox or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, and none of the proceeds of the Series 1997-A Bonds will be used for the acquisition of land to be used for farming or industrial park purposes.

(j) The Company has not received the proceeds or the benefits of the proceeds, or use any facility which was financed with the proceeds, of any outstanding tax-exempt obligations. The sum of the authorized face amount of the Series 1997-A Bonds allocable to each test-period beneficiary (as defined in Section 144(a)(10)(D) of the Code) plus the respective aggregate face amount of all tax-exempt private activity bonds presently outstanding which are allocable to each such test-period beneficiary does not exceed Forty Million Dollars (\$40,000,000).

(k) The Company will comply with the provisions of Section 148 of the Code, and in that connection, has executed and delivered the Tax Exemption Certificate and Agreement.

(l) The Company will not make any payments, or agreements to pay, to a party, other than the United States of America, an amount that is required to be paid to the United States of America under the rebate requirements of Section 148(f) of the Code by entering into any transaction that reduces the rebatable amount because such transaction results in a smaller profit or a larger loss than would have resulted if the

transaction had been at arm's length and had the yield of the Series 1997-A Bonds not been relevant to either party. The Company will not acquire with the proceeds of the Series 1997-A Bonds any certificate of deposit, investment contract, or any other type of investment which does not comply with the provisions of the Code.

(m) The information furnished by the Company and used by the Issuer in preparing the Form 8038, Information Return for Private Activity Bond Issues, which has been filed by or on behalf of the Issuer with the Internal Revenue Service Center in Philadelphia, Pennsylvania, pursuant to 149(e) of the Code, was true and complete as of the date of filing of said Form 8038.

(n) The weighted average maturity of the Series 1997-A Bonds does not exceed one hundred twenty percent (120%) of the weighted average estimated economic life of the components comprising the Project financed with the proceeds of the Series 1997-A Bonds, as determined pursuant to Section 147(b) of the Code.

(o) The property comprising the Project constitutes and will constitute at all times during the term of this Agreement, as set forth in Section 8.9 hereof, either land or property of a character subject to the allowance for depreciation under the Code; at least ninety-five percent (95%) of the net proceeds of the Series 1997-A Bonds are being used to finance the cost of land and such property; and all expenditures for and all Costs of the Project will be charged to a capital account for federal income tax purposes, or would be so chargeable either with a proper election or but for a proper election to deduct. In estimating the Costs of the Project, no amount has been included which, under the federal income tax laws, was or will be deductible by the Company in the year in which it was paid or incurred other than through an allowance for depreciation. No portion of the proceeds from the sale of the Series 1997-A Bonds will be used to provide working capital or to finance inventory, within the meaning of Section 144(a) of the Code.

(p) No portion of the proceeds of the Series 1997-A Bonds is to be used to finance the acquisition of any property (or an interest therein), other than (i) property the first use of which is pursuant to such acquisition, and (ii) any building (and any equipment purchased as a part thereof, if any) if the "rehabilitation expenditures," as defined in Section 147(d) of the Code, with respect to such building equal or exceed fifteen percent (15%) of the portion of the cost of acquiring such building (including such equipment) financed with the proceeds of the Series 1997-A Bonds; and no more than twenty-five percent (25%) of the proceeds of the Series 1997-A Bonds will be used to finance the acquisition of land or any interest therein.

(q) The facilities comprising the Project constitute manufacturing facilities, within the meaning of Section 144(a)(12) of the Code.

(r) The Project does not consist of a portion of (i) a single building, (ii) an enclosed shopping mall, or (iii) a strip of offices, stores or warehouses, using substantial common facilities with any other portion or portions of such property (of which the Project is a part) and where any such other portions were or will be financed with qualified bonds the interest on which is exempt from federal income taxes under Section 103(a) of the Code.

(s) The Project and the Taxable Loan Purposes will further the public purposes under the Act, including without limitation increasing employment opportunities and retaining employment opportunities in the City of Chicago, Illinois.

(t) The operation of the Project and the Premises in the manner presently contemplated and as described herein does not and will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law or regulation applicable to the Project or the Premises, as the case may be. The Company has caused the Project to be designed in accordance with all applicable federal, State and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety and environmental quality.

(u) The Company possesses, and agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the Project and the Premises as presently proposed to be operated; all such licenses, permits or other approvals required in connection with the acquisition, construction, installation and operation of the Project and the operation of the Premises have been duly obtained and are in full force and effect, except for any such licenses, permits or other approvals which are not yet required and which will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the acquisition, construction, installation and operation of the Project or the operation of the Premises.

Section 2.3 Representations Of The Land Trust.

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

(a) Firstar Bank Illinois is a banking corporation duly organized and validly existing under and in accordance with the laws of the State of Illinois, is acting as trustee for the beneficiaries of Trust Number 1-5160, which trust has been duly created under the laws of the State, pursuant to a certain trust agreement dated July 30, 1993, the form of which has been

approved by its beneficiaries and the Company, and has the power to enter into and by proper action of its beneficiaries, pursuant to the aforementioned trust agreement, has been duly authorized to execute and deliver this Agreement, the Land Trust Note, the Letter of Credit Agreement and all other documents contemplated hereby to be executed by the Land Trust.

(b) Neither the execution and delivery of this Agreement, the Land Trust Note, the Letter of Credit Agreement and the Tax Exemption Certificate and Agreement, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, the Land Trust Note, the Letter of Credit Agreement and the Tax Exemption Certificate and Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Land Trust is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Land Trust, except as contemplated by such documents. No condition applicable to the Land Trust exists which would, upon the execution of this Agreement, with the lapse of time or the giving of notice, or both, become an Event of Default under this Agreement.

(c) The Project will be acquired, constructed and installed through the use of the Series 1997-A Bond proceeds, and will be located on the Land and within the corporate boundaries of the City of Chicago, Illinois, and the Taxable Loan Purposes relate to the Project and other facilities located in the City of Chicago, Illinois.

(d) The Land Trust is leasing the portion of the Project which it owns to the Company, and will cause the Company to use the Project in such a manner so as to maintain the status of the Project as a project, under the Act, for at least the duration of this Agreement; provided, that the Company reserves the right to cease using the Project, or to change the use of the Project or to dispose of the Project, as necessary or convenient in the judgment of the Board of Directors of the Company; provided further, that any such ceased use, change in use or disposition of the Project shall not, in an opinion of Bond Counsel delivered to the Trustee, adversely affect the tax status of the interest on the Series 1997-A Bonds for federal income tax purposes.

(e) All of the Costs of the Project were determined or estimated in accordance with sound engineering and accounting principles.

(f) The information contained in the written documents relating to the Project provided by the Land Trust to the Issuer and Bond Counsel with respect to the Bonds is true, correct and complete in all material respects.

(g) No part of the Project was acquired, constructed or installed, and no Costs of the Project were incurred or expended, on or before sixty (60) days prior to June 4, 1997.

(h) No more than twenty-five percent (25%) of the net proceeds of the Series 1997-A Bonds will be used to provide a facility, the primary purpose of which is retail food and beverage services or automobile sales or service or the provision of recreation or entertainment.

(i) None of the proceeds of the Series 1997-A Bonds will be used to provide any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, race track, airplane, skybox or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, and none of the proceeds of the Series 1997-A Bonds will be used for the acquisition of land to be used for farming or industrial park purposes.

(j) The Land Trust (and its beneficiaries) has not received the proceeds or the benefits of the proceeds, or uses any facility which was financed with the proceeds, of any outstanding tax-exempt obligations. The sum of the authorized face amount of the Series 1997-A Bonds allocable to each test-period beneficiary (as defined in Section 144(a)(10)(D) of the Code) plus the respective aggregate face amount of all tax-exempt private activity bonds presently outstanding which are allocable to each such test-period beneficiary does not exceed Forty Million Dollars (\$40,000,000).

(k) The Land Trust will comply with the provisions of Section 148 of the Code, and in that connection, has executed and delivered the Tax Exemption Certificate and Agreement.

(l) The Land Trust will not make any payments, or agreements to pay, to a party, other than the United States of America, an amount that is required to be paid to the United States of America under the rebate requirements of Section 148(f) of the Code by entering into any transaction that reduces the rebatable amount because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on the Series 1997-A Bonds not been relevant to either party. The Land Trust will not acquire with the proceeds of the Series 1997-A Bonds any certificate of deposit, investment contract, or any other type of investment which does not comply with the provisions of the Code.

(m) The information furnished by the Land Trust and used by the Issuer in preparing the Form 8038, Information Return for Private Activity Bond Issues, which has been filed by or on behalf of the Issuer with the Internal Revenue Service Center in Philadelphia, Pennsylvania, pursuant to

Section 149(e) of the Code, was true and complete as of the date of filing of said Form 8038.

(n) The weighted average maturity of the Series 1997-A Bonds does not exceed one hundred twenty percent (120%) of the weighted average estimated economic life of the components comprising the Project financed with the proceeds of the Series 1997-A Bonds, as determined pursuant to Section 147(b) of the Code.

(o) The property comprising the Project constitutes and will constitute at all times during the term of this Agreement, as set forth in Section 8.9 hereof, either land or property of a character subject to the allowance for depreciation under the Code; at least ninety-five percent (95%) of the net proceeds of the Series 1997-A Bonds are being used to finance the cost of land and such property; and all expenditures for and all Costs of the Project will be charged to a capital account for federal income tax purposes, or would be so chargeable either with a proper election or but for a proper election to deduct. In estimating the Costs of the Project, no amount has been included which, under the federal income tax laws, was or will be deductible by the Land Trust in the year in which it was paid or incurred other than through an allowance for depreciation. No portion of the proceeds from the sale of the Series 1997-A Bonds will be used to provide working capital or to finance inventory, within the meaning of Section 144(a) of the Code.

(p) No portion of the proceeds of the Series 1997-A Bonds is to be used to finance the acquisition of any property (or an interest therein), other than (i) property the first use of which is pursuant to such acquisition, and (ii) any building (and any equipment purchased as a part thereof, if any) if the "rehabilitation expenditures", as defined in Section 147(d) of the Code, with respect to such building equal or exceed fifteen percent (15%) of the portion of the cost of acquiring such building (including such equipment) financed with the proceeds of the Series 1997-A Bonds; and no more than twenty-five percent (25%) of the proceeds of the Series 1997-A Bonds will be used to finance the acquisition of land or any interest therein.

(q) The facilities comprising the Project constitute manufacturing facilities, within the meaning of Section 144(a)(12) of the Code.

(r) The Project does not consist of a portion of (i) a single building, (ii) an enclosed shopping mall, or (iii) a strip of offices, stores or warehouses, using substantial common facilities with any other portion or portions of such property (of which the Project is a part) and where any such other portions were or will be financed with qualified bonds the interest on which is exempt from federal income taxes under Section 103(a) of the Code.

(s) The Project will further the public purposes under the Act, including without limitation increasing employment opportunities and retaining employment opportunities in the City of Chicago, Illinois.

(t) The operation of the Project and the Premises in the manner presently contemplated and as described herein does not and will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law or regulation applicable to the Project or the Premises, as the case may be. The Land Trust has caused the Project to be designed in accordance with all applicable federal, State and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety and environmental quality.

(u) The Land Trust possesses, and agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the Project and the Premises as presently proposed to be operated; all such licenses, permits or other approvals required in connection with the acquisition, construction, installation and operation of the Project and the operation of the Premises have been duly obtained and are in full force and effect, except for any such licenses, permits or other approvals which are not yet required and which will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the acquisition, construction, installation and operation of the Project or the operation of the Premises.

Article III.

Acquisition, Construction And Installation Of The Project; Refinancing; Issuance Of The Bonds.

Section 3.1 Acquisition, Construction And Installation Of The Project; Title.

The Company and the Land Trust, jointly and severally, agree that they will acquire, construct and install, or complete the acquisition, construction and installation of, the Project, substantially in accordance with the plans and specifications therefor prepared by engineers selected by the Company, including any and all supplements, amendments and additions (or deletions) thereto (or therefrom), which plans and specifications shall be made available to the Issuer, the Trustee and the Bank on request; provided, however, that such other facilities and property contemplated by such supplements, amendments and additions (or deletions) to (or from) the plans and specifications shall not materially impair the effective use of the Project contemplated by this Agreement.

The Land Trust represents and warrants that it has, or prior to the Completion Date will have, acquired good and marketable title to the Land and to all real estate (or an interest therein) constituting the Premises to enable the Land Trust and the Company to acquire, construct, install and use the Project as contemplated by this Agreement. The Land Trust and the Company represent and warrant that they have, or prior to the Completion Date will have, acquired good and marketable title to all property constituting the Project and the Premises in order to enable the Company to use the Project as contemplated by this Agreement.

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

In order to provide for the financing of the Project, the Issuer agrees that it will issue, sell and cause to be delivered to the purchasers thereof, its Series 1997-A Bonds in the aggregate principal amount of \$ _____; and in order to provide for the Taxable Loan Purposes, the Issuer agrees that it will issue, sell and cause to be delivered its Series 1997-B Bonds in the aggregate principal amount of \$ _____; each series of Bonds bearing interest, maturing, subject to prior redemption and subject to tender for purchase as set forth in the Indenture. The Issuer will thereupon lend the proceeds of the Series 1997-A Bonds to the Land Trust in the amount of \$ _____ to pay a portion of the Costs of the Project and the Company in the amount of \$ _____ to pay a portion of the Costs of the Project and to pay certain costs of issuance of the Bonds, and will thereupon lend the proceeds of the Series 1997-B Bonds to the Company to finance the Taxable Loan Purposes. The proceeds of the Bonds shall be disbursed as provided in Section 2.10 of the Indenture.

Section 3.3 Disbursements From The Acquisition And Construction Fund.

The Issuer authorizes and directs the Trustee, upon compliance with the Indenture, to disburse the monies in the Acquisition and Construction Fund to or on behalf of the Company and the Land Trust for the following purposes and, subject to the provisions of Sections 3.5 and 3.6 hereof and the provisions of the Tax Exemption Certificate and Agreement, for no other purposes:

- (a) Payment to the Company and the Land Trust of such amounts, if any, as shall be necessary to reimburse the Company and the Land Trust in full for all advances and payments made by either of them at any time prior to or after the delivery of the Bonds for expenditures in connection with the preparation of plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof), payment to the Company, the Land Trust or either of its named payees for costs of the acquisition, construction and installation of the Project, incurred and expended after the sixtieth (60th) day prior to June 4, 1997.

(b) Payment or reimbursement of any legal, financial and accounting fees and expenses (including fees relating to the Letter of Credit), costs of the execution and filing of any instruments and the preparation of all other documents in connection therewith, and payment or reimbursement of all fees, costs and expenses for the preparation of this Agreement, the Notes, the Indenture, the Letter of Credit Agreement, the Letter of Credit, the Remarketing Agreement, the Tax Exemption Certificate and Agreement and the Bonds.

(c) Payment or reimbursement for labor, services, materials and supplies used or furnished in the acquisition, construction and installation of the Project, all as provided in the plans, specifications and work orders therefor, payment or reimbursement for the cost of the construction, acquisition and installation of utility services or other facilities and the acquisition and installation of all personal property deemed necessary in connection with the Project and payment or reimbursement for the miscellaneous capital expenditures incidental to any of the foregoing items.

(d) Payment or reimbursement of the fees, if any, for architectural, engineering, legal, investment banking and supervisory services with respect to the Project.

(e) To the extent not paid by a contractor for construction with respect to any part of the Project, payment or reimbursement of the premiums on all insurance required to be taken out and maintained during the Acquisition and Construction Period, if any.

(f) Payment of the taxes, assessments and other charges, if any, that may become payable during the Acquisition and Construction Period with respect to the Project, or reimbursement thereof if paid by the Company.

(g) Payment or reimbursement of expenses incurred in seeking to enforce any remedy against any supplier, conveyor, grantor, contractor or subcontractor in respect of any default under a contract relating to the Project.

(h) Payment of the interest on the Series 1997-A Bonds during the Acquisition and Construction Period.

(i) Payment of any other costs permitted by the Act.

(j) All monies remaining in the Acquisition and Construction Fund after the Completion Date and after payment or provision for payment of all other items provided for in the preceding subsections (a) through (i), inclusive, of this Section 3.3, shall at the direction of the Company be used in accordance with Section 3.4 of this Agreement.

Notwithstanding the foregoing, in no event shall the Costs of Issuance financed with the proceeds of the Series 1997-A Bonds exceed \$_____ (two percent (2%) of the face amount of the Series 1997-A Bonds).

Except as otherwise provided in the Tax Exemption Certificate and Agreement, each of the payments referred to in this Section 3.3, other than those payments referred to in subsection (j) above, shall be made upon receipt by the Trustee of a written requisition signed by the Authorized Company Representative, and approved in writing by the Bank, stating with respect to each payment to be made: (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) the amount to be paid, (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Acquisition and Construction Fund and has not been the basis of any previous withdrawal, (v) if such payment is for Costs of Issuance, that such payment, together with all other payments of Costs of Issuance paid for out of the proceeds of the Series 1997-A Bonds, does not exceed \$_____, and (vi) that the amount remaining in the Acquisition and Construction Fund after the withdrawal in question is made, the reasonable estimate of investment income thereon, plus funds of the Company or the Land Trust available for such purpose will, after payment of the amounts then requested, be sufficient to pay the cost of completing the Project. Each such requisition shall be in substantially the same form as (Sub)Exhibit D attached to and made a part of this Agreement. The Trustee or the Bank may further require that disbursements from the Acquisition and Construction Fund shall be effectuated through a construction escrow account on terms commonly employed with respect to construction projects in the State, or through a system of lien waiver examinations, established with Chicago Title Insurance Company. The terms of said construction escrow account or said lien waiver examinations may require that disbursements will be made therefrom only upon issuance by said title insurance company of an interim mechanic's lien endorsement to the title policy referred to in the Letter of Credit Agreement, covering each disbursement. The Company hereby agrees to pay any cost involved in effecting such disbursements through such construction escrow account or said lien waiver examinations. The Land Trust shall effect disbursements from the Acquisition and Construction Fund through the Authorized Company Representative who shall act as the agent of the Land Trust for purposes of such disbursements. The Company and the Land Trust hereby agree to cooperate in connection with the acquisition, construction and installation of the Project and the disbursement of monies from the Acquisition and Construction Fund for such purpose.

Section 3.4 Establishment Of Completion Date; Obligation Of Company To Complete.

The Completion Date shall be evidenced to the Trustee and the Bank by a certificate signed by the Authorized Company Representative, stating the

Costs of the Project and stating that (i) the acquisition, construction and installation of the Project has been completed substantially in accordance with the plans, specifications and work orders therefor and all labor, services, materials and supplies used in such acquisition, construction and installation have been paid for, and (ii) all other facilities necessary in connection with the Project have been acquired, constructed and installed in accordance with the plans, specifications and work orders therefor, and all costs and expenses incurred in connection therewith (other than cost and expenses for which the Company or the Land Trust has withheld payment) have been paid. If the Company or the Land Trust withholds the payment of any such cost or expense of the Project, the certificate shall state the amount of such withholding and the reason therefor. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. It shall be the duty of the Company to cause such certificate to be furnished to the Trustee and the Bank promptly after the Project shall have been completed.

Within ten (10) days of the delivery by the Authorized Company Representative of the certificate evidencing the Completion Date, the Trustee shall retain in the Acquisition and Construction Fund a sum equal to the amounts necessary for payment of Costs of the Project not then due and payable or liability for which the Company is contesting as set forth in said certificate. Any amount not to be retained in the Acquisition and Construction Fund for such costs, and all amounts so retained but not subsequently used and for which notice of such failure of use has been given by the company to the Trustee, and all amounts on deposit in the Acquisition and Construction Fund if the company determines that the Project will not be completed, shall be segregated by the Trustee and used by the Trustee, at the direction of the Authorized Company Representative, within ninety (90) days of the Remedial Action Date for one of the following purposes: (a) to redeem Series 1997-A Bonds prior to maturity on the earliest redemption date permitted by Section 7.4 hereof and the Indenture, or, at the option of the Company, at an earlier redemption date, (b) to purchase Series 1997-A Bonds on the open market prior to such redemption date (provided, that, if Series 1997-A Bonds are purchased in an amount in excess of the principal amount thereof, the Company shall pay such excess out of other funds) for the purpose of cancellation, or (c) for any other purpose, provided, that the Trustee is furnished with an opinion of Bond Counsel to the effect that such use is lawful under the Act, and does not adversely affect the exclusion of interest on any of the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purpose. Until used for one (1) or more of the foregoing purposes, such segregated amount may be invested as permitted by Section 3.5 hereof, but may not be invested, without an opinion of Bond Counsel to the effect that such investment does not adversely affect the exclusion of interest on any of the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes, to produce a yield on

such amount (computed from the Completion Date and taking into account any investment of such amount from the Completion Date) greater than the yield on the Series 1997-A Bonds, Computed in accordance with the applicable provisions of the Code and the Regulations. The Issuer agrees to cooperate with the Trustee and take all required action necessary to redeem the Series 1997-A Bonds or to accomplish any other purposes contemplated by this Section 3.4. Notwithstanding the foregoing to the contrary, the Company agrees to comply with Regulation Section 1.144-2 to the extent that such Regulation is applicable to the Series 1997-A Bonds.

In the event the monies in the Acquisition and Construction Fund available for payment of the Costs of the Project should not be sufficient to pay the costs thereof in full, the Company agrees to pay directly the costs of completing the Project as may be in excess of the monies available therefor in the Acquisition and Construction Fund. The Issuer does not make any warranty, either express or implied that the monies which will be paid into the Acquisition and Construction Fund and which, under the provisions of this Agreement, will be available for payment of a portion of the Costs of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Company agrees that if after exhaustion of the monies in the Acquisition and Construction Fund the Company should pay any portion of the Costs of the Project pursuant to the provisions of this Section 3.4, it shall not be entitled to any reimbursement therefor from the Issuer, the Trustee or the Bank, nor shall it be entitled to any diminution of the amounts payable under Section 4.2 hereof or under either Note.

Section 3.5 Investment Of Monies In The Acquisition And Construction Fund, The Bond Fund And The Bond Purchase Fund.

Any monies held as part of the Acquisition and Construction Fund shall be invested or reinvested by the Trustee, upon oral direction of the Authorized Company Representative, promptly confirmed in writing, as provided in Article VII of the Indenture, to the extent permitted by law, in Investment Obligations, and if no direction is given, the Trustee shall invest monies on deposit in the Acquisition and Construction Fund in obligations described in clause (iv) of the definition of Investment Obligations. Any monies held as part of the Bond Fund shall be invested or reinvested by the Trustee upon the oral direction of the Authorized Company Representative, promptly confirmed in writing, as provided in Article VII of the Indenture, to the extent permitted by law, in Governmental Obligations. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. The Trustee may make any and all such investments through its own bond department.

The investments so purchased shall be held by the Trustee, and shall be deemed at all times a part of the Acquisition and Construction Fund or the Bond Fund, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund and any net losses

resulting from such investment shall be charged to such fund. Although the Company recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional costs, the Company hereby agrees that confirmations of investments made by the Trustee pursuant to Article VII of the Indenture are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No such statement need be rendered pursuant to the provisions thereof or of the Indenture if no activity occurred in the fund or account during such preceding month.

Any monies held as part of the Bond Purchase Fund shall not be invested.

Section 3.6 Special Arbitrage Certifications and Covenants.

The Issuer, the Company and the Land Trust covenant and agree that so long as any Series 1997-A Bonds shall remain outstanding, monies on deposit in any fund or account in connection with the Series 1997-A Bonds (whether or not such monies were derived from the proceeds of the Series 1997-A Bonds or from any other source) will not be used in any manner which would cause the Series 1997-A Bonds to be classified as "arbitrage bonds", within the meaning of Section 148 of the Code and the applicable Regulations, and further jointly and severally covenant and agree to comply with the requirements of the Tax Exemption Certificate and Agreement and of said Section 148 and the Regulations and to execute such certificates as may be necessary to evidence such compliance. To the extent of any inconsistency between the Tax Exemption Certificate and Agreement and this Agreement, the Tax Exemption Certificate and Agreement shall control.

The Issuer hereby authorizes and directs the Company to cause the Trustee to transfer monies in the Acquisition and Construction Fund to the Rebate Fund to the extent required under the Tax Exemption Certificate and Agreement.

Article IV.

Repayment Provisions.

Section 4.1 Bond Proceeds.

The Issuer covenants and agrees, upon the terms and conditions of this Agreement, to lend a portion of the proceeds received from the sale of the Series 1997-A Bonds to the Land Trust in the amount of \$_____ in order to finance a portion of the Costs of the Project as described in the preambles hereto, to lend a portion of the proceeds of the Series 1997-A Bonds to the Company in the amount of \$_____ in order to finance a

portion of the Costs of the Project as described in the preambles hereto and the Costs of Issuance, and to lend the proceeds of the Series 1997-B Bonds to the Company in order to finance the Taxable Loan Purposes. Pursuant to said covenant and agreement, the Issuer will issue the Bonds upon the terms and conditions contained in the Indenture and this Agreement, and will lend the proceeds of the Bonds to the Company and the Land Trust as herein provided by causing the Bond proceeds to be applied as provided in Section 2.10 of the Indenture and Article III of this Agreement. Such proceeds shall be disbursed by the Trustee to or on behalf of the Company and the Land Trust as provided in Section 3.3 of this Agreement.

Section 4.2 Repayment Of The Loan And Payment Of Other Amounts Payable.

(a) As evidence of its obligation to repay the loan made hereunder by the Issuer to the Land Trust, the Land Trust will issue its Land Trust Note in the principal amount of \$_____. As evidence of its obligation to repay the loan made hereunder by the Issuer to the Company, the Company will issue its Company Note in the principal amount of \$_____. The Notes shall be dated the date of issuance and delivery of the Bonds shall mature on September 1, 20____, except as the provisions hereinafter set forth with respect to prepayment may become applicable to the Notes. The principal of the Land Trust Note shall bear interest on the unpaid principal amount thereof from the date of the Land Trust Note at such rates equal to the interest rates from time to time borne by the Series 1997-A Bonds, calculated on the same basis and to be paid on the same dates as interest on the Series 1997-A Bonds is calculated and paid from time to time. The principal of the Company Note shall bear interest on the unpaid principal amount thereof from the date of the Company Note at such rates equal to the interest rates from time to time borne by the Bonds, calculated on the same basis and to be paid on the same dates as interest on the Bonds is calculated and paid from time to time; provided, that a portion of the principal of the Company Note in the amount of \$_____ shall bear interest at the interest rate from time to time established for the Series 1997-A Bonds, and a portion of the principal of the Company Note in the amount of \$_____ shall bear interest at the interest rate from time to time established for the Series 1997-B Bonds. The Notes shall be subject to prepayment as herein provided. Payments of the principal of, premium, if any, and interest on the Notes shall be made in lawful money of the United States of America in federal or other immediately available funds at the principal corporate trust office of the Trustee. The Notes shall be in substantially the same forms as (Sub)Exhibit B attached hereto and made a part of this Agreement. The Issuer, the Company and the Land Trust agree that the Notes shall be payable to the Issuer, and shall be endorsed and pledged by the Issuer to the Trustee. The Company and the Land Trust covenant and agree that the payments of principal of, premium, if any, and interest on the Notes shall at all times be sufficient to enable the Issuer to

pay when due the principal of, premium, if any, and interest on the Bonds; provided, that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund on a payment date shall be credited against the payments due on such date, as appropriate; and provided further, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Trustee in the Bond Fund should be sufficient (and remain sufficient) to pay on the dates required the principal of, premium, if any, and interest on the Bonds then remaining unpaid, the Company and the Land Trust shall not be obligated to make any further payments under the provisions of this Section 4.2(a) or on the Notes. Notwithstanding the provisions of the preceding sentence, if on any date the Excess Amount held by the Trustee in the Bond Fund is insufficient to make the then required payments of principal (whether at maturity or upon redemption prior to maturity or acceleration), premium, if any, and interest on the Bonds on such date, the Company and the Land Trust shall forthwith pay such deficiency, as appropriate. The term "Excess Amount" as of any interest payment date shall mean the amount in the Bond Fund on such date in excess of the amount required for the payment of the principal of the Bonds which theretofore have matured at maturity or on a date fixed for redemption and premium, if any, on such Bonds in all cases where Bonds have not been presented for payment and paid, or for the payment of interest which has theretofore come due in all cases where interest checks have not been presented for payment and paid.

If the Company or the Land Trust shall fail to pay any installment of principal of, premium, if any, or interest on the respective Note or under this Section 4.2(a), the installment so in default shall continue as an obligation of the Company or the Land Trust, as the case may be, until the amount so in default shall have been fully paid, and the Company and the Land Trust, as appropriate, agree to pay the same with interest thereon until paid (to the extent legally enforceable) at a rate equal to the rate borne by the Bonds from time to time from the due date thereof until paid.

(b) The Company also agrees to pay the reasonable expenses of the Issuer incurred in fulfilling its obligations under this Agreement, the Indenture, the Remarketing Agreement and the Tax Exemption Certificate and Agreement.

(c) The Company also agrees to pay to the Trustee (i) the initial acceptance fee of the Trustee and the costs and expenses, including reasonable attorneys' fees and expenses incurred by the Trustee in entering into and executing the Indenture and the Tax Exemption Certificate and Agreement, and (ii) during the term of this Agreement (A) an amount equal to the annual fee of the Trustee for the ordinary services of the Trustee, as trustee, rendered and its ordinary expenses incurred under the Indenture and the Tax Exemption Certificate and Agreement, including attorneys' fees and expenses, as and when the same become due, (B) the reasonable fees, charges and expenses of the Trustee, as and when the same become due, and (C) the reasonable fees, charges and expenses of the Trustee for the necessary

extraordinary services rendered by it and extraordinary expenses incurred by it under the Indenture and the Tax Exemption Certificate and Agreement, including attorneys' fees and expenses, as and when the same become due.

(d) The Company also agrees to pay all fees, charges and expenses of the Remarketing Agent as set forth in the Remarketing Agreement in carrying out its duties and obligations and performing its services under and pursuant to the Indenture and the Remarketing Agreement.

(e) In addition to the payments required to be made by the Company and the Land Trust pursuant to foregoing subsections of this Section 4.2 and the Notes, the Company hereby agrees to pay to the Trustee amounts sufficient to pay the purchase price of any Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of the Indenture, on the purchase date of such Bonds as set forth in said Section 4.1 or said Section 4.2, as the case may be. All such payment shall be made to the Trustee in lawful money of the United States of America in federal or other immediately available funds at the principal corporate trust office of the Trustee. Except as required by this Section 4.2(e), so long as a Letter of Credit is in effect, the Company will not, directly or indirectly, purchase any Bonds, except Bonds that bear interest at a Fixed Rate, with any monies that do not constitute Available Monies.

(f) In the event that the Trustee is authorized and directed to draw monies under the Letter of Credit in accordance with the provisions of the Indenture to the extent necessary to pay the principal of, and interest on the Bonds and the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase if and when due, any monies derived from a drawing under the Letter of Credit shall constitute a credit against the obligation of the Company or the Land Trust, as the case may be, to make corresponding payments on the respective Notes and under subsections (a) and (e) of this Section 4.2.

(g) If the date when any of the payments required to be made by this Section 4.2 is not a Business Day, then such payments may be made on the next Business Day with the same force and effect as if made on the nominal due date, and no interest shall accrue for the current interest payment period after such date, but shall accrue for the next interest payment period, and shall be payable on the next interest payment date.

(h) The Company, on its own behalf and as agent for the Land Trust, shall have, and is hereby granted, the option to elect to convert the interest rate borne by the 1997-A Bonds and the Series 1997-B Bonds from the Weekly Rate, the Monthly Rate or the Adjustable Rate to the Weekly Rate, the Monthly Rate, the Adjustable Rate or the Fixed Rate, as the case may be, pursuant to the provisions of, and subject to the terms and conditions set forth in, Section 2.2 of the Indenture.

Section 4.3 No Defense Or Set-off; Unconditional Obligation.

The obligations of the Company and the Land Trust to make the payments required in Section 4.2 hereof and pursuant to the respective Notes and to perform and observe the other agreements on their respective parts contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim either might otherwise have against the other, the Issuer or the Trustee. The Company and the Land Trust shall pay net during the term of this Agreement the payments to be made on account of the respective loans as prescribed in Section 4.2 hereof and all other payments required hereunder free of any deductions and without abatement, diminution or set-off, other than those herein expressly provided. Until such time as the principal of, premium, if any, and interest on the Notes and the Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Company and the Land Trust: (i) will not suspend or discontinue any payments provided for in Section 4.2 hereof or the Notes; (ii) will perform and observe all of its covenants and agreements contained in this Agreement; and (iii) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project or the Premises, commercial frustration of purpose, any change in the tax laws of the United States of America or the state or any political subdivision thereof, or any failure of the Issuer, the Trustee or the Bank to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, except to the extent permitted by this Agreement.

Section 4.4 Assignment And Pledge Of Issuer's Rights.

As security for the payment of its Bonds, the Issuer will assign and pledge to the Trustee all right, title and interest of the Issuer in and to this Agreement and the Notes, including the right to receive payments hereunder and thereunder (except the right to receive payments, if any, under Sections 4.2(b), 5.3 and 6.3 hereof and the rights to make determinations and receive notices as herein provided), and hereby directs the Company and the Land Trust to make said payments directly to the Trustee. The Company and the Land Trust herewith assent to such assignment and pledge and will make payments directly to the Trustee without defense or set-off by reason of any dispute between either the Company or the Land Trust and the other, the Issuer, the Trustee or the Bank.

Article V.

Special Covenants And Agreements.

Section 5.1 Issuer's And Trustee's Right Of Access To The Project And The Premises.

The Company and the Land Trust agree that, during the term of this Agreement, the Issuer, the Trustee, the Bank and their duly authorized agents shall have the right during regular business hours, with reasonable notice, to enter upon and to examine and inspect the Project and the Premises, subject to such limitations, restrictions and requirements as the Company may reasonably prescribe, including but not limited to the standard visitor agreement of the Company, if any.

Section 5.2 Company And Land Trust To Maintain Existence; Conditions Under Which Exceptions Permitted.

(a) The Company agrees that during the term of this Agreement and so long as any Bond is outstanding, it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it; provided, that the Company may, without violating the agreements contained in this Section 5.2, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of the United States of America or any state, district or territory thereof) or permit one (1) or more other domestic corporations to consolidate with or merge into it, or sell or otherwise transfer to another domestic corporation, limited liability company, partnership or other entity all or substantially all of its assets as an entirety and thereafter dissolve; provided, that in the event the Company is not the surviving, resulting or transferee corporation, as the case may be, that the surviving, resulting or transferee corporation, limited liability company, partnership or other entity (i) is a domestic corporation, limited liability company, partnership or other entity as aforesaid; (ii) is qualified to do business in the State; (iii) assumes in writing all of the obligations of the Company under this Agreement, the Company Note, the Letter of Credit Agreement, the Remarketing Agreement and the Tax Exemption Certificate and Agreement; (iv) has a "Consolidated Tangible Net Worth" (after giving effect to such merger, consolidation or transfer) of not less than the Consolidated Tangible Net Worth of the Company immediately prior to such merger, consolidation or transfer; and (v) delivers to the Trustee an opinion of Bond Counsel to the effect that such merger, consolidation or transfer does not adversely affect the tax status of the interest on the Series 1997-A Bonds for federal income tax purposes. The term "Consolidated Tangible Net Worth", as used in this Section 5.2, shall mean the difference obtained by subtracting total consolidated liabilities of the Company and its consolidated

subsidiaries, from total consolidated assets of the Company and its consolidated subsidiaries, less the aggregate amount of any intangible assets, including, without limitation, good will, franchises, licenses, patents, trademarks, trade names, copyrights, service marks and brand names.

(b) The Land Trust agrees that during the term of this Agreement it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation, or permit one (1) or more corporations to consolidate with or merge into it; provided, that the Land Trust may, without violating the Agreement contained in this Section 5.2, consolidate with or merge into another Illinois banking corporation or a national banking association having trust powers or permit one (1) or more such corporations or associations to consolidate with or merge into it, or sell or otherwise transfer to another such corporation or association all or substantially all of its assets as an entirety and thereafter dissolve, provided, that the surviving, resulting or transferee corporation or association, as the case may be, (i) is an Illinois banking corporation or national banking association as aforesaid, (ii) is qualified to do business and is in good standing in the State, (iii) is successor trustee of Land Trust Number 1-5160, and (iv) assumes in writing all of the obligations of the Land Trust under this Agreement, the Land Trust Note, the Letter of Credit Agreement and the Tax Exemption Certificate Agreement. Firstar Bank Illinois may be released as obligor under this Agreement, the Land Trust Note, the Letter of Credit Agreement and the Tax Exemption Certificate and agreement in the event a successor is appointed as trustee of Land Trust Number 1-5160, pursuant to the provisions of the trust agreement creating the Land Trust, which contains provisions establishing an orderly system for the appointment of successor trustees and naming alternate trustees therein, and such successor trustee assumes in writing all of the obligations of the Land Trust under this Agreement, the Land Trust Note, the Letter of Credit Agreement and the Tax Exemption Certificate and Agreement.

Section 5.3 Release And Indemnification Covenants.

(a) The Issuer and its City Council members, officers, agents, employees, successors and assigns or other elected or appointed officials of the Issuer, past, present, or future (hereinafter the "Indemnified Persons") shall not be liable to the Company or the Land Trust for any reason. The Company shall defend, indemnify and hold the Issuer and the Indemnified Persons harmless from any loss, claim, damage, tax, penalty or expense (including reasonable counsel fees), or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from, or in any way connected with: (i) the financing, acquisition, construction, installation, operation, use or maintenance of the Project or the Premises, (ii) any act, failure to act, or misrepresentation by any person in connection with the issuance, sale, delivery or remarketing of the Bonds, or (iii) any act, failure to act, or misrepresentation by the Issuer in connection with this Agreement

or any other document involving the Issuer in this matter. If any suit, action or proceeding is brought against the Issuer or any Indemnified Person, that suit, action or proceeding shall be defended by counsel to the Issuer or the Company, as the Issuer shall determine. If the defense is by counsel to the Issuer, the Company shall indemnify the Issuer and the Indemnified Persons for the reasonable costs of that defense including reasonable counsel fees. If the Issuer determines that the Company shall defend the Issuer or any Indemnified Person, the Company shall immediately assume the defense at its own cost. Neither the Issuer nor the Company shall be liable for any settlement of any proceeding made without each of their consent (which consent shall not be unreasonably withheld).

(b) The Company shall also indemnify the Issuer and the Indemnified Persons for all reasonable costs and expenses, including reasonable counsel fees, incurred in: (i) enforcing any obligation of the Company under this Agreement or any related agreement, (ii) taking any action requested by the Company, (iii) taking any action required by this agreement or any related agreement, or (iv) taking any action considered necessary by the Issuer and which is authorized by this Agreement or any related agreement.

(c) The Company shall and hereby agrees to indemnify and save the Trustee harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the conduct or management of, or from any work or thing done on, the Project or the Premises during the term of Agreement, including, without limitation, (i) any condition of the Project or the Premises, (ii) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, (iii) any act or negligence of the Company or of any of its agents, contractors, servants, employees or licensees, or (iv) any act or negligence of any assignee or lessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company. The Company shall indemnify and save the Trustee harmless from any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon, and, upon notice from the Trustee, the Company shall defend the Trustee in any such action or proceeding.

In addition, the Company hereby agrees to indemnify the Trustee for, and hold it harmless against, any loss, liability, damages or expense (including reasonable attorney's fees) incurred by it in connection with the acceptance or administration of the Indenture and its duties thereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under the Indenture. The Trustee shall notify the Company promptly of any claim asserted against the Trustee for which it may seek indemnity. Failure of the Trustee to so notify the Company shall not release the Company or the Land Trust of their respective obligations under this Agreement. The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through its negligence, bad faith or intentional misconduct.

(d) Notwithstanding the fact that it is the intention of the parties hereto that the Issuer shall not incur any pecuniary liability by reason of the terms of this Agreement or the undertakings required of the Issuer hereunder by reason of the issuance of the Bonds, by reason of the execution of the Indenture or by reason of the performance of any act requested of the Issuer by the Company or the Land Trust, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing; nevertheless, if the Issuer should incur any such pecuniary liability, then in such event the Company shall indemnify and hold the Issuer harmless to the full extent permitted by law against all claims by or on behalf of any person, firm or corporation or other legal entity arising out of the same and all reasonable costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Issuer, the Company shall defend the Issuer in any such action or proceedings.

(e) Any provision of this Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Issuer retains the right to (i) enforce any applicable federal or State law or regulation or ordinance of the Issuer, and (ii) enforce any rights accorded the Issuer by federal or State law or regulation or ordinance of the Issuer, and nothing in this Agreement shall be construed as an express or implied waiver thereof.

(f) If the Issuer is to take any action under this Agreement or any other instrument executed in connection herewith for the benefit of the Company, it will do so if and only if (i) the Issuer is a necessary party to any such action or proceeding, (ii) the Issuer has received specific written direction from the Company, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Issuer, and (iii) a written agreement of indemnification and payment of costs, liabilities and expenses satisfactory to the Issuer has been executed by the Company prior to the taking of any such action by the Issuer.

(g) Promptly after receipt by an indemnified party under this Section 5.3 of notice of the commencement of any action or threatened action, such indemnified party will, if a claim in respect thereof is to be made against the Company under this Section 5.3, notify the Company in writing of the commencement thereof; but the omission so to notify the Company will not relieve the Company from any liability which it may have to any indemnified party otherwise than under this Section 5.3. In case any such action is brought against any indemnified party, and it notifies the Company of the commencement thereof, the Company will assume the defense thereof with counsel reasonably satisfactory to such indemnified party. Any such indemnified party will reasonably cooperate with the Company in any investigation relating to such action, the defense of such action, and any attempts to settle or compromise any such action. After notice from the Company to such indemnified party of its assumption of the defense of any

such action, which notice shall be within sixty (60) days of receipt of the notice from the indemnified party to the Company described above, the company will not, except as hereinafter provided, be liable to such indemnified party under this Section 5.3 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof. If the Company shall not have employed counsel to have charge of the defense of any such action, or has not notified the indemnified party of such employment, or if any such indemnified party or parties shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those available to the Company (in which case the Company shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), legal and other expenses thereafter reasonably incurred by the indemnified party shall be borne by the Company.

(h) The obligations of the Company under this Section 6.3 shall survive the termination of this Agreement.

Section 5.4 Records And Financial Statements Of Company.

In the event that a Letter of Credit or an Alternate Credit Facility shall not be in effect, the Trustee shall be permitted during regular business hours during the term of this Agreement to examine the books and records of the Company.

In the event that a Letter of Credit or an Alternate Credit Facility shall not be in effect, the Company agrees to furnish the Trustee within one hundred twenty (120) days after the close of each fiscal year of the Company, with the financial statements of the Company, showing the financial position of the Company at the close of each such fiscal year and the results of the operations of the Company for each such fiscal year, reviewed or audited by an independent certified public accountant selected by the Company for such fiscal year. The Company further agrees to furnish the Trustee within sixty (60) days of the close of each quarter of each fiscal year of the Company (other than the fourth (4th) quarter of each such fiscal year) with the financial statements of the Company, showing the financial position of the Company at the close of each such quarter (including year to date information) and the results of operations of the Company for each such quarter, signed by the President, any Vice President or the Treasurer of the Company.

In the event that a Letter of Credit or an Alternate Credit Facility shall not be in effect, the Company further agrees to furnish the Trustee with such other financial statements and information concerning the Company as the Trustee may reasonably require.

In the event that a Letter of Credit or an Alternate Credit Facility shall not be in effect, the Trustee shall be permitted at all reasonable times during

the term of this Agreement to examine the books and records of the Land Trust with respect to Trust Number 1-5160.

Section 5.5 Tax-Exempt Status.

The Company and the Land Trust covenant with the Issuer and for and on behalf of the purchasers and owners of the Series 1997-A Bonds from time to time outstanding that so long as any of the Series 1997-A Bonds remain outstanding, monies on deposit in any fund in connection with the Series 1997-A Bonds, whether or not such monies were derived from the proceeds of the sale of the Series 1997-A Bonds or from any other sources, will not be used in a manner which will cause the Series 1997-A Bonds to be "arbitrage bonds", within the meaning of Series 148 of the Code, and any lawful Regulations promulgated thereunder, as the same exist on this date, or may from time to time hereafter be amended, supplemented or revised. The Company and the Land Trust also covenant for the benefit of the owners of the Series 1997-A to comply with all of the provisions of the Tax Exemption Certificate and Agreement. The Company and the Land Trust reserve the right, however, to make any investment of such monies permitted by State law, if, when and to the extent that said Section 148 or the Regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final judgment of a court of competent jurisdiction, but only upon receipt of an opinion of Bond Counsel with respect to such investment that such investment will not affect the exclusion of the interest on the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes.

Neither the Issuer nor the Company or the Land Trust shall cause any proceeds of the Series 1997-A Bonds to be expended, except pursuant to the Indenture. The Company and the Land Trust shall not (1) requisition or otherwise allow any payment out of proceeds of the Series 1997-A Bonds (i) if such payment is to be used for the acquisition of any property (or an interest therein) unless the first use of such property is pursuant to such acquisition, provided that this clause (i) shall not apply to any building (and the equipment purchased as a part thereof, if any) if the "rehabilitation expenditures", as defined in Section 147(d) of the Code, with respect to the building equal or exceed fifteen percent (15%) of the portion of the cost of acquiring the building (including such equipment) financed with the proceeds of the Series 1997-A Bonds, (ii) if as a result of such payment, twenty-five percent (25%) or more of the proceeds of the Series 1997-A Bonds would be considered as having been used directly or indirectly for the acquisition of land (or an interest therein), (iii) if, as a result of such payment, less than ninety-five percent (95%) of the net proceeds of the Series 1997-A Bonds, expended at the time of such requisition would be considered as having been used for costs of the acquisition, construction, reconstruction or improvement of land or property of a character subject to the allowance for depreciation within the meaning of Section 144(a)(1)(A) of the Code for use as a "manufacturing facility" within the meaning of Section

144(a)(12)(C) of the Code, or (iv) if such payment is used to pay issuance costs (including attorneys' fees and placement fees) in excess of any amount equal to two percent (2%) of the principal amount of the Series 1997-A Bonds; (2) take or omit, or permit to be taken or omitted, any other action with respect to the use of such proceeds the taking or omission of which would result in the loss of exclusion of interest on the Series 1997-A Bonds from gross income for purposes of federal income taxation; or (3) take or omit, or permit to be taken or omitted, any other action, the taking or omission of which would cause the loss of such exclusion. Without limiting the generality of the foregoing, the Company and the Land Trust shall not permit (i) the proceeds of the Series 1997-A Bonds to be used directly for the acquisition of land (or an interest therein) or so that any of the proceeds are used for the acquisition of land (or an interest therein) to be used for farming purposes; (ii) more than twenty-five percent (25%) of the proceeds of the Series 1997-A Bonds to be used to provide any facility the primary purpose of which is retail food and beverage services, automobile sales or service, or the provision of recreation or entertainment, (iii) any of the proceeds of the Series 1997-A Bonds to be used to provide any airplane, skybox or other private luxury box, any health club facility, any facility primarily used for gambling, any store the principal business of which is the sale of alcoholic beverages for consumption off premises, any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any hand ball or racquet ball court), hot tub facility, suntan facility, race track, or single or multi-family residences. The Company and the Land Trust shall not permit the use of the Project by any person to whom any part of the aggregate authorized face amount of the Series 1997-A Bonds would be allocated pursuant to Section 144(a)(10) of the Code if the amount so allocated when increased as provided in Section 144(a)(10) of the Code would exceed Forty Million Dollars (\$40,000,000).

The Issuer covenants that it shall, prior to or concurrently with the issuance of the Series 1997-A Bonds, duly elect to have the provisions of Section 144(a)(4) of the Code apply to the Series 1997-A Bonds, and such election shall be made in accordance with the Regulations or applicable procedures of the Internal Revenue Service. The Company and the Land Trust covenant that they shall furnish to the Issuer whatever information is necessary for the Issuer to make such election. The Issuer covenants that it shall file a statement concerning the Series 1997-A Bonds, as required and with the time period permitted by Section 149(e) of the Code, and such statement shall be completed and filed in accordance with the Regulations or applicable procedures of the Internal Revenue Service. The Company and the Land Trust covenant that they shall furnish to the Issuer whatever information is necessary for the Issuer to complete and file such statement.

The Company and the Land Trust represent that (i) the proceeds of the Series 1997-A Bonds are to be used with respect to facilities to be located within the City of Chicago, Illinois; (ii) on the date of issuance of the Bonds, the Company, the Land Trust and the beneficiaries thereof will be the only "principal users" of the facilities to be acquired, constructed and installed with the proceeds of the Series 1997-A Bonds, within the meaning of Section 144(a) of the Code, and the Company and the Land Trust presently intend that the Company, the Land Trust and its beneficiaries will be the only "principal users" of the facilities to be acquired, constructed and installed with the proceeds of the Series 1997-A Bonds, within the meaning of Section 144(a) of the Code; (iii) there are no outstanding obligations of any state, territory or possession of the United States of America, or any political subdivision of the foregoing or the District of Columbia constituting "exempt small issues", within the meaning of Section 1.103-10 of the Regulations, the proceeds of which have been or are to be used primarily with respect to facilities located in the City of Chicago, Illinois (or outside the City of Chicago, Illinois but "contiguous" thereto or "integrated" therewith, within the meaning of the Regulations), and which were or are to be used primarily by the Company, the Land Trust or its beneficiaries (including any person related to the Company, the Land Trust or its beneficiaries), within the meaning of Section 144(a) of the Code, other than the Series 1997-A Bonds; and (iv) the Series 1997-A Bonds and any other obligation constituting a private activity bond under Section 141(a) of the Code will not be sold (A) within fifteen (15) days prior to the issuance of the Series 1997-A Bonds or within fifteen (15) days after the issuance of the Series 1997-A Bonds, and (B) are reasonably expected to be paid out of substantially the same source of funds as the Series 1997-A Bonds.

The Company and the Land Trust further covenant that they shall furnish to the Issuer and the Trustee (i) at the time of the issuance of the Series 1997-A Bonds, a statement of the aggregate amount of capital expenditures (other than those to be paid or reimbursed out of the proceeds of the 1997-A Bonds) made or incurred within the corporate limits of the City of Chicago, Illinois, the corporate limits of or outside the City of Chicago, Illinois but "contiguous" thereto or "integrated" therewith, within the meaning of the Regulations with respect to facilities of which the Company, the Land Trust, its beneficiaries or any related person thereto is a principal user (the "Included Capital Expenditures") during the period beginning three (3) years before the date of such issue, (ii) within ninety (90) days following the close of each fiscal year of the Company occurring within two (2) years after the issuance of the Series 1997-A Bonds, a statement of the aggregate amount of Included Capital Expenditures made or incurred during the period beginning with the date of the issuance of the Series 1997-A Bonds or the beginning of the fiscal year for which the statement is made and ending on the last day of said fiscal year, (iii) within ninety (90) days following the third (3rd) anniversary date of the issuance of the Series 1997-A Bonds, a statement of the aggregate amount of Included Capital Expenditures made or incurred during the period beginning with the fiscal year following the

fiscal year for which the last statement was filed with the Issuer and the Trustee and ending on such anniversary date, and (iv) within thirty (30) days after the maximum amount of capital expenditures have been made or incurred within three (3) years following the date of the issuance of the Series 1997-A Bonds and permitted under Section 144(a)(4) of the Code, a statement to the effect. Each such statement shall set forth (A) a description of those capital expenditures which are capital expenditures under Section 144(a)(4)(A)(ii) of the Code, and shall take into account facilities referred to in Section 144(a)(4)(B) of the Code in computing such capital expenditures, and (B) a description, and the reason for the exclusion, of any capital expenditures which the Company, the Land Trust, its beneficiaries or any related person has not taken into account under Section 144(a)(4)(C) of the Code. This covenant shall survive the termination of this Agreement.

The Company and the Land Trust further covenant that they will not make, and will not permit any other person (including without limitation the beneficiaries of the Land Trust) to make, any capital expenditures which will cause the interest on the Series 1997-A Bonds to become includable in gross income of the owners thereof for federal income tax purposes pursuant to the provisions of Section 144(a) of the Code. The Company and the Land Trust further covenant that they will not take any action and will not permit any action to be taken which would cause the interest on the Series 1997-A Bonds to become includable in gross income of the owners thereof for federal income tax purposes; provided, that the Company and the Land Trust shall not have violated this covenant if the interest on the Series 1997-A Bonds becomes taxable to any person who is a substantial user of the Project or a related person pursuant to the provisions of Section 147(a) of the Code or taxable to any owner for federal income tax purposes as a preference item or an adjustment item in computing any minimum tax.

The Company and the Land Trust further covenant and agree, so long as the Bonds are outstanding that they will not sell any portion of the Project to, or enter into a lease (other than the lease from the Land Trust to the Company), sublease or other arrangement for use of all or any portion for the Project with any person who would be a "test period beneficiary" with respect to the Bonds (including any related person thereto), within the meaning of Section 144(a)(10) of the Code, or who would be a "principal user" of the Project (including any related person thereto), if such sale, lease, sublease or other arrangement would cause the dollar limitations set forth in Section 144(a)(4) or Section 144(a)(10) of the Code to be exceeded. The Company and the Land Trust further covenant that, with respect to any lease, sublease or arrangement for use of all or any portion of the Project with any person who would be "a test period beneficiary" with respect to the Series 1997-A Bonds (including any related person thereto), within the meaning of Section 144(a)(10) of the Code, or who would be a "principal user" of the Project (including any person related thereto), it will cause such lease, sublease or arrangement to contain a provision requiring the test period beneficiary (or any person related thereto) or the "principal user" (or any person related thereto), as the case may be, to comply with all applicable

covenants set forth in this Section 5.5. Without limiting the generality of the foregoing, the Company and the Land Trust specifically agree that all purchasers of any portion of the Project who would be a test period beneficiary and all lessees and sublessees of any portions of the Project will be required by the terms of the sale agreement, the lease, the sublease or other arrangement to file such statements and cooperate with the Issuer, the Trustee, the Company and the Land Trust to comply with the requirements of this Section 5.5.

Section 5.6 Insurance.

The Company agrees to maintain insurance with respect to the Project and the Premises with good and responsible insurance companies against such hazards and risks as are insured by companies similarly situated and operating like properties.

Section 5.7 Maintenance And Repair.

The Company agrees that it will maintain the Project and the Premises in good repair, working order and operating condition, making from time to time all needful and proper repairs thereto, renewals and replacements thereof, so that at all times the efficiency thereof shall be fully preserved and maintained.

Section 5.8 Qualification In State.

The Company agrees that throughout the term of this Agreement, it will be qualified to do business in the State.

Section 5.9 Letter Of Credit.

(a) On or prior to the issuance, sale and delivery of the Bonds to the purchaser or purchasers thereof, pursuant to Section 2.6 of the Indenture, the Company hereby covenants and agrees to obtain and deliver to the Trustee the initial, irrevocable, transferable Letter of Credit to be issued by the Bank in favor of the Trustee for the benefit of the owners from time to time of the Bonds, in substantially the same form as (Sub)Exhibit A attached to the Letter of Credit Agreement. The initial Letter of Credit shall be dated the date of issuance and delivery of the Bonds; shall expire on September 15, 2002, unless otherwise extended in accordance with the terms and provisions of subsection (b) below and the Letter of Credit Agreement; shall be in the amount of (i) the aggregate principal amount of the Bonds (A) to enable the Trustee to pay the principal of the Bonds at maturity, upon redemption prior to maturity or acceleration, and (B) to enable the Trustee to pay the portion of the purchase price of Bonds tendered

or deemed to be tendered to the Trustee for purchase, equal to the aggregate principal amount of such Bonds, plus (ii) an amount equal to the interest to accrue on the Bonds for thirty-five (35) days at a maximum rate of twelve percent (12%) per annum (A) to enable the Trustee to pay interest accrued on the Bonds on the dates and in the manner set forth in the Indenture, and (B) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the accrued interest on such Bonds.

(b) Except as hereinafter provided, at any time prior to the fifteenth (15th) Business Day prior to the interest payment date on the Bonds immediately preceding the Stated Termination Date of the Letter of Credit, the Company may, at its option but is not required to, provide for the extension of the term of the Letter of Credit or to deliver to the Trustee a substitute Letter of Credit as hereinafter provided. If the Company chooses to extend the term of the Letter of Credit, then such extension shall be to the fifteenth (15th) day of any calendar month at least one (1) year after the Stated Termination Date of the existing Letter of Credit, and (unless the Letter of Credit by its terms provides for an extension of its term automatically unless the Trustee is notified to the contrary) the Company shall furnish proof of such extension, in the form of an amendment to the Letter of Credit evidencing such extension, to the Trustee no later than the fifteenth (15th) Business Day prior to the interest payment date on the Bonds immediately preceding the Stated Termination Date of the Letter of Credit. In the event that the Letter of Credit by its terms provides for an extension of its term automatically unless the Trustee is notified to the contrary, such extensions shall be consistent with the terms and provisions set forth above, but it shall not be necessary to furnish such proof or amendment. If the Company chooses to provide a substitute Letter of Credit, such substitute Letter of Credit shall be an irrevocable letter of credit in substantially the same form and tenor as the initial Letter of Credit, in an amount equal to the outstanding principal amount of the Bonds plus an amount equal to the maximum interest to accrue on the Bonds then Outstanding for thirty-five (35) days at a maximum rate of twelve percent (12%) per annum, with administrative provisions reasonably satisfactory to the Trustee, but provided to expire on the fifteenth (15th) day of any calendar month at least one (1) year after the Stated Termination Date of the existing Letter of Credit, such substitute Letter of Credit to be issued by a commercial bank and delivered to the Trustee on or before the fifteenth (15th) Business Day prior to the interest payment date on the Bonds immediately preceding the Stated Termination Date of the Letter of Credit; provided, that simultaneously with the delivery of the substitute Letter of Credit to the Trustee, the Company shall furnish to the Trustee written evidence from each Rating Agency, if any, by which the Bonds are then rated, to the effect that such Rating Agency has reviewed the proposed substitute Letter of Credit and that the substitution of the proposed substitute Letter of Credit will not, by itself, result in a reduction or withdrawal of its rating of the Bonds from that which then prevails; provided further, that simultaneously with the delivery of any such substitute Letter of Credit to the Trustee, the

Company shall also have provided the Trustee with written evidence from the Bank which issued the existing Letter of Credit that the Company shall have paid all of its obligations under the related Letter of Credit Agreement to such Bank (other than any obligations with respect to reimbursement for drawings under the Letter of Credit to purchase Bonds tendered or deemed to be tendered to the Trustee for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not yet due and owing under the Letter of Credit Agreement) and shall have paid all other amounts due and owing under the Letter of Credit Agreement pursuant to which the existing Letter of Credit was issued (except as aforesaid). Simultaneously with the delivery of such substitute Letter of Credit to the Trustee, the Company shall also provide the Trustee with an opinion of Bond Counsel that such substitute Letter of Credit is authorized under this Agreement, complies with the terms hereof, and will not have an adverse effect on the exclusion of the interest on the Series 1997-A Bonds from gross income of the owners thereof for Federal income tax purposes. If the Company shall fail to furnish to the Trustee such written evidence from each such Rating Agency and such Bank and such opinion of Bond Counsel on or before the specified date, the Trustee shall be deemed not to have received the substitute Letter of Credit, and the Bonds shall be subject to mandatory tender for purchase pursuant to Section 4.2 of the Indenture. Upon delivery of a substitute Letter of Credit and the foregoing evidence and opinion, the Trustee is authorized and directed to surrender the existing Letter of Credit and to approve the cancellation of the existing Letter of Credit and the termination of the related Letter of Credit Agreement. The Company hereby covenants and agrees to give the Issuer, the Land Trust, the Trustee, the Bank and the Remarketing Agent written notice of its intention to deliver any such substitute Letter of Credit at least fifteen (15) Business Days prior to the date on which the Company expects to deliver such substitute Letter of Credit.

(c) If the Company elects to exercise its option to cause the interest rate on the Bonds to be converted to the Adjustable Rate or the Fixed Rate in accordance with the provisions of Section 4.2(h) hereof, the Company may, at its option but is not required to, provide for the delivery to the Trustee of a substitute Letter of Credit with respect to the Bonds. Such substitute Letter of Credit shall consist of an irrevocable letter of credit in the amount of (i) the aggregate principal amount of each series of Bonds then outstanding to enable the Trustee to pay the principal of such Bonds at maturity, upon redemption prior to maturity or acceleration, plus (ii) an amount equal to three percent (3%) of the aggregate principal amount of the Bonds then outstanding to pay premium, plus (iii) an amount equal to the interest to accrue on such Bonds then outstanding for two hundred fifteen (215) days to enable the Trustee to pay interest accrued on such Bonds as it comes due, set to expire or terminate one hundred twenty-four (124) days after the conclusion of the Adjustable Rate Period or one hundred twenty-four (124) days after the final maturity of such Bonds, and having administrative provisions satisfactory to the Trustee. If the Company has elected to deliver such a substitute Letter of Credit to the Trustee, the Company shall deliver

to the Trustee at least forty-five (45) days prior to the Proposed Conversion Date an irrevocable commitment of a Bank to issue such substitute Letter of Credit, and shall deliver such substitute Letter of Credit to the Trustee on or before the Conversion Date. Simultaneously with the delivery of such substitute Letter of Credit to the Trustee, the Company shall also provide the Trustee with an opinion of Bond Counsel to the effect that such substitute Letter of Credit is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes.

(d) At any time while a Letter of Credit is in effect, the Company from time to time may, at its option, but is not required to, deliver to the Trustee a substitute Letter of Credit in substitution for the existing Letter of Credit. The substitute Letter of Credit shall be an irrevocable, transferable letter of credit in substantially the same form and tenor as the existing Letter of Credit with administrative provisions satisfactory to the Trustee, provided to expire on the same date as the existing Letter of Credit or on the fifteenth day of any calendar month at least one (1) year after the stated Termination Date of the existing Letter of Credit, such substitute Letter of Credit to be issued by a commercial bank and delivered to the Trustee; provided, that simultaneously with the delivery of the substitute Letter of Credit to the Trustee, the Company shall furnish to the Trustee written evidence from each Rating Agency by which the Bonds are then rated, if any, to the effect that such Rating Agency has reviewed the proposed substitute Letter of Credit and that the substitution of the proposed substitute Letter of Credit for the existing Letter of Credit will not, by itself, result in the reduction or withdrawal of its rating assigned to the Bonds from that which then prevails; provided further, that simultaneously with the delivery of any such substitute Letter of Credit to the Trustee, the Company shall also have provided the Trustee with written evidence from the Bank which issued the existing Letter of Credit that the Company shall have paid all of its obligations under the Letter of Credit Agreement to such Bank (other than any obligations with respect to reimbursement for drawings under the Letter of Credit to purchase Bonds tendered or deemed to be tendered to the Trustee for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not yet due and owing under the Letter of Credit Agreement) and shall have paid all other amounts due and owing under the Letter of Credit Agreement pursuant to which the existing Letter of Credit was issued (except as aforesaid). Simultaneously with the delivery of such substitute Letter of Credit to the Trustee, the Company shall also provide the Trustee with an opinion of Bond Counsel that such substitute Letter of Credit is authorized under this Agreement, complies with the terms hereof and does not have an adverse effect on the exclusion of the interest on the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes. If the Company shall fail to furnish to the Trustee such written evidence from each such Rating Agency, if any, and such Bank and such opinion of Bond Counsel, the Trustee shall not be deemed to have received the substitute Letter of Credit, and shall not surrender the existing

Letter of Credit. Upon delivery of a substitute Letter of Credit and the foregoing evidence and opinion, the Trustee is authorized and directed to surrender the existing Letter of Credit. The Company hereby covenants and agrees to give the Issuer, the Land Trust, the Trustee, the Bank and the Remarketing Agent written notice of its intention to deliver any such substitute Letter of Credit at least fifteen (15) Business Days prior to the date on which the Company expects to deliver such substitute Letter of Credit.

(e) The Company may at its option, but is not required to, provide for the delivery to the Trustee of an Alternate Credit Facility to supplement the Letter of Credit, to replace the Letter of Credit or to provide credit enhancement if the Letter of Credit is not then in effect. Any such Alternate Credit Facility shall be payable to the Trustee for the benefit of the owners of the Bonds and shall have administrative provisions satisfactory to the Trustee. Simultaneously with the delivery of such an Alternate Credit Facility to the Trustee, the Company shall provide the Trustee with an opinion of Bond Counsel to the effect that the delivery of such Alternate Credit Facility is authorized under this Agreement, complies with the terms hereof and does not have an adverse effect on the exclusion of the interest on the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes. The Company hereby covenants and agrees to give the Issuer, the Trustee, the Bank and the Remarketing Agent written notice of its intention to deliver any such Alternate Credit Facility at least fifteen (15) Business Days prior to the date on which the Company expects to deliver such Alternate Credit Facility.

(f) In the event that the Letter of Credit is set to expire and the Company does not intend to deliver a substitute Letter of Credit to the Trustee, the Company shall, on or before the fifteenth (15th) Business Day prior to the interest payment date immediately preceding the Stated Termination Date, give written notice to the Issuer, the Land Trust, the Trustee, the Remarketing Agent and the Bank that the Company does not intend to deliver such a substitute Letter of Credit to the Trustee prior to the Stated Termination Date.

(g) Notwithstanding any other provision of this Agreement or the Indenture to the contrary, upon a conversion of the interest rate on the Series 1997-A Bonds to an Adjustable Rate or a Fixed Rate, no Letter of Credit or Alternate Credit Facility shall be in effect after the Conversion of such interest rate to the Adjustable Rate or the Fixed Rate, unless the Company delivers to the Trustee an opinion of Bond Counsel to the effect that such maintenance of such Letter of Credit or Alternate Credit Facility does not have an adverse effect on the exclusion of the interest on the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes.

Article VI.

Events Of Default And Remedies.

Section 6.1 Events Of Default.

The occurrence and continuation of any one of the following shall constitute an Event of Default hereunder:

(a) failure by the Company or the Land Trust to pay any amounts required to be paid as principal, premium, if any, or interest on either Note or under this Agreement on the dates and in the manner specified therein or herein; or

(b) failure by the Company to pay any amounts pursuant to Section 4.2(e) hereof on the dates and in the manner specified therein; or

(c) failure by the Company or the Land Trust to observe and perform any covenant, condition or agreement on its part to be observed or performed in this Agreement, other than as referred to in subsections (a) and (b) above, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Company or the Land Trust, as the case may be, by the Issuer, the Trustee or the Bank, unless (i) the Trustee and the Bank shall agree in writing to an extension of such time prior to its expiration, or (ii) if the failure is such that it can be corrected, but not within such thirty (30) day period, corrective action is instituted by the Company or the Land Trust within such period and diligently pursued until such failure is corrected; provided, that such failure is corrected within one (1) year; or

(d) the dissolution or liquidation of the Company or the Land Trust or the filing by the Company or the Land Trust of a voluntary petition in bankruptcy, or failure by the Company or the Land Trust promptly to lift any execution, garnishment or attachment of such consequences as will impair its ability to carry on its obligations hereunder, or an order for relief under the federal bankruptcy laws, as amended from time to time, is entered against the Company or the Land Trust, or a petition or answer proposing the entry of an order for relief against the Company or the Land Trust under the federal bankruptcy laws, as amended from time to time, or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged within ninety (90) days after the filing thereof, or the Company or the Land Trust shall fail generally to pay its debts as they become due, or a custodian (including without limitation a receiver, trustee, assignee for the benefit of creditors or liquidator of the Company or the Land Trust) shall be appointed for or take possession of all or a substantial part of its

property and shall not be discharged within ninety (90) days after such appointment or taking possession, or the Company or the Land Trust shall consent to or acquiesce in such appointment or taking possession, or assignment by the Company or the Land Trust for the benefit of its creditors, or the entry by the Company or the Land Trust into an agreement of composition with its creditors; provided, that the term "dissolution or liquidation of the Company" or "the lessor", as used in this subsection (d), shall not be construed to include the cessation of the corporate existence of the Company or the Land Trust resulting either from a merger or consolidation of the Company or the Land Trust into or with another domestic corporation or a dissolution or liquidation of the Company or the Land Trust following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions contained in Sections 5.2(a) and 5.2(b) hereof; or

(e) any warranty, representation or other statement made by or on behalf of the Company or the Land Trust contained herein or in any document or certificate furnished by the Company or the Land Trust in compliance with or in reference hereto, is false or misleading in any material respect; or

(f) an "Event of Default" shall occur and be continuing under the Indenture.

Section 6.2 Remedies On Default.

Whenever any Event of Default shall have occurred and be continuing hereunder, the Trustee may take any one (1) or more of the following remedial steps:

(a) The Trustee may exercise any right, power or remedy permitted to it by law as a holder of the Notes, and shall have in particular, without limiting the generality of the foregoing, the right to declare the entire principal and all unpaid interest accrued on the Notes to the date of such declaration and any premium the Company or the Land Trust shall have become obligated to pay to be immediately due and payable, if concurrently with or prior to such notice the unpaid principal of and all unpaid accrued interest and premium on the Bonds have been declared to be due and payable under the Indenture, and upon such declaration the Notes and the unpaid accrued interest thereon and such premium shall thereupon become forthwith due and payable in an amount sufficient to pay the principal of, premium, if any, and interest on the Bonds under Section 9.2 of the Indenture, without presentment, demand or protest, all of which is hereby expressly waived. The Company and the Land Trust shall forthwith pay to the Trustee the entire principal of, premium, if any, and interest accrued on the Notes.

The Trustee (or any owner of any Bond) shall waive, rescind and annul such declaration and the consequences thereof, when any declaration of acceleration on the Bonds has been waived, rescinded and annulled pursuant to and in accordance with Section 9.2 of the Indenture.

(b) The Issuer or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the Company or the Land Trust under this Agreement.

In case the Issuer or the Trustee shall have proceeded to enforce its rights under this Agreement, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Issuer or the Trustee, as the case may be, then and in every such case the Company, the Land Trust, the Issuer and the Trustee shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Company, the Land Trust, the Issuer and the Trustee shall continue as though no such proceeding had been taken.

In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Company or the Land Trust under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Company or the Land Trust, or in the case of any other similar judicial proceedings relative to the Company or the Land Trust, or to the creditors or property of the Company or the Land Trust, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Agreement and the Notes and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Company or the Land Trust, their respective creditors or their respective property, and to collect and receive any monies or other property payable or deliverable on any such claims, and to distribute the same after the deduction of its charges and expenses; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including reasonable counsel fees and expenses incurred by it up to the date of such distribution.

Section 6.3 Agreement To Pay Attorneys' Fees And Expenses.

In the event the Company or the Land Trust should default under any of the provisions of this Agreement and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of the payments

due under this Agreement or the Notes or the enforcement of the performance or observance of any obligation or agreement on the part of the Company contained herein, the Company agrees that it will on demand therefor pay to the Issuer or the Trustee the reasonable fees and expenses of such attorneys and such other expenses so incurred by the Issuer or the Trustee.

Section 6.4 No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and the Indenture or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give any notice other than such notice as may be herein expressly required. Such rights and remedies as are given the Issuer hereunder shall also extend to the Trustee, and the Trustee and the owners from time to time of the Bonds shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 6.5 No Additional Waiver Implied By One Waiver.

In the event any agreement contained in this Agreement should be breached by the Company or Land Trust and thereafter waived by the Issuer or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

Article VII.

Prepayment Of Note.

Section 7.1 Obligation To Prepay Note Upon Determination Of Taxability.

Upon the occurrence of a Determination of Taxability the Land Trust shall have, and hereby accepts, the obligation to pay the principal of the Land Trust Note, and the Company and the Land Trust shall have, and hereby

accepts, the obligation to prepay a sufficient portion of the principal of the Company Note in part, on any date within forty-five (45) days of the occurrence of a Determination of Taxability, by paying to the Trustee an amount sufficient to redeem all of the Series 1997-A Bonds pursuant to Section 3.1(b) of the Indenture. The amount to be prepaid pursuant to this Section 7.1 in such event shall be one hundred percent (100%) (or one hundred three percent (103%) during the Adjustable Rate Period or the Fixed Rate Period) of the then outstanding principal amount of the Series 1997-A Bonds, plus accrued interest to the date fixed for redemption to be allocated between the Company Note and the Land Trust Note, as appropriate. So long as the Letter of Credit is in effect, and to the extent that Available Monies described in clauses (a) and (b) of Section 6.4 of the Indenture are not on deposit in the Bond Fund and available to prepay the principal of, premium, if any, and accrued interest on the Notes payable under this Section 7.1, the Trustee shall, in accordance with Section 6.4 of the Indenture, draw upon the Letter of Credit to prepay the principal of and accrued interest on the Notes payable under this Section 7.1 in accordance with the terms of the Letter of Credit.

Section 7.2 General Option To Prepay The Notes.

The Company and the Land Trust shall have, and are hereby granted, the option to prepay the principal of the respective Notes as a whole, or in part, by paying to the Trustee an amount sufficient to redeem all or a portion of the Bonds then outstanding, in the manner, at the redemption prices (including premium, if any), from the sources and on the dates specified in Section 3.1(a) of the Indenture. In so doing, the Company shall specify whether the portion of the principal of the Note being prepaid relates to the Series 1997-A Bonds or the Series 1997-B Bonds (and whether Series 1997-A Bonds or Series 1997-B Bonds are to be redeemed prior to maturity), and the designated portion of the principal of the Note shall be so prepaid and reduced. So long as the Letter of Credit is in effect, and to the extent that Available Monies described in clauses (a) and (b) of Section 6.4 of the Indenture are not on deposit in the Bond Fund and available to prepay the principal of and accrued interest on the respective Notes under this Section 7.2, the Trustee shall, in accordance with Section 6.4 of the Indenture, draw upon the Letter of Credit to prepay the principal of and accrued interest on the Notes payable under this Section 7.2 in accordance with the terms of the Letter of Credit.

Section 7.3 Option To Prepay The Notes In Extraordinary Events.

The Company and the Land Trust shall have, and are hereby granted, the option to prepay the principal of the Notes, on any date, as a whole, and not in part, at a prepayment price of one hundred percent (100%) of the principal amount of the respective Notes then outstanding, plus accrued interest to

the date fixed for prepayment, within one hundred eighty (180) days of the occurrence of any of the following:

(a) the Project or the Premises shall have been damaged or destroyed (in whole or in part) by fire or other casualty to such extent that, in the opinion of the Company expressed in a certificate filed with the Issuer and the Trustee, it is not practicable or desirable to rebuild, repair or restore the Project or the Premises, as the case may be, within a period of six (6) consecutive months following such damage or destruction, or

(b) title to, or the temporary use of, all or substantially all of the Project or the Premises shall have been taken under the exercise of the power of eminent domain by any governmental authority or person, firm or corporation acting under governmental authority (including such a taking or takings as results or is likely to result in the opinion of the Company expressed in a certificate filed with the issuer and the Trustee, in the Company being thereby prevented from carrying on its normal operations at the Project or the Premises, as the case may be, for a period of six (6) consecutive months or results or is likely to result in rendering the Project or the Premises as the case may be unsuitable for use by the Company).

So long as the Letter of Credit is in effect, and to the extent that Available Monies described in clauses (a) and (b) of Section 6.4 of the Indenture are not on deposit in the Bond Fund and available to prepay the principal of, premium, if any, and accrued interest on the Notes payable under this Section 7.3, the Trustee shall, in accordance with Section 6.4 of the Indenture, draw upon the Letter of Credit to prepay the principal of and accrued interest on the Notes payable under this Section 7.3 in accordance with the terms of the Letter of Credit.

Section 7.4 Obligation To Prepay The Notes With Monies Remaining In The Acquisition And Construction Fund.

The Company and the Land Trust shall have, and hereby accept, the obligation to prepay the principal of the Notes in part, as appropriately allocated between the Company Note and the Land Trust Note, on any date within forty (40) days after the receipt by the Trustee of a completion certificate pursuant to Section 3.4 hereof with monies remaining in the Acquisition and Construction Fund (other than any monies withheld and used to pay Costs of the Project as set forth in Section 3.4 hereof). For redemption of a portion of the principal of the Series 1997-A Bonds pursuant to Section 3.1(d) of the Indenture, the amount to be prepaid pursuant to this Section 7.4 in any such event shall be one hundred percent (100%) of the principal amount of the Series 1997-A Bonds being redeemed, plus accrued interest to the date fixed for redemption.

Section 7.5 Obligation To Prepay The Notes For Mandatory Sinking Fund Redemptions.

The Company and the Land Trust shall have and hereby accept, the obligation to prepay the principal of the respective Notes in part, as appropriately allocated between the Company Note and the Land Trust Note, by paying to the Trustee an amount sufficient to redeem the portion of the Bonds then outstanding and subject to mandatory sinking fund redemption pursuant to Section 3.1(e) of the Indenture, in the manner, at the redemption prices from the sources and on the dates specified in Section 3.1(e) of the Indenture. So long as the Letter of Credit is in effect and to the extent that Available Monies described in clauses (a) and (b) of Section 6.4 of the Indenture are not on deposit in the Bond Fund and available to prepay the principal of and accrued interest on the Notes under this Section 7.5, the Trustee shall, in accordance with Section 6.4 of the Indenture, draw upon the Letter of Credit to prepay the principal of the accrued interest on the Notes payable under this Section 7.5 in accordance with the terms of the Letter of Credit.

Section 7.6 Redemption Of The Bonds.

To exercise an option granted to the Company or the Land Trust, as the case may be, by this Article VII, the Company or the Land Trust, as the case may be, shall give written notice to the Issuer, the Trustee and the Bank, which notice shall specify therein the date upon which prepayment of either Note (or a portion thereof) will be made, which date shall be not less than forty-five (45) days from the date the notice is mailed, except in the case of Section 7.1, Section 7.4 or Section 7.5 hereof, and shall specify that all of the principal amount of the respective Note or a specified portion thereof is to be so prepaid. The Issuer has directed the Trustee to take forthwith all steps (other than the payment of the money required to redeem the Bonds) necessary under the applicable provisions of the Indenture to effect the redemption of the Bonds (or a portion thereof) in amounts equal to the amount of the principal of the Notes so prepaid as provided in this Article VII.

Article VIII.

Financing Statements.

The Company will, at its expense, take all necessary action to maintain and preserve the lien and security interest of the Indenture so long as any Bond remains outstanding.

The Company will, forthwith after the execution and delivery of the Indenture and thereafter from time to time, cause any financing statements in respect of the Indenture to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to perfect and protect the lien and security interest created thereby; and from time to time will perform or cause to be performed any other act as provided by law, and will file or cause to be filed any and all continuation statements and further instruments that maybe required by law to maintain and preserve the lien and security interest of the Indenture. Except to the extent it is exempt therefrom, the Company will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgement of such instruments of further assurance, and all federal or State fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Indenture, said financing statements and such instruments of further assurance.

Article IX.

Miscellaneous.

Section 9.1 Notices.

All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties: if to the Issuer, at City Hall, Chicago, Illinois 60602, Attention: Chief Financial Officer; with a copy to the same address, Attention: Finance and Economic Development Division, Department of Law; if to the Company, at 4420 South Wolcott Avenue, Chicago, Illinois 60609, Attention: Controller; if to the Land Trust, at 104 North Oak Park Avenue, Oak Park, Illinois 60301, Attention: Land Trust Department; if to the Trustee, at 1001 South Worth Street, Birmingham, Michigan 48009, Attention: Corporate Trust Department; if to the Bank, at 325 North Milwaukee Avenue, Libertyville, Illinois 60048, Attention: Commercial Loan Department; and if to the Remarketing Agent, at 100 Park Avenue, New York, New York 10017, Attention: Municipal Finance Department. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company or the Land Trust to the other shall also be given to the Trustee, the Remarketing Agent and the Bank.

Section 9.2 Assignments.

This Agreement may not be assigned by any party without the consent of the others and the Trustee and the Bank, except that the Issuer shall assign and pledge to the Trustee its right, title and interest in and to this Agreement as provided by Section 4.4 of this Agreement.

Section 9.3 Severability.

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

Section 9.4 Execution Of Counterparts.

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

Section 9.5 Amounts Remaining In Any Fund Or With Trustee.

It is agreed by the parties hereto that after payment in full of (i) the principal of, premium, if any, and interest on the Bonds, (ii) the fees, charges and expenses of the Issuer, the Trustee and the Remarketing Agent in accordance herewith and with the Indenture and the Remarketing Agreement (the payment of which fees, charges and expenses shall be evidenced by a written certification of the Company that it has fully paid all such fees, charges and expenses), and (iii) all other amounts required to be paid under this Agreement, the Note, the Indenture, the Remarketing Agreement and the Tax Exemption Certificate and Agreement, any amounts remaining in any fund or account maintained under this Agreement, the Indenture or the Tax Exemption Certificate and Agreement and not applied to the principal of, premium, if any, and interest on the Bonds shall belong to and be paid to the Company by the Trustee; provided, that if the Trustee shall have drawn under the Letter of Credit, the Trustee shall request a written statement from the Bank as to whether or not the Bank has been reimbursed by the Company for any and all such drawings, and if the Bank has not been reimbursed by the Company for any and all such drawings under the Letter of Credit (other than reimbursement for a drawing under the Letter of Credit to purchase Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which reimbursement is not due and owing under the Letter of

Credit Agreement), such amounts remaining in the Bond Fund or the Bond Purchase Fund shall, upon written notice from the Bank that the Company or the Land Trust has not reimbursed the Bank under the Letter of Credit Agreement for any such drawing under the Letter of Credit (which notice shall state the unreimbursed amount), belong to and be paid to the Bank by the Trustee to the extent that the Company or the Land Trust has not so reimbursed the Bank.

Section 9.6 Amendments, Changes And Modifications.

Except as otherwise provided in this Agreement or the Indenture, subsequent to the initial issuance of the Bonds and prior to their payment in full, this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, and, while the Letter of Credit is in effect, the Bank.

Section 9.7 Governing Law.

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

Section 9.8 Authorized Company Representative.

Whenever under the provisions of this Agreement the approval of the Company or the Land Trust is required or the Company or Land Trust is required to take some action at the request of the Issuer, the Trustee or the Bank, such approval or such request shall be given for the Company or the Land Trust, as the case may be, by the Authorized Company Representative, and the Issuer, the Trustee and the Bank shall be authorized to act on any such approval or request and no party hereto shall have any complaint against the others or against the Trustee or the Bank as a result of any such action taken.

Section 9.9 Term Of This Agreement.

This Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Bonds, or provision for the payment thereof shall have been made pursuant to Article VIII of the Indenture, all fees, charges, indemnities and expenses of the Issuer, the Trustee and the Remarketing Agent have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities and expenses and attorney's fees and expenses shall be evidenced by a written certification of the Company and the Land Trust that they have fully paid all such fees, charges, indemnities and expenses) and all other amounts due hereunder

and under the Notes, the Remarketing Agreement and the Tax Exemption Certificate and Agreement have been duly paid or provision made for such payment. All representations, certifications and covenants by the Company and the Land Trust as to all matters affecting the tax-exempt status of the interest on the Series 1997-A Bonds shall survive the termination of this Agreement.

Section 9.10 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company, the Land Trust and their respective successors and assigns; subject, however, to the limitations contained in Sections 4.4 and 5.2 of this Agreement.

Section 9.11 References To Bank And Letter Of Credit.

At any time subsequent to the Stated Termination Date (as defined in the Letter of Credit), but only upon satisfaction of all Reimbursement Obligations, all references to the Bank and the Letter of Credit shall be ineffective.

Section 9.12 Exculpatory Clause.

This Agreement is executed by Firstar Bank Illinois, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and Firstar Bank Illinois hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Land Trust or Firstar Bank Illinois personally to make payments hereunder, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or any liability for any inaccurate, untrue or incomplete representation of the Land Trust hereunder, all such liability, if any, being expressly waived by the Issuer and by every person now or hereafter claiming any right or security under this Agreement.

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

City of Chicago, Illinois

[Seal]

By: _____
Chief Financial Officer

9/10/97

REPORTS OF COMMITTEES

51153

Attest:

City Clerk

BTI, Inc.

By: _____

Its: _____

[Seal]

Attest:

Its: _____

Firststar Bank Illinois, not
individually but as successor
trustee to First Colonial Trust
Company under Trust
Agreement dated July 30,
1993 and known as Trust
Number 1-5160

By: _____

Its: _____

[Seal]

Attest:

Its: _____

The right, title and interest of the City of Chicago, Illinois, in and to the amounts receivable hereunder (except for the rights of said City under Sections 4.2(b), 5.3 and 6.3 hereof and the rights to make determinations and receive notices as herein provided) have been assigned and pledged to First Of America Bank, N.A., as Trustee, pursuant to the Indenture of Trust dated as of September 1, 1997, from the City of Chicago, Illinois, to said Trustee. For purposes of Article 9 of the Illinois Uniform Commercial Code, the counterpart of this Agreement assigned, pledged and delivered to said Trustee shall be deemed the original.

[(Sub)Exhibit "C" referred to in this Loan Agreement
unavailable at time of printing.]

(Sub)Exhibits "A", "B" and "D" referred to in this Loan Agreement read as follows:

(Sub)Exhibit "A".
(To Loan Agreement)

Description Of Project.

The Project consists of the acquisition of approximately _____ square feet of land, an approximately one hundred twenty-five thousand (125,000) square foot building and related improvements, the construction of related improvements and the acquisition of manufacturing machinery and equipment.

(Sub)Exhibit "B".
(To Loan Agreement)

BTI, Inc.

Promissory Note.

For Value Received, BTI, Inc., an Illinois corporation (the "Company"), hereby promises to pay to the order of the City of Chicago, Illinois, or its successors and assigns (the "Issuer"), in lawful money of the United States of America in federal or other immediately available funds at the principal corporate trust office of First of America Bank, N.A., as Trustee (the "Trustee"), the principal amount of _____ Dollars (\$ _____), payable on September 1, ____, except as the provisions hereinafter set forth with respect to prepayment may become applicable hereto, together with interest on the unpaid principal amount hereof from the date hereof at such rates equal to the interest rates from time to time borne by the bonds (as hereinafter defined), calculated during the Weekly Rate Period or the Monthly Rate Period (as each term is defined in the Agreement hereinafter referred to) on the basis of a calendar year consisting of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Adjustable Rate Period or the Fixed Rate Period (as each term is defined in the Agreement hereinafter referred to) on the basis of a calendar year consisting of three hundred sixty (360) days of twelve (12) thirty (30) day months, payable in lawful money of the United States of America in federal or other immediately available funds during said Weekly Rate Period or said Monthly Rate Period on October 1, 1997, and on the first (1st) Business Day (as defined in said Agreement) of each calendar month thereafter, until the earlier of the date of the commencement of said Adjustable Rate Period or said Fixed Rate Period or the date on which said principal amount is paid, and during said Adjustable Rate Period or said Fixed Rate Period on the first (1st) day of the March or September immediately following the commencement of said Adjustable Rate Period or said Fixed Rate Period and on the first (1st) day of each March and September thereafter; provided, that a portion of the principal of this Promissory Note in the amount of \$ _____, shall bear interest at the interest rate from time to time established for the Series 1997-A Bonds (as hereinafter defined), and a portion of the principal of this Promissory Note in the amount of \$ _____, shall bear interest at the interest rate from time to time established for the Series 1997-A Bonds (as hereinafter defined).

This Promissory Note is issued pursuant to the Loan Agreement dated as September 1, 1997 (the "Agreement"), by and between the Issuer, the Company and Firststar Bank Illinois, not individually but as successor trustee to First Colonial Trust Company under Trust Agreement dated July 30, 1993, and known as Trust Number 1-5160 (the "Land Trust"), and is issued in consideration of the loan made to the Company thereunder and to evidence the obligations of the Company set forth in Section 4.2(a) of the Agreement. The Company covenants and agrees that the payments of principal hereof and premium, if any, and interest hereon, together with the payments under the Land Trust Note (as defined in the Agreement), will be sufficient to enable the Issuer to pay when due the principal of, premium, if any, and interest on its Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-A (BTI, Inc. Project) in the aggregate principal amount of \$_____ (the "Series 1997-A Bonds") and its Taxable Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-B (BTI, Inc. Project) in the aggregate principal amount of \$_____ (the "Series 1997-B Bonds", and, together with the Series 1997-A Bonds, the "Bonds").

Each payment of principal of, premium, if any, and interest on this Promissory Note shall at all times be sufficient to pay the total amount of principal of (whether at maturity or upon acceleration or prior redemption prior to maturity), premium, if any, and interest on the Bonds on the same date. The total payments to be made by the Company hereunder shall be sufficient, together with all payments under the Land Trust Note, to pay when due the principal of (whether at maturity or upon acceleration or redemption prior to maturity), premium, if any, and interest on the Bonds; provided, that the excess amount (as hereinafter defined) held by the Trustee in the Bond Fund (as hereinafter defined) held by the Trustee (as defined in the Agreement) in the Bond Fund (as defined in the Agreement) on a payment date shall be credited against the payment due on such date; and provided further, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Trustee in said Bond Fund should be sufficient (and remain sufficient) to pay at the times required the principal of, premium, if any, and interest on the Bonds then remaining unpaid, the Company shall not be obligated to make any further payments under the provisions of this Promissory Note. Notwithstanding the provisions of the preceding sentence, if on any date the Excess Amount held by the Trustee in said Bond Fund is insufficient to make the then required payments of principal (whether at maturity or upon redemption prior to maturity or acceleration), premium, if any, and interest on the Bonds on such date, the Company shall forthwith pay such deficiency to the extent due and owing under this Promissory Note. The term "Excess Amount" as of any interest payment date shall mean the amount in said Bond Fund on such date in excess of the amount required for payment of the principal of the Bonds which theretofore has matured at maturity or on a date fixed for redemption and premium, if any, on such Bonds in all cases where Bonds have not been presented for payment and paid, or for the payment of interest which has theretofore come due in all cases where

interest checks have not been presented for payment and paid. Any monies derived from a drawing under the Letter of Credit (as defined in the Agreement) shall constitute a credit against the obligation of the Company to make a corresponding payment hereunder, as provided in Section 4.2 (f) of the Agreement.

This Promissory Note is entitled to the benefits and is subject to the conditions of the Agreement. The obligations of the Company to make the payments required hereunder shall be absolute and unconditional, without any defense or without right of set-off, counterclaim or recoupment by reason of any default by the Issuer or the Land Trust under the Agreement or under any other agreement between the Company, the Issuer, the Land Trust or the Trustee, or out of any indebtedness or liability at any time owing to the Company by the Issuer, the Land Trust or said Trustee, or for any other reason.

This Promissory Note is subject to mandatory prepayment and optional prepayment as a whole or in part, as provided in Article VII of the Agreement.

In certain events, on the conditions, in the manner and with the effect set out in the Agreement, the principal installments of this Promissory Note may be declared due and payable before the stated maturity thereof, together with accrued interest thereon. Reference is hereby made to the Agreement for a complete statement of the terms and conditions under which the maturity of the principal installments of this Promissory Note may be accelerated.

In Witness Whereof, The Company has caused this Promissory Note to be duly executed, attested, sealed and delivered as of September __, 1997.

BTI, Inc.

By: _____

Its: _____

[Seal]

Attest:

Its: _____

Endorsement.

Pay, without recourse or warranty, to the order of First of America Bank, N.A., as Trustee under the Indenture of Trust dated as of September 1, 1997, from the undersigned to said Trustee.

City of Chicago, Illinois

By: _____
Chief Financial Officer

[Seal]

Attest:

City Clerk

Firststar Bank Illinois, not individually but as successor trustee
to First Colonial Trust Company under Trust Agreement
dated July 30, 1993, and known as
Trust Number 1-5160.

Promissory Note.

For Value Received, Firststar Bank Illinois, not individually but as successor trustee to First Colonial Trust Company under Trust Agreement dated July 30, 1993, and known as Trust Number 1-5160, an Illinois banking corporation (the "Land Trust"), hereby promises to pay to the order of the City of Chicago, Illinois, or its successors and assigns (the "Issuer"), in lawful money of the United States of America in federal or other

immediately available funds at the principal corporate trust office of First of America Bank, N.A., as Trustee (the "Trustee"), the principal amount of _____ Dollars (\$ _____), payable on September 1, _____, except as the provisions hereinafter set forth with respect to prepayment may become applicable hereto, together with interest on the unpaid principal amount hereof from the date hereof at such rates equal to the interest rates from time to time borne by the Series 1997-A Bonds (as hereinafter defined), calculated during the Weekly Rate Period or the Monthly Rate Period (as each term is defined in the Agreement hereinafter referred to) on the basis of a calendar year consisting of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Adjustable Rate Period or the Fixed Rate Period (as each term is defined in the Agreement hereinafter referred to) on the basis of a calendar year consisting of three hundred sixty (360) days of twelve (12) thirty (30) day months, payable in lawful money of the United States of America in federal or other immediately available funds during said Weekly Rate Period or said Monthly Rate Period on October 1, 1997, on the first (1st) Business Day (as defined in said Agreement) of each calendar month thereafter, until the earlier of the date of the commencement of said Adjustable Rate Period or said Fixed Rate Period or the date on which said principal amount is paid, and during said Adjustable Rate Period or said Fixed Rate Period on the first (1st) day of the March or September immediately following the commencement of said Adjustable Rate Period or said Fixed Rate Period and on the first (1st) day of each March and September thereafter.

This Promissory Note is issued pursuant to the Loan Agreement dated as of September 1, 1997 (the "Agreement"), by and among the Issuer, BTI, Inc., the Company and the Land Trust, and is issued in consideration of the loan made to the Land Trust thereunder and to evidence the obligations of the Land Trust set forth in Section 4.2(a) of the Agreement. The Land Trust covenants and agrees that the payments of principal hereof and premium, if any, and interest hereon will be sufficient, together with the payments under the Company Note (as defined in the Agreement), to enable the Issuer to pay when due the principal of, premium, if any, and interest on its Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-A (BTI, Inc. Project) in the aggregate principal amount of \$ _____ (the "Series 1997-A Bonds").

Each payment of principal of, premium, if any, and interest on this Promissory Note shall at all times be sufficient, together with payments made under the Company Note, to pay the total amount of principal of (whether at maturity or upon acceleration or redemption prior to maturity), premium, if any, and interest on the Series 1997-A Bonds on the same date. The total payments to be made by the Land Trust hereunder shall be sufficient, together with all payments under the Company Note, to pay when due the principal of (whether at maturity or upon acceleration or redemption prior to maturity), premium, if any, and interest on the Series 1997-A Bonds; provided, that the excess amount (as hereinafter defined)

held by the Trustee (as defined in the Agreement) in the Bond Fund (as defined in the Agreement) on a payment date shall be credited against the payment due on such date; and provided further, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Trustee in said Bond Fund should be sufficient (and remain sufficient) to pay at the times required the principal of, premium, if any, and interest on the Series 1997-A Bonds then remaining unpaid, the Land Trust shall not be obligated to make any further payments under the provisions of this Promissory Note. Notwithstanding the provisions of the preceding sentence, if on any date the excess amount held by the Trustee in said Bond Fund is insufficient to make the then required payments of principal (whether at maturity or upon redemption prior to maturity or acceleration), premium, if any, and interest on the Bonds on such date, the Land Trust shall forthwith pay such deficiency to the extent due and owing under this Promissory Note. The term "Excess Amount" as of any interest payment date shall mean the amount in said Bond Fund on such date in excess of the amount required for payment of the principal of the Series 1997-A Bonds which theretofore has matured at maturity or on a date fixed for redemption and premium, if any, on such Series 1997-A Bonds in all cases where Series 1997-A Bonds have not been presented for payment and paid, or for the payment of interest which has theretofore come due in all cases where interest checks have not been presented for payment and paid. Any monies derived from a drawing under the Letter of Credit (as defined in the Agreement) shall constitute a credit against the obligation of the Land Trust to make a corresponding payment hereunder, as provided in Section 4.2 (f) of the Agreement.

This Promissory Note is entitled to the benefits and is subject to the conditions of the Agreement. The obligations of the Land Trust to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by the Issuer or the Land Trust under the Agreement or under any other agreement between the Land Trust and the Issuer, the Company or the Trustee, or out of any indebtedness or liability at any time owing to the Land Trust by the Issuer, the Company or said Trustee, or for any other reason.

This Promissory Note is subject to mandatory prepayment and optional prepayment as a whole or in part, as provided in Article VII of the Agreement.

In certain events, on the conditions, in the manner and with the effect set out in the Agreement, the principal installments of this Promissory Note may be declared due and payable before the stated maturity thereof, together with the accrued interest thereon. Reference is hereby made to the Agreement for a complete statement of the terms and conditions under which the maturity of the principal installments of this Promissory Note may be accelerated.

This Promissory Note is executed by the Land Trust, not personally but as trustee under Trust Number 1-5160 as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and is payable only out of the property specifically described in the Agreement, and is secured as provided in the Agreement. No personal liability shall be asserted or be enforceable against Firststar Bank Illinois or any person interested beneficially or otherwise in said property specifically described in the Agreement given to secure the payment hereof or in the property subject to the Land Trust, other than as provided in the Agreement, because or in respect of this Promissory Note or the making, issue or transfer hereof, all such liability, if any, being expressly waived by each taker and holder hereof, and each original and successive holder of this Promissory Note accepts the same.

In Witness Whereof, The Land Trust has caused this Promissory Note to be duly executed, attested, sealed and delivered as of September __, 1997.

Firststar Bank Illinois, not individually but as successor trustee to First Colonial Trust Company, under Trust Agreement dated July 30, 1993 and known as Trust Number 1-5160

By: _____

Its: _____

[Seal]

Attest:

Its: _____

Endorsement.

Pay, without recourse or warranty, to the order of First of America Bank, N.A., as Trustee under the Indenture of Trust dated as of September 1, 1997, from the undersigned to said Trustee.

City of Chicago, Illinois

By: _____
Chief Financial Officer

[Seal]

Attest:

City Clerk

(Sub)Exhibit "D".
(To Loan Agreement)

Requisition Number _____.

First of America Bank of Illinois, N.A., as Trustee
Birmingham, Michigan 48009

Re: City of Chicago, Illinois

\$ _____ Variable Rate Demand

Industrial Development Revenue Bonds, Series 1997-A

(BTI, Inc. Project)

Ladies and Gentlemen:

This Requisition is submitted pursuant to the provisions of Section 3.3 of a Loan Agreement dated as of September 1, 1997 ("Agreement") by and among the City of Chicago, Illinois ("Issuer"), BTI, Inc. ("Company") and Firststar Bank Illinois, not individually but as successor trustee to First Colonial Trust Company under Trust Agreement dated July 30, 1993, and known as Trust Number 1-5160 (the "Land Trust"). The terms used herein have the same meanings as when used in the Agreement, except where the context otherwise requires.

The Company hereby requests that on _____, the Trustee pay to the payee named in paragraph (b) below from funds held in the Acquisition and Construction Fund the amount specified in paragraph (c) below. In support of this request, the Company states as follows:

(a) The cost of the facilities to which the payment relates has been properly incurred and is a proper charge against the Acquisition and Construction Fund.

(b) The Payee is _____ whose address is _____ attention: _____.

(c) The amount requested to be paid is \$ _____.

(d) None of the items for which the payment is proposed to be made has formed the basis for any payment heretofore made from the Acquisition and Construction Fund.

(e) Each of the items for which the payment is proposed to be made is or was necessary or appropriate in connection with the Project.

(f) After giving effect to this Requisition, the amount remaining in the Acquisition and Construction Fund, the reasonable estimate of investment income thereon and funds of the company available for such purpose will be sufficient to pay the cost of completing the Project.

(g) After giving effect to this Requisition, all payments of Costs of Issuance paid for out of Series 1997-A Bond proceeds does not exceed \$ _____.

In accordance with the provisions of the Agreement, the Company has caused this Requisition to be signed and verified on its behalf by its duly authorized representative this _____ day of _____, 19____.

BTI, Inc.

By: _____
Authorized Company
Representative

Approved:

First of America Bank of Illinois, N.A.,

By: _____

Its: _____

City Of Chicago, Illinois

To

First Of America Bank, N. A.,

As Trustee

Indenture Of Trust

Dated As Of September 1, 1997.

This Indenture of Trust (the "Indenture") dated as of September 1, 1997, from the City of Chicago, Illinois, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois, party of the first part (the "Issuer"), to First of America Bank, N.A., a national banking association duly organized, validly existing and authorized to accept and execute trusts of the character

herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located in the City of Birmingham, Michigan, as Trustee, party of the second part (hereinafter sometimes referred to as (the "Trustee"))).

Witnesseth:

Whereas, Pursuant to the Constitution and the laws of the State of Illinois (the "State"), and particularly Section 6 of Article VII of the 1970 Constitution of the State (the "Act"), the Issuer is authorized to issue its revenue bonds and to lend the proceeds thereof to finance the cost of industrial projects under the Act for the purpose of retaining and increasing employment in the City of Chicago, Illinois; and

Whereas, BTI, Inc., a corporation duly organized and validly existing under the laws of the State (the "Company"), and Firststar Bank Illinois, not individually but as successor trustee to First Colonial Trust Company under Trust Agreement dated July 30, 1993, and knows as Trust Number 1-5160, a banking corporation duly organized and validly existing under the laws of the State (the "Land Trust"), have made the necessary arrangements for the acquisition of land, buildings and related improvements, the construction of improvements thereto and the acquisition of machinery, equipment and related property to be installed therein (the "Project"), all to be used for the manufacture and fabrication of home furnishing products, to be operated by the Company as an authorized industrial project under the Act and to be located in the City of Chicago, Illinois, to pay certain costs of issuance of the Bonds hereinafter referred to, to pay certain expenses related to the Project (including without limitation working capital expenses), and to refinance certain outstanding debt of the Company relating to facilities in the City of Chicago, Illinois, as hereinafter provided; and

Whereas, The beneficiaries of which are the principal shareholders of the Company, shall own the portion of the Project constituting land, buildings and improvements, and shall lease that portion of the Project to the Company, and the Company shall own the portion of the Project constituting the machinery, equipment and related property; and

Whereas, The Issuer has entered into a Loan Agreement dated as of September 1, 1997, by and among the Issuer, the Company and the Land Trust (the "Agreement"), specifying the terms and conditions of the loan of the proceeds of the Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-A (BTI, Inc. Project) of the Issuer, in the aggregate principal amount of \$_____ (the "Series 1997-A Bonds") and the Taxable Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-B (BTI, Inc. Project) of the Issuer, in the aggregate principal amount of \$_____ (the "Series 1997-B Bonds", and, together with the

Series 1997-A Bonds, the "Bonds"), to the Company and to the Land Trust, as hereinafter provided; and finance a portion of the costs of the Project; and

Whereas, The Issuer shall lend a portion of the proceeds of the Series 1997-A Bonds to the Land Trust to finance a portion of the costs of the Project to be owned by the Land Trust, to lend a portion of the proceeds of the Series 1997-A Bonds to the Company to finance a portion of the costs of the Project to be owned by the Company and to pay certain costs of issuance of the Bonds, and to lend the proceeds of the Series 1997-B Bonds to the Company to pay certain costs of issuance of the Bonds, to pay certain expenses relating to the Project (including without limitation working capital expenses) and to refinance certain outstanding debt of the Company (the "Taxable Loan Purposes"), as aforesaid; and

Whereas, All Bonds issued under this Indenture will be secured by (i) an assignment and pledge of the Agreement and the promissory notes of the Company and the Land Trust issued thereunder (the "Notes"), except as otherwise provided herein, and (ii) monies derived from drawings under the irrevocable, transferable letter of credit issued by First of America Bank-Illinois, N.A. (the "Bank"), dated the date of issuance and delivery of the Bonds, issued in favor of the Trustee for the benefit of the owners from time to time of the Bonds, in the amount of (A) the aggregate principal amount of the Bonds (1) to enable the Trustee to pay the principal of the Bonds at maturity, upon call for redemption prior to maturity or upon acceleration, and (2) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to it for purchase, equal to the aggregate principal amount of such Bonds, plus (B) an amount equal to the interest to accrue on the Bonds for thirty-five (35) days at the maximum rate of twelve percent (12%) per annum (1) to enable the Trustee to pay interest accrued on the Bonds on the dates and in the manner set forth in this Indenture, and (2) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to it for purchase, equal to the accrued interest on such Bonds (which initial letter of credit, together with any substitute Letter of Credit, is hereinafter referred to as the "Letter of Credit"); and

Whereas, The Series 1997-A Bonds, the certificate of authentication to be endorsed on the Series 1997-A Bonds, the form of assignment to be endorsed on the Series 1997-A Bonds and the form of optional tender notice (which shall be available at the principal corporate trust office of the Trustee) are to be in substantially the following forms, with appropriate variations omissions and insertions as permitted or required by this Indenture, to wit:

9/10/97

REPORTS OF COMMITTEES

51167

[Form Of Series 1997A-Bond]

Registered
Number RA-_____

Registered
\$_____

United States Of America

State Of Illinois

City Of Chicago

Variable Rate Demand Industrial Development Revenue Bond,

Series 1997-A,

(BTI, Inc. Project),

Dated Date:

Maturity Date:

C.U.S.I.P.
Number:

_____, 1997

September 1, 1997

Registered Owner:

Principal Amount:

Know All Men By These Presents that the City of Chicago, Illinois, a municipal and a home rule unit of government organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received, hereby promises to pay solely and only from the source and as hereinafter provided, to the Registered Owner identified above or its registered assigns, the Principal Amount identified above, payable on the Maturity Date identified above, except as the provisions hereinafter set forth with respect to redemption prior to Maturity may become applicable hereto, and in like manner to pay interest on said sum, at the rate that is in

effect from time to time, in accordance with the provisions hereof. During any Weekly Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and calculated on the actual number of days elapsed, payable on October 1, 1997, on the first (1st) Business Day (as hereinafter defined) of each calendar month thereafter, on the first (1st) Business Day of each calendar month after a Conversion Date, as hereinafter defined and on a Conversion Date, as hereinafter defined (each a "Variable Rate Interest Payment Date"). During any Adjustable Rate Period, as hereinafter defined, and the Fixed Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of three hundred sixty (360) days of twelve (12) thirty (30) day months, payable on the first (1st) day of the March or September immediately following the commencement of such Adjustable Rate Period or the Fixed Rate Period, as the case may be, and on the first (1st) day of each March or September thereafter (each a "Fixed Rate Interest Payment Date").

Principal of and premium, if any, on this Bond shall be payable in lawful money of the United States of America at the principal corporate trust office of First of America Bank, N.A., with its principal corporate trust office located in Birmingham, Michigan, or its successor in trust (the "Trustee"). Interest on this Bond shall be payable to the Registered Owner as of the Record Date (as hereinafter defined). Payments of interest on this Bond shall be made by check or draft of the Trustee mailed on the applicable interest payment date to the Registered Owner hereof at his address as it appears on the registration books of the Issuer kept by the Trustee, as Bond Registrar, or at such other address as is furnished to the Trustee in writing by such Registered Owner no later than the close of business on the Record Date; provided, that payments of interest on this Bond may be made by wire transfer to the Registered Owner of this Bond in the event that the Registered Owner hereof is the Registered Owner of at least One Million Dollars (\$1,000,000) in aggregate principal amount of the Bonds (as hereinafter defined) as of the close of business on the Record Date immediately preceding the applicable interest payment date and such Registered Owner shall have given written notice to the Trustee on or before the Business Day (as hereinafter defined) immediately preceding such Record Date, directing the Trustee to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired, and upon compliance with the reasonable requirements of the Trustee. As used herein, the term "Record Date" shall mean, during any Weekly Rate Period or any Monthly Rate Period, the day immediately preceding a Variable Rate Interest Payment Date on this Bond, and, during any Adjustable Rate Period or the Fixed Rate Period, the fifteenth (15th) day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on this Bond. "Business Day" means any day other than a day which banking institutions in the city in which the principal corporate trust office of the Trustee is located or the

principal office of the Remarketing Agent hereinafter identified is located, on which banking institutions in the city in which the office of the Bank (as hereinafter defined) where drawing under the Letter of Credit (as hereinafter defined) are to be made is located, or on which banking institutions located in the City of New York, New York, are required or authorized by law to be closed, or other than a day on which the New York Stock Exchange is closed.

This Bond Is A Special, Limited Obligation Of The Issuer, Payable Solely From The Revenues And Receipts Described Herein, The Proceeds Of The Bonds, And The Income From Temporary Investment Thereof. This Bond And The Premium, If Any, And Interest Hereon Do Not Now And Shall Never Constitute An Indebtedness Or A Loan Of Credit Of The Issuer, The State Of Illinois (The "State") Or Any Political Subdivision Thereof, Within The Meaning Of Any Constitutional Or Statutory Provision, And Shall Never Constitute Nor Give Rise To A Charge Against The General Credit Or Taxing Powers Of The Issuer, The State Or Any Political Subdivision Thereof, But Shall Be A Special, Limited Obligation Of The Issuer, Payable Solely From The Revenues And Receipts Derived From Payments Made By The Company And The Land Trust (As Hereinafter Defined) Under The Agreement (As Hereinafter Defined) And The Notes (As Hereinafter Defined) And Payments Under The Letter Of Credit (As Hereinafter Defined). No Registered Owner Of This Bond Shall Have The Right To Compel The Taxing Power Of The Issuer, The State Or Any Political Subdivision Thereof To Pay The Principal Of, Premium, If Any, Or Interest On This Bond.

Reference is hereby made to the further provisions of this Bond set forth on the reverse side hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

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

This Bond is issued with the intent that the laws of the State will govern its construction.

It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

In Witness Whereof, The City of Chicago, Illinois, has caused this Bond to be signed in its name by the manual or facsimile signature of its Mayor and

its official seal to be affixed, imprinted or reproduced hereon and attested by the manual or facsimile signature of its City Clerk, all as of the Dated Date identified above.

City of Chicago, Illinois

By: _____
Mayor

[Seal]

Attest:

City Clerk

[Form Of Certificate Of Authentication]

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

Date of Authentication: _____

First of America Bank, N.A.,
as Trustee

By: _____
Authorized Signatory

(Form Of Reverse Side Of Series 1997-A Bonds)

This Bond is one of an authorized series of bonds in the aggregate principal amount of \$_____ (the "Series 1997-A Bonds") issued, together with \$_____ aggregate principal amount of Taxable Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-B (BTI, Inc. Project) of the Issuer (the "Series 1997-B Bonds", and together with the Series 1997-A Bonds, the "Bonds"), for the purpose of lending the proceeds thereof to BTI, Inc., a corporation organized and existing under the laws of the State of Illinois (the "Company"), and Firstar Bank Illinois, not individually but as successor trustee to First Colonial Trust Company under Trust Agreement dated July 30, 1993, and known as Trust Number 1-5160, a banking corporation organized and existing under the laws of the State of Illinois (the "Land Trust"), for the purpose of providing funds to finance a portion of the costs of the acquisition of certain land, buildings and related improvements, the construction of improvements thereto and the acquisition of certain machinery, equipment and related property to be installed therein, all to be operated by the Company, and to be located in the City of Chicago, Illinois (the "Project"), and the payment of necessary costs incidental thereto. The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust dated as of September 1, 1997 (which indenture, as from time to time supplemented and amended, is herein referred to as the "Indenture"), duly executed and delivered by the Issuer to the Trustee. Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds and the terms upon which the Bonds are issued and secured. The terms and conditions of the loan of the proceeds of the Bonds to the Company and the Land Trust and the repayment of said loan are contained in a Loan Agreement dated as of September 1, 1997, by and among the Issuer, the Company and the Land Trust (which Loan Agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement"). To evidence their respective obligations to repay the loan of the proceeds of the Bonds, the Company and the Land Trust have executed and delivered their respective Promissory Notes (the "Notes") identical to the terms of the Bonds as to principal amount and maturity date, interest rates and payment dates and prepayment (or redemption) provisions.

The Bonds are issuable only as fully registered Bonds without coupons in denominations of One Hundred Thousand Dollars (\$100,000) and any integral multiple of Five Thousand Dollars (\$5,000) in excess thereof during any Weekly Rate Period or any Monthly Rate Period and in denominations of Five Thousand Dollars (\$5,000) and any integral multiple thereof during any Adjustable Rate Period or the Fixed Rate Period. This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and

cancellation of this Bond. Upon such transfer a new Bond or Bonds of the same series in authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Issuer and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. Subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation thereof, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same series in other authorized denominations. The Trustee shall not be required to transfer or exchange any Bond after notice calling such Bonds or portion thereof for redemption prior to maturity has been given as herein provided, or during the period of fifteen (15) days next preceding the giving of such notice of redemption.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and the laws of the State, and particularly Section 6 of Article VII of the 1970 Constitution of the State (the "Act"), and pursuant to proceedings of the City Council of the Issuer, including a bond ordinance adopted by the City Council of the Issuer on _____, 1997, authorizing among other things the execution and delivery of the Indenture. The Bonds are special, limited obligations of the Issuer, payable solely out of certain revenues and receipts derived from the Agreement and the Notes and as otherwise provided in the Indenture. Such payments are to be paid to the Trustee for the account of the Issuer and deposited in a special trust fund account created by the Issuer, maintained by the Trustee and designated "City of Chicago, Illinois, Variable Rate Demand Industrial Development Revenue Bond Fund (BTI, Inc. Project)", and have been and are hereby duly pledged for that purpose, and in addition, certain of the right, title and interest of the Issuer in and to the Agreement and the Notes have been assigned and pledged to the Trustee to secure the payment of such principal, interest and premium, if any, under the Indenture.

First of America Bank-Illinois, N.A., in Libertyville, Illinois, has issued an irrevocable, transferable letter of credit dated the date of issuance and delivery of the Bonds, issued in favor of the Trustee for the benefit of the owners from time to time of the Bonds, in the amount of (i) the aggregate principal amount of the Bonds (A) to enable the Trustee to pay the principal of the Bonds at maturity, upon call for redemption prior to maturity or upon acceleration, and (B) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to it for purchase, equal to the aggregate principal amount of such Bonds, plus (ii) an amount equal to the interest to accrue on the Bonds for thirty-five (35) days at the maximum rate of twelve percent (12%) per annum (the "Maximum Rate") (A) to enable the Trustee to pay interest accrued on the Bonds on the dates and in the manner set forth in the Indenture, and (B) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to it

for purchase, equal to the accrued interest on such Bonds, which initial letter of credit, together with any substitute letter of credit, is hereinafter referred to as the "Letter of Credit". First of America Bank-Illinois, N.A. and the issuer of any such substitute Letter of Credit is hereinafter referred to as the "Bank".

This Bond shall bear interest on the unpaid Principal Amount hereof until paid at the rate in effect from time to time, as provided below. This Bond shall bear interest at the Weekly Rate (as hereinafter defined) during any Weekly Rate Period and at the Monthly Rate (as hereinafter defined) during any Monthly Rate Period from the Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date shall be prior to October 1, 1997, in which case this Bond shall bear interest from the date of the initial delivery of this Bond, (b) such date shall be prior to the first Variable Rate Interest Payment Date immediately following the applicable Conversion Date (as hereinafter defined) in which case this Bond shall bear interest from such Conversion Date, or (c) such date shall be a Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for, in which case this Bond shall bear interest from such date; and shall bear interest at the Adjustable Rate (as hereinafter defined) during any Adjustable Rate Period and at the Fixed Rate (as hereinafter defined) during the Fixed Rate Period from the Fixed Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date shall be prior to the Fixed Rate Interest Payment Date immediately following the applicable Conversion Date, in which case this Bond shall bear interest from such Conversion Date, or (b) such date shall be a Fixed Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for, in which case this Bond shall bear interest from such date.

This Bond shall initially bear interest at the weekly rate (the "Weekly Rate"). On any date after the initial issuance of this Bond, this Bond may bear interest at the Weekly Rate, a monthly rate (the "Monthly Rate"), an adjustable rate (the "Adjustable Rate") or a fixed rate (the "Fixed Rate"), as determined as hereinafter provided and in accordance with the terms and provisions of the Indenture, and as selected in the manner hereinafter provided; provided, that this Bond shall continue to bear interest at the Weekly Rate from time to time in effect, as determined by the weekly rate determination method (the "Weekly Rate Determination Method"), or at the Monthly Rate from time to time in effect, as determined by the monthly rate determination method (the "Monthly Rate Determination Method"), or at the Adjustable Rate from time to time in effect, as determined by the adjustable rate determination method (the "Adjustable Rate Determination Method"), as shall be selected by the Company until another Weekly Rate Determination Method, Monthly Rate Determination Method, Adjustable Rate Determination Method or fixed rate determination method (the "Fixed Rate Determination Method") is selected by the Company, after consultation

with the Remarketing Agent hereinafter identified, as hereinafter provided; provided further, that, on and after the Conversion Date on which a Fixed Rate becomes effective, this Bond shall bear interest at the Fixed Rate until final maturity. As used herein, the term, "Conversion Date", means the effective date on which the interest rate on this Bond previously determined by the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method shall be determined by a new Weekly Rate Determination Method, Monthly Rate Determination Method, Adjustable Rate Determination Method or Fixed Rate Determination Method. If, as a result of the then prevailing market conditions in the related credit markets, the Company determines, after consultation with the Remarketing Agent, that a change from the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method then being used to determine the interest rate on this Bond to another Weekly Rate Determination Method, Monthly Rate Determination Method, Adjustable Rate Determination Method or Fixed Rate Determination Method would be beneficial to the market for, or the yield on, this Bond and the other Bonds and would be likely to produce the lowest net interest cost to the Company and the Land Trust over the term of this Bond and the other Bonds, then the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method then being used to determine the interest rate on the Bonds shall be changed to the Weekly Rate Determination Method, the Monthly Rate Determination Method, the Adjustable Rate Determination Method or the Fixed Rate Determination Method so selected.

If a Weekly Rate Determination Method, a Monthly Rate Determination Method or an Adjustable Rate Determination Method shall be so selected, the following conditions must be satisfied: (i) the Company shall give written notice of its election to change the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method then being used to determine the interest rate on the Bonds to another Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method to the Issuer, the Land Trust, the Trustee, the Remarketing Agent and the Bank at least fifteen (15) Business Days prior to the proposed effective date on which this Bond will bear interest at the Weekly Rate, the Monthly Rate or the Adjustable Rate determined by the new Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method (a Conversion Date), which notice shall specify the Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method which the Issuer proposes be used to determine the interest rate on the Bonds and such proposed Conversion Date; (ii) such proposed Conversion Date shall be an interest payment date on this Bond; (iii) if the Company selects the Adjustable Rate Determination Method, it shall also select the length of the Adjustable Rate Period which shall be six (6) months or any integral multiple of six (6) months (provided, that an Adjustable Rate Period shall commence on a March 1 or a

September 1, and shall end on an August 31 or a last day of February); (iv) the Trustee shall give notice of a mandatory tender for purchase pursuant to the provisions of the Indenture; (v) the Remarketing Agent shall calculate the Weekly Rate, Monthly Rate or Adjustable Rate by using the new Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method in accordance with the provisions of the Indenture; (vi) at or before 10:00 A.M., Chicago time, on the proposed Conversion Date, the Company shall have delivered to the Issuer, the Trustee, the Remarketing Agent and the Bank an opinion of nationally recognized bond counsel (the "Bond Counsel") to the effect that such change from the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method to another Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method is lawful under applicable law and permitted by the Indenture, and does not have a material adverse effect on the tax status of the interest on the Series 1997-A Bonds for federal income tax purposes; and (vii) in the event that a substitute Letter of Credit or an Alternate Credit Facility (as defined in the Indenture) is to be in effect during an Adjustable Rate Period, at or before 10:00 A.M., Chicago time, on the proposed Conversion Date, the Company shall have caused such substitute Letter of Credit or Alternate Credit Facility to be delivered to the Trustee. In the event that all of the preceding conditions to a change from one Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method to another Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method shall not have been satisfied, this Bond shall continue to bear interest at the interest rate then in effect for the remaining portion of the interest rate period then in effect, or shall bear interest for an interest rate period at the interest rate in effect for the immediately preceding interest rate period.

Notwithstanding the above, the Company shall have the option to elect to convert the interest rate borne by the Bonds of each series to the Fixed Rate, as hereinafter provided. In the event that the Company elects to exercise its option to convert the interest rate borne by the Bonds of each series to the Fixed Rate, the Bonds of each series shall bear interest at the Fixed Rate, as established in accordance with the provisions of the Indenture, upon the satisfaction of the following conditions:

(i) the Company shall give written notice of its election to convert the interest rate borne by the Bonds of each series to the Fixed Rate to the Issuer, the Land Trust, the Trustee, the Remarketing Agent and the Bank at least forty-five (45) days prior to the proposed Conversion Date, which notice shall specify the proposed Conversion Date;

(ii) the proposed Conversion Date shall be an interest payment date on the Bonds;

(iii) the Remarketing Agent shall calculate the Fixed Rate in accordance with the provisions of the Indenture;

(iv) the Trustee shall give notice of mandatory tender for purchase to the owners of the Bonds pursuant to the Indenture;

(v) at or before 10:00 A.M., Chicago time, on the proposed Conversion Date, the Company shall have delivered to the Issuer, the Trustee, the Remarketing Agent and the Bank an opinion of Bond Counsel to the effect that such conversion to the Fixed Rate is lawful under applicable law and permitted by the Indenture and that such conversion to the Fixed Rate does not have an adverse effect on the exclusion of the interest on the Series 1997-A Bonds from the gross income of the owners thereof for federal income tax purposes; and

(vi) in the event that a substitute Letter of Credit or an Alternate Credit Facility is to be in effect during the Fixed Rate Period, at or before 10:00 A.M., Chicago time, on the proposed Conversion Date, the Company shall have caused such substitute Letter of Credit or Alternate Credit Facility to be delivered to the Trustee.

In the event that all of the preceding conditions to a conversion to the Fixed Rate shall not have been satisfied, the Bonds shall continue to bear interest at the interest rate then in effect, or shall bear interest at the rate in effect for the immediately preceding interest rate period.

When this Bond bears interest at the Weekly Rate, this Bond shall bear interest from (i) the date of the original issuance of the Bonds, (ii) a Conversion Date on which the Weekly Rate becomes the interest rate to be borne by the Bonds, (iii) the Thursday of a week, or (iv) any optional tender date on which Series 1997-A Bonds have been tendered to the Trustee for purchase and the Remarketing Agent, in its sole discretion, determines that the Weekly Rate must be redetermined to remarket the Series 1997-A Bonds, as the case may be, to and including the immediately following Wednesday or any optional tender date on which the Weekly Rate is redetermined, as the case may be. The Weekly Rate for each such interest rate period shall be equal to the lesser of (i) the Maximum Rate, or (ii) the interest rate established by the Remarketing Agent on the first (1st) day of each such interest rate period, which the Remarketing Agent, having due regard for prevailing financial market conditions, determines would be the interest rate, but would not exceed the interest rate, that would result in the market value of the Series 1996-A Bonds on the effective date of such Weekly Rate being one hundred percent (100%) of the principal amount thereof. On such date of determination, the Remarketing Agent shall give notice of the interest rate so determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer, the Trustee, the Company, the Land Trust and the Bank, and the interest rate so determined shall be the Weekly Rate on the Series 1996-A Bonds for such interest rate

period. If for any reason the Weekly Rate on the Series 1996-A Bonds for any such interest rate period cannot be determined in the foregoing manner, the Weekly Rate on the Series 1996-A Bonds for such interest rate period shall be the Weekly Rate in effect for the immediately preceding interest rate period.

When this Bond bears interest at the Monthly Rate, this Bond shall bear interest from (i) the Conversion Date on which the Monthly Rate becomes the interest rate to be borne by the Bonds, or (ii) the first (1st) Business Day of a calendar month, as the case may be, to and including the day immediately preceding the first (1st) Business Day of the following calendar month. The Monthly Rate for each such interest rate period shall be equal to the lesser of (i) the Maximum Rate, or (ii) the interest rate established by the Remarketing Agent on the first (1st) Business Day of each such interest rate period, which the Remarketing Agent, having due regard for prevailing financial market conditions, determines would be the interest rate, but would not exceed the interest rate, that would result in the market value of the Series 1997-A Bonds on such date of determination being one hundred percent (100%) of the principal amount thereof. On such date of determination, the Remarketing Agent shall give notice of the interest rate so determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer, the Trustee, the Company, the Land Trust and the Bank, and the interest rate so determined shall be the Monthly Rate on the Series 1997-A Bonds for such interest rate period. If for any reason the Monthly Rate on the Bonds for any such interest rate period cannot be determined in the foregoing manner, the Monthly Rate for such interest rate period shall be the Monthly Rate in effect for the immediately preceding interest rate period.

When this Bond bears interest at the Adjustable Rate, this Bond shall bear interest from (i) the Conversion Date on which the Adjustable Rate becomes the interest rate to be borne by the Bonds, or (ii) the day immediately following the end of the preceding interest rate period in which an Adjustable Rate is in effect, as the case may be, to the last day of the Adjustable Rate Period. The Adjustable Rate for each such interest rate shall be equal to the lesser of (i) the Maximum Rate, or (ii) the interest rate established by the Remarketing Agent on the Business Day immediately preceding the first day of each such interest rate period, which the Remarketing Agent, having due regard for prevailing financial market conditions, determines would be the interest rate, but would not exceed the interest rate, that would result in the market value of the Series 1997-A Bonds on the first (1st) day of such interest period being one hundred percent (100%) of the principal amount thereof. On such date of determination, the Remarketing Agent shall give notice of the interest rate and the duration of the Adjustable Rate Period so determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer, the Trustee, the Company, the Land Trust and the Bank, and the interest rate so determined shall be the Adjustable Rate on the Series 1997-B Bonds for the immediately following interest rate period. If for any reason the Adjustable Rate for any

such interest rate period cannot be determined in the foregoing manner, the Adjustable Rate for such interest rate period shall be the Adjustable Rate in effect for the immediately preceding interest rate period.

The Trustee shall confirm the interest rate on this Bond from time to time in effect by telephone (confirmed in writing if requested) to the Remarketing Agent and the Registered Owner hereof who requests such information in any manner. The determination of the interest rate as aforesaid shall be binding on the Issuer, the Trustee, the Remarketing Agent, the Bank the Company, the Land Trust and the owners from time to time of all of the Bonds.

Notwithstanding the above this Bond shall bear interest at a Fixed Rate from the applicable Conversion Date to and including the final maturity date of this Bond (the "Fixed Rate Period"). The Fixed Rate for the Fixed Rate Period shall be equal to the lesser of (a) the Maximum Rate, or (b) the interest rate established by the Remarketing Agent on a date not more than fifteen (15) days nor less than eight (8) days prior to such Conversion Date, which the Remarketing Agent, having due regard for prevailing financial market conditions, determines would be the interest rate, but would not exceed the interest rate, that would result in the market value of the Series 1996-A Bonds on such Conversion Date being one hundred percent (100%) of the principal amount thereof. The interest rate so determined shall be the Fixed Rate on the Series 1996-A Bonds for the Fixed Rate Period (if all other conditions to the conversion to the Fixed Rate have been satisfied). If for any reason a Fixed Rate cannot be determined in the foregoing manner, the interest rate on the Series 1996-A Bonds shall be the interest rate then in effect.

The Issuer and the Company have appointed Gates Capital Corporation as the initial Remarketing Agent under the Indenture. The Issuer and the Company may, from time to time, remove or replace the Remarketing Agent.

The Registered Owner hereof shall have the right to tender this Bond or a portion hereof (in authorized denominations) to the Trustee for purchase as a whole or in part (in any authorized denomination) on any Business Day during the Weekly Rate Period or on any interest payment date during the Monthly Rate Period, at a purchase price equal to one hundred percent (100%) of the principal amount hereof (or portions hereof in authorized denominations) tendered plus accrued interest to the specified purchase date, in accordance with the Indenture. In order to exercise such option with respect to this Bond or any portion hereof, the Registered Owner hereof must give to the Trustee at its designated corporate trust office by the opening of business at such office at least seven (7) days immediately preceding the purchase date, written notice of tender to the Trustee (which written notice of tender shall be in the form attached hereto or shall be in such other form acceptable to the Trustee). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the

Registered Owner of this Bond. At or before 10:00 A.M., Chicago time, on the specified purchase date (or, if such purchase date is not a Business Day, then on the immediately following Business Day), the Registered Owner of this Bond as to which any such notice of tender shall have been given shall deliver this Bond and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Trustee) to the Trustee at its principal corporate trust office, and on the specified purchase date (or if such purchase date is not a Business Day, on the immediately following Business Day), the Trustee shall purchase this bond only out of funds made available to it for such purpose, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof plus accrued interest, if any, and the Registered Owner hereof, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the times aforesaid. If this Bond is not so tendered (an "Unsurrendered Bond"), and there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price of this Bond and all other Bonds so tendered or deemed to be tendered for purchase on such specified purchase date, this Bond shall be deemed to have been tendered by the Registered Owner hereof and purchased from such Registered Owner on the specified purchase date, and the Registered Owner hereof shall not be entitled to receive interest on this Bond on and after the specified purchase date. Upon surrender of this Unsurrendered Bond to the Trustee, the Trustee shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal to the purchase price of this Unsurrendered Bond due on such purchase date. The Trustee shall, in its sole discretion, determine whether, with respect to any Bond, the registered owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part. The Registered Owner hereof shall not have the right to tender this Bond during any Adjustable Rate Period or the Fixed Rate Period.

Subject to the provisions below, the Registered Owner of this bond shall be required to tender this Bond to the Trustee for purchase on (i) any date specified by the Company as a Conversion Date (a "Proposed Conversion Date"), (ii) the first (1st) Business Day of the calendar month in which the stated termination date of the Letter of Credit occurs, and (iii) the first (1st) Business Day of the calendar month in which an Alternate Credit Facility is delivered to the Trustee (each a "Mandatory Tender Date"), all as more fully provided below. Notice of a mandatory tender shall be given by the Trustee by first class mail, postage prepaid, to the Registered Owner of this Bond at its address appearing on the registration books of the Issuer maintained by the Trustee, as Bond Registrar, not less than ten (10) Business Days nor more than fifteen (15) Business Days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date, and shall state that the Mandatory Tender Date is a Proposed Conversion Date, the first Business Day of the calendar month in which the stated termination date of the Letter of Credit occurs, or the first Business Day of the calendar month in which an Alternate Credit Facility is delivered to the

Trustee, as the case may be, and that this Bond must be tendered by the Registered Owner hereof for the purchase at or before 10:00 A.M., Chicago time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Trustee at its principal corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Trustee), and shall be purchased on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount hereof and accrued interest, if any, hereon, and if this Bond is not so tendered (an Unsurrendered Bond), but there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price for this Bond and all other Bonds so tendered or deemed to be tendered for purchase on the Mandatory Tender Date, this Bond shall be deemed to have been tendered for purchase by the Registered Owner hereof and purchased from such Registered Owner on the Mandatory Tender Date. This Bond shall be tendered by the Registered Owner hereof to the Trustee for purchase at or before 10:00 A.M., Chicago time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), by delivering this Bond to the Trustee at its principal corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Trustee), and on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), the Trustee shall purchase this Bond, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof and interest, if any, accrued hereon, and the Registered Owner of this Bond, by this acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the times as aforesaid. If this Bond is not tendered at or before 10:00 A.M., Chicago time, on any Mandatory Tender Date, and there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price hereof and all other Bonds tendered or deemed to be tendered for purchase on such Mandatory Tender Date, this Bond shall be deemed to be tendered by the Registered Owner hereof and purchased from such Registered Owner on the Mandatory Tender Date, and the Registered Owner hereof shall not be entitled to receive interest on this Unsurrendered Bond on and after such Mandatory Tender Date. Upon surrender of this Unsurrendered Bond to the Trustee, the Trustee shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal to the purchase price of this Unsurrendered Bond due on such Mandatory Tender Date.

During any Weekly Rate Period and any Monthly Rate Period, the Bonds are subject to redemption prior to maturity at the option of the Issuer to the extent of any available funds, including funds derived from a prepayment of the principal of either Note (or a portion thereof made by the Company and/or the Land Trust, as a whole, or in part (and, if in part, by lot in such

manner as may be designated by the Trustee, commencing with Bonds held by the Trustee for the account of the Company resulting from a drawing under the Letter of Credit until all such Bonds have been selected for redemption prior to maturity), on any date, at a redemption price of one hundred percent (100%) of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

During any Adjustable Rate Period and the Fixed Rate Period, the Bonds are subject to redemption prior to maturity at the option of the Issuer to the extent of any available funds, including funds derived from a prepayment of the principal of either Note (or a portion thereof), made by the Company and/or the Land Trust, as a whole on any date, subject to the terms of the Indenture, or in part on any interest payment date (and, if in part, by lot in such manner as may be designated by the Trustee), subject to the terms of the Indenture, at a redemption price of one hundred percent (100%) of the principal amount to be redeemed and accrued interest to the date fixed for redemption, plus the applicable premium, if any, set forth in the Indenture.

The Bonds are further subject to redemption prior to maturity in the event that the Company and the Land Trust shall exercise the option to prepay the Notes and to cause the Bonds to be redeemed in the event of damage to or destruction of or condemnation of the Project or the Premises (as defined in the Indenture). As a result of such event, the Bonds are subject to redemption prior to maturity on any date, as a whole, and not in part, at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed, plus accrued interest to the date fixed for redemption.

The Series 1997-A Bonds are subject to mandatory redemption prior to maturity by the Issuer from funds derived from the prepayment of a portion of the principal of the Notes by the Company and the Land Trust, as a whole and not in part, on any date within forty-five (45) days of the occurrence of a Determination of Taxability (as defined in the Indenture), at a redemption price of one hundred percent (100%) of the principal amount thereof to be redeemed (or one hundred three percent (103%) of the principal amount thereof being redeemed during the Adjustable Rate Period or the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

The Series 1997-A Bonds are further subject to redemption prior to maturity by the Issuer in the event that any monies remain in the Acquisition and Construction Fund referred to in the Indenture upon receipt by the Trustee of a completion certificate pursuant to the Agreement (other than monies withheld and used to pay costs of the Project, as set forth in the Agreement). In any such event, the Bonds are subject to redemption prior to maturity on any date within forty-five (45) days after the receipt by the Trustee of such completion certificate or after such deposit, in an aggregate principal amount equal to the amount so transferred to the Bond Fund rounded to the next lowest Five Thousand Dollar (\$5,000) multiple, in part, at a redemption price of one hundred percent (100%) of the principal amount

thereof being redeemed and accrued interest to the date fixed for redemption.

The Series 1997-A Bonds may be subject to mandatory redemption prior to maturity during any Adjustable Rate Period and the Fixed Rate Period in the event that a mandatory sinking fund redemption schedule is determined pursuant to Section 3.1 (e) of the Indenture. In such event, the Bonds shall be subject to mandatory redemption prior to maturity on March 1 or September 1 of the years as determined in accordance with Section 3.1(e) of the Indenture, at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption. If the Series 1997-A Bonds have been called for redemption from a source other than a mandatory sinking fund installment, then the principal amounts so called for redemption will be credited against the mandatory sinking fund redemption installments, as provided in the Indenture.

In the event any of the Bonds or portions thereof (which shall be an authorized denomination) are called for redemption prior to maturity as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed prior to maturity will be given by the Trustee by mailing a copy of the redemption notice by first class mail, postage prepaid, at least thirty (30) days, but not more than sixty (60) days, prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the Issuer maintained by the Trustee, as Bond Registrar; provided, however, that failure to give such notice by mailing, or any defect therein shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure or defect has occurred. All Bonds or portions thereof so called for redemption prior to maturity will cease to bear interest on and after the specified redemption date provided funds for their redemption are on deposit with the Trustee at that time.

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

secured by or entitled to the benefits of the Indenture, except for purposes of transfer and exchange and payment from such Governmental Obligations on the date or dates specified at the time of such deposit.

The Indenture permits the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the owners of the Bonds at any time by the Issuer with the consent of the owners of a majority, or in certain instances one hundred percent (100%) in aggregate principal amount of the Bonds at the time outstanding, as provided in the Indenture. Any such consent or waiver by Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future owners of this Bond and of any Bond issued upon the transfer or exchange of this Bond, whether or not notation of such consent or waiver is made upon this Bond. The Indenture also contains provisions permitting the Trustee to enter into certain supplemental indentures without the consent of the owners of the Bonds and to waive certain past defaults under the Indenture and their consequences. No supplemental indenture will become effective without the consent of the Company and the Land Trust (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) and, if a Letter of Credit is then in effect, the Bank.

[Form Of Assignment]

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

Unif. Gift Min. Act --

Ten. Com. --	as tenants in common	<u> </u> (Cust.)	Custodian	<u> </u> (Minor)
Ten. Ent. --	as tenants by the entireties	<u> </u>	under Uniform Gifts to Minors Act	<u> </u>
Jt. Ten. --	as joint tenants with right of survivorship and not as tenants in common		(State)	

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

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

(Name and Address of Assignee)

the Variable Rate Demand Industrial Development Revenue Bond, Series 1997-A (BTI, Inc. Project) (the "Bond") of the City of Chicago, Illinois number _____ and does hereby irrevocably constitute and appoint _____, attorney, to transfer the Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Taxpayer Identification

Number: _____

Signature(s)

Notice: The signatures to this Assignment must correspond with the names appearing on the registration books of the Issuer maintained by the Trustee as Bond Registrar, in every particular, without alteration or enlargement or any change whatsoever.

[Form Of Bondholder Tender Notice]

Bondholder Tender Notice.

The undersigned hereby elects to have the Variable Rate Demand Industrial Development Revenue Bond, Series 1997-A (BTI, Inc. Project), numbered RA-_____ (the "Bond") of the City of Chicago, Illinois (the "Issuer") (or any portion thereof in any denomination specified below) purchased in accordance with the provisions of the Bond and the Indenture of Trust (the "Indenture") dated as of September 1, 1997, from the Issuer to First of America Bank, N.A., as Trustee (the "Trustee"), on _____ (the "Purchase Date"), which Purchase Date shall be a Business Day at least seven (7) days immediately following the submission of this Bondholder Tender Notice to the Trustee (and, if the Bond currently bears interest at the Monthly Rate, as defined in the Bond, such Purchase Date is an interest payment date on the Bond), at the purchase price of one hundred percent (100%) of the principal amount thereof being purchased plus accrued interest to the date of purchase (the "Purchase Price"). The Bond may be tendered for purchase in part in the principal amount of One Hundred

Thousand Dollars (\$100,000) or any integral multiple of Five Thousand Dollars (\$5,000) in excess thereof, but the Bond shall not be tendered for purchase in part if the unpurchased part of the Bond shall be less than One Hundred Thousand Dollars (\$100,000).

Pursuant to the terms of the Indenture, the Purchase Price of the Bond (or portion thereof) to be purchased shall be paid to the registered owner of the Bond in federal or other immediately available funds or by wire transfer, as provided in the Indenture, at or before 2:00 P.M., Chicago time, on the Purchase Date (or, if the Purchase Date is not a Business Day, as defined in the Indenture, then on the immediately following Business Day) upon presentation of the Bond to the Trustee, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bond or in such other form acceptable to the Trustee), at or before 10:00 A.M., Chicago time, on the Purchase Date at 1001 South Worth Avenue, Birmingham, Michigan 48009, Attention: Corporate Trust Department. The undersigned hereby acknowledges and agrees to such terms.

This Bondholder Tender Notice shall not be accepted by the Trustee unless it is properly completed and received by the Trustee at its principal corporate trust office, at 1001 South Worth Avenue, Birmingham, Michigan 48009, Attention: Corporate Trust Department.

If the Bond is submitted for purchase in part, the undersigned hereby directs the Trustee to exchange the Bond for (i) a Bond representing the principal amount of the Bond to be purchased, and (ii) a Bond (or Bonds of authorized denominations if the owner specifies the authorized denominations) representing the principal amount of the Bond not to be purchased. The Bond or Bonds not to be purchased shall be registered in the same name(s) as the Bond tendered for purchase. Unless the owner of the Bond delivers instructions to the Trustee with this Bondholder Tender Notice, specifying that said owner wishes to have the Trustee deliver more than one (1) Bond representing the principal amount of the Bond not to be purchased, and specifying the authorized denominations of such replacement Bonds, the Trustee will deliver only one (1) replacement Bond to such owner in the principal amount of the Bond not to be purchased.

This Election Is Irrevocable And Binding On The
Undersigned And Cannot Be Withdrawn.

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

Print or Type:

Name(s) of Bondholder(s)

Street City State Zip

()
Area Code Telephone Number

Signature(s):

Date:

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

Taxpayer Identification Number:

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in S.T.A.M.P. or such other "signature guaranty program" as may be determined by the Trustee in addition to or in substitution for S.T.A.M.P., all in accordance with the Securities Exchange Act of 1934, as amended.

The principal amount of the Bond subject to this Bondholder Tender Notice for purchase is

\$ _____ (Insert Total Principal Amount Of Bond Or A Portion Thereof In The Amount Of One Hundred Thousand Dollars (\$100,000) Or Any Integral Multiple Of Five Thousand Dollars (\$5,000) In Excess Thereof)

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

Special Delivery Instructions.

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

Wire transfer purchase price to:

ABA Number: _____

Receiving Bank: _____

Account Number: _____

* * * * *

; and

Whereas, The Series 1997-B Bonds, the certificate of authentication to be endorsed on the Series 1997-B Bonds, the form of assignment to be endorsed on the Series 1997-B Bonds and the form of optional tender notice (which shall be available at the principal corporate trust office of the Trustee) are to be in substantially the following forms, with appropriate variations, omissions and insertions as permitted or required by this Indenture to wit:

[Form Of Series 1997-B Bond]

Registered
Number RB-_____

Registered
\$_____

United States Of America

State Of Illinois

City Of Chicago

Taxable Variable Rate Demand Industrial Development Revenue Bond,

Series 1997-B

(BTI, Inc. Project)

Dated Date:

Maturity Date:

C.U.S.I.P.
Number:

_____, 1997

September 1, ____

Registered Owner:

Principal Amount:

Know All Men By These Presents that the City of Chicago, Illinois, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, hereby promises to pay solely and only from the source and as hereinafter provided, to the Registered Owner identified above or its registered assigns, the Principal Amount identified above, payable on the Maturity Date identified above, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable.

hereto, and in like manner to pay interest on said sum, at the rate that is in effect from time to time, in accordance with the provisions hereof. During any Weekly Rate Period, as hereinafter defined, and any Monthly Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and calculated on the actual number of days elapsed, payable on October 1, 1997, on the first (1st) Business Day (as hereinafter defined) of each calendar month thereafter and on the first (1st) Business Day of a calendar month after a Conversion Date, as hereinafter defined, and on a Conversion Date (each a "Variable Rate Interest Payment Date"). During any Adjustable Rate Period, as hereinafter defined, and the Fixed Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of three hundred sixty (360) days of twelve (12) thirty (30) day months, payable on the first (1st) day of the March or September immediately following the commencement of such Adjustable Rate Period or the Fixed Rate Period, as the case may be, and on the first (1st) day of each March and September thereafter (each a "Fixed Rate Interest Payment Date").

Principal of and premium, if any, on this Bond shall be payable in lawful money of the United States of America at the principal corporate trust office of First of America Bank, N.A., with its principal corporate trust office located in Birmingham, Michigan, or its successor in trust (the "Trustee"). Interest on this Bond shall be payable to the Registered Owner as of the Record Date (as hereinafter defined). Payments of interest on this Bond shall be made by check or draft of the Trustee mailed on the applicable interest payment date to the Registered Owner hereof at his address as it appears on the registration books of the Issuer kept by the Trustee, as Bond Registrar, or at such other address as is furnished to the Trustee in writing by such Registered Owner no later than the close of business on the Record Date; provided, that payments of interest on this Bond may be made by wire transfer to the Registered Owner of this Bond in the event that the Registered Owner hereof is the registered owner of at least One Million Dollars (\$1,000,000) in aggregate principal amount of the Bonds (as hereinafter defined) as of the close of business on the Record Date immediately preceding the applicable interest payment date and such Registered Owner shall have given written notice to the Trustee on or before the Business Day (as hereinafter defined) immediately preceding such Record Date, directing the Trustee to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired, and upon compliance with the reasonable requirements of the Trustee. As used herein, the term "Record Date" shall mean, during any Weekly Rate Period or any Monthly Rate Period, the day immediately preceding a Variable Rate Interest Payment Date on this Bond, and, during any Adjustable Rate Period or the Fixed Rate Period, the fifteenth (15th) day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on this Bond. "Business Day" means any day other than a day which banking institutions in the city in which the principal corporate trust office of the Trustee is located or the

principal office of the Remarketing Agent hereinafter identified is located, on which banking institutions in the city in which the office of the Bank (as hereinafter defined) where drawings under the Letter of Credit (as hereinafter defined) are to be made is located, or on which banking institutions located in the City of New York, New York, are required or authorized by law to be closed, or other than a day on which the New York Stock Exchange is closed.

This Bond Is A Special, Limited Obligation Of The Issuer, Payable Solely From The Revenues And Receipts Described Herein, The Proceeds Of The Bonds, And The Income From Temporary Investment Thereof. This Bond And The Premium, If Any, And Interest Hereon Do Not Now And Shall Never Constitute An Indebtedness Or A Loan Of Credit Of The Issuer, The State Of Illinois (The "State") Or Any Political Subdivision Thereof, Within The Meaning Of Any Constitutional Or Statutory Provision, And Shall Never Constitute Nor Give Rise To A Charge Against The General Credit Or Taxing Powers Of The Issuer, The State Or Any Political Subdivision Thereof, But Shall Be A Special, Limited Obligation Of The Issuer, Payable Solely From The Revenues And Receipts Derived From Payments Made By The Company And The Land Trust (As Hereinafter Defined) Under The Agreement (As Hereinafter Defined) And The Notes (As Hereinafter Defined) And Payments Under The Letter Of Credit (As Hereinafter Defined). No Registered Owner Of This Bond Shall Have The Right To Compel The Taxing Power Or The Issuer, The State Or Any Political Subdivision Thereof To Pay The Principal Of, Premium, If Any, Or Interest On This Bond.

Reference is hereby made to the further provisions of this Bond set forth on the reverse side hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

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

This Bond is issued with the intent that the laws of the State will govern its construction.

It Is Hereby Certified, Recited And Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

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

City of Chicago, Illinois

By: _____
Mayor

[Seal]

Attest:

City Clerk

[Form Of Certificate Of Authentication]

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

Date of Authentication:

First of America Bank, N.A.,
as Trustee

By: _____
Authorized Signatory

(Form Of Reverse Side Of Series 1997-B Bonds)

This Bond is one of an authorized series of bonds in the aggregate principal amount of \$_____ (the "Series 1997-B Bonds") issued, together with \$_____ aggregate principal amount of Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-A (BTI, Inc. Project) of the Issuer (the "Series 1997-A Bonds", and together with the Series 1997-B Bonds, the "Bonds"), for the purpose of lending the proceeds thereof to BTI, Inc., a corporation organized and existing under the laws of the State of Illinois (the "Company"), for the purpose of providing funds to finance a portion of the costs of the project being financed with the proceeds of the Series 1997-A Bonds, to pay certain costs of issuing the Bonds, to pay certain expenses relating to the project being financed with the proceeds of the Series 1997-A Bonds (including without limitation certain working capital expenses) and to refinance certain outstanding debt of the Company and the payment of necessary costs incidental thereto. The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust dated as of September 1, 1997 (which indenture, as from time to time supplemented and amended, is herein referred to as the "Indenture"), duly executed and delivered by the Issuer to the Trustee. Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds and the terms upon which the Bonds are issued and secured. The terms and conditions of the loan of the proceeds of the Bonds to the Company and the Land Trust and the repayment of said loan are contained in a Loan Agreement dated as of September 1, 1997, by and among the Issuer, the Company and Firststar Bank Illinois, not individually but as successor trustee to First Colonial Trust Company under Trust Agreement dated July 30, 1993, and known as Trust Number 1-5160 (the "Land Trust") (which loan agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement"). To evidence their respective obligations to repay the loans of the proceeds of the Bonds, the Company and the Land Trust have executed and delivered their respective Promissory Notes (the "Notes") identical to the terms of the Bonds as to principal amount and maturity dates, interest rates and payment dates and prepayment (or redemption) provisions.

The Bonds are issuable only as fully registered Bonds without coupons in denominations of One Hundred Thousand Dollars (\$100,000) and any integral multiple of Five Thousand Dollars (\$5,000) in excess thereof during any Weekly Rate Period or any Monthly Rate Period and in denominations of Five Thousand Dollars (\$5,000) any integral multiple thereof during any Adjustable Rate Period or the Fixed Rate Period. This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges

provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of the same series in authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Issuer and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. Subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation thereof, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same series in other authorized denominations. The Trustee shall not be required to transfer or exchange any Bond after notice calling such Bonds or portion thereof for redemption prior to maturity has been given as herein provided, or during the period of fifteen (15) days next preceding the giving of such notice of redemption.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and the laws of the State, and particularly Section 6 of Article VII of the 1970 Constitution of the State (the "Act"), and pursuant to proceedings of the City Council of the Issuer, including a bond ordinance adopted by the City Council of the Issuer on _____, 1997, authorizing among other things the execution and delivery of the Indenture. The Bonds are special, limited obligations of the Issuer, payable solely out of certain revenues and receipts derived from the Agreement and the Notes and as otherwise provided in the Indenture. Such payments are to be paid to the Trustee for the account of the Issuer and deposited in a special trust fund account created by the Issuer, maintained by the Trustee and designated "City of Chicago, Illinois, Variable Rate Demand Industrial Development Revenue Bond Fund (BTI, Inc. Project)", and have been and are hereby duly pledged for that purpose, and in addition, certain of the right, title and interest of the Issuer in and to the Agreement and the Notes have been assigned and pledged to the Trustee to secure the payment of such principal, interest and premium, if any, under the Indenture.

First of America Bank-Illinois, N.A., in Libertyville, Illinois, has issued an irrevocable, transferable letter of credit dated the date of issuance and delivery of the Bonds, issued in favor of the Trustee for the benefit of the owners from time to time of the Bonds, in the amount of (i) the aggregate principal amount of the Bonds (A) to enable the Trustee to pay the principal of the Bonds at maturity, upon call for redemption prior to maturity or upon acceleration, and (B) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to it for purchase, equal to the aggregate principal amount of such Bonds, plus (ii) an amount equal to the interest to accrue on the Bonds for thirty-five (35) days at the maximum rate of twelve percent (12%) per annum (the "Maximum Rate") (A) to enable the Trustee to pay interest accrued on the Bonds on the dates and in the manner set forth in the Indenture, and (B) to enable the Trustee to pay the

portion of the purchase price of Bonds tendered or deemed to be tendered to it for purchase, equal to the accrued interest on such Bonds, which initial letter of credit, together with any substitute letter of credit, is hereinafter referred to as the "Letter of Credit". First of America Bank-Illinois, N.A. and the issuer of any such substitute Letter of Credit is hereinafter referred to as the "Bank".

This Bond shall bear interest on the unpaid Principal Amount hereof until paid at the rate in effect from time to time, as provided below. This Bond shall bear interest at the Weekly Rate (as hereinafter defined) during any Weekly Rate Period and at the Monthly Rate (as hereinafter defined) during any Monthly Rate Period from the Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date shall be prior to October 1, 1997, in which case this Bond shall bear interest from the date of the initial delivery of this Bond, (b) such date shall be prior to the first Variable Rate Interest Payment Date immediately following the applicable Conversion Date (as hereinafter defined) in which case this Bond shall bear interest from such Conversion Date, or (c) such date shall be a Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for, in which case this Bond shall bear interest from such date; and shall bear interest at the Adjustable Rate (as hereinafter defined) during any Adjustable Rate Period and at the Fixed Rate (as hereinafter defined) during the Fixed Rate Period from the Fixed Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date shall be prior to the Fixed Rate Interest Payment Date immediately following the applicable Conversion Date, in which case this Bond shall bear interest from such Conversion Date, or (b) such date shall be a Fixed Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for, in which case this Bond shall bear interest from such date.

This Bond shall initially bear interest at the weekly rate (the "Weekly Rate"). On any date after the initial issuance of this Bond, this Bond may bear interest at the Weekly Rate, a monthly rate (the "Monthly Rate"), an adjustable rate (the "Adjustable Rate") or a fixed rate (the "Fixed Rate"), as determined as hereinafter provided and in accordance with the terms and provisions of the Indenture, and as selected in the manner hereinafter provided; provided, that this Bond shall continue to bear interest at the Weekly Rate from time to time in effect, as determined by the weekly rate determination method (the "Weekly Rate Determination Method"), or at the Monthly Rate from time to time in effect, as determined by the monthly rate determination method (the "Monthly Rate Determination Method"), or at the Adjustable Rate from time to time in effect, as determined by the adjustable rate determination method (the "Adjustable Rate Determination Method"), as shall be selected by the Company until another Weekly Rate Determination Method, Monthly Rate Determination Method, Adjustable Rate Determination Method or fixed rate determination method (the "Fixed

Rate Determination Method") is selected by the Company, after consultation with the Remarketing Agent hereinafter identified, as hereinafter provided; provided further, that, on and after the Conversion Date on which a Fixed Rate becomes effective, this Bond shall bear interest at the Fixed Rate until final maturity. As used herein, the term, "Conversion Date", means the effective date on which the interest rate on this Bond previously determined by the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method shall be determined by a new Weekly Rate Determination Method, Monthly Rate Determination Method, Adjustable Rate Determination Method or Fixed Rate Determination Method. If, as a result of the then prevailing market conditions in the related credit markets, the Company determines, after consultation with the Remarketing Agent, that a change from the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method then being used to determine the interest rate on this Bond to another Weekly Rate Determination Method, Monthly Rate Determination Method, Adjustable Rate Determination Method or Fixed Rate Determination Method would be beneficial to the market for, or the yield on, this Bond and the other Bonds and would be likely to produce the lowest net interest cost to the Company and the Land Trust over the term of this Bond and the other Bonds, then the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method then being used to determine the interest rate on the Bonds shall be changed to the Weekly Rate Determination Method, the Monthly Rate Determination Method, the Adjustable Rate Determination Method or the Fixed Rate Determination Method so selected.

If a Weekly Rate Determination Method, a Monthly Rate Determination Method or an Adjustable Rate Determination Method shall be so selected, the following conditions must be satisfied: (i) the Company shall give written notice of its election to change the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method then being used to determine the interest rate on the Bonds to another Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method to the Issuer, the Land Trust, the Trustee, the Remarketing Agent and the Bank at least fifteen (15) Business Days prior to the proposed effective date on which this Bond will bear interest at the Weekly Rate, the Monthly Rate or the Adjustable Rate determined by the new Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method (a Conversion Date), which notice shall specify the Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method which the Company proposes be used to determine the interest rate on the Bonds and such proposed Conversion Date; (ii) such proposed Conversion Date shall be an interest payment date on this Bond; (iii) if the Company selects the Adjustable Rate Determination Method, it shall also select the length of the Adjustable Rate Period which shall be six (6) months or any integral multiple of six (6)

months (provided, that an Adjustable Rate Period shall commence on a March 1 or a September 1, and shall end on an August 31 or a last day of February); (iv) the Trustee shall give notice of a mandatory tender for purchase pursuant to the provisions of the Indenture; (v) the Remarketing Agent shall calculate the Weekly Rate, Monthly Rate or Adjustable Rate by using the new Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method in accordance with the provisions of the Indenture; (vi) at or before 10:00 A.M., Chicago time, on the proposed Conversion Date, the Company shall have delivered to the Issuer, the Trustee, the Remarketing Agent and the Bank an opinion of nationally recognized bond counsel (the "Bond Counsel") to the effect that such change from the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method to another Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method is lawful under applicable law and permitted by the Indenture, and does not have a material adverse effect on the tax status of the interest on the Series 1997-A Bonds for federal income tax purposes; and (vii) in the event that a substitute Letter of Credit or an Alternate Credit Facility (as defined in the Indenture) is to be in effect during an Adjustable Rate Period, at or before 10:00 A.M., Chicago time, on the proposed Conversion Date, the Company shall have caused such substitute Letter of Credit or Alternate Credit Facility to be delivered to the Trustee. In the event that all of the preceding conditions to a change from one Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method to another Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method shall not have been satisfied, this Bond shall continue to bear interest at the interest rate then in effect for the remaining portion of the interest rate period then in effect, or shall bear interest for an interest rate period at the interest rate in effect for the immediately preceding interest rate period.

Notwithstanding the above, the Company shall have the option to elect to convert the interest rate borne by the Bonds of each series to the Fixed Rate, as hereinafter provided. In the event that the Company elects to exercise its option to convert the interest rate borne by the Bonds of each series to the Fixed Rate, the Bonds of each series shall bear interest at the Fixed Rate, as established in accordance with the provisions of the Indenture, upon the satisfaction of the following conditions:

(i) the Company shall give written notice of its election to convert the interest rate borne by the Bonds of each series to the Fixed Rate to the Issuer, the Land Trust, the Trustee, the Remarketing Agent and the Bank at least forty-five (45) days prior to the proposed Conversion Date, which notice shall specify the proposed Conversion Date;

(ii) the proposed Conversion Date shall be an interest payment date on the Bonds;

(iii) the Remarketing Agent shall calculate the Fixed Rate in accordance with the provisions of the Indenture;

(iv) the Trustee shall give notice of mandatory tender for purchase to the owners of the Bonds pursuant to the Indenture;

(v) at or before 10:00 A.M., Chicago time, on the proposed Conversion Date, the Company shall have delivered to the Issuer, the Trustee, the Remarketing Agent and the Bank an opinion of Bond Counsel to the effect that such conversion to the Fixed Rate is lawful under applicable law and permitted by the Indenture; and

(vi) in the event that a substitute Letter of Credit or an Alternate Credit Facility is to be in effect during the Fixed Rate Period, at or before 10:00 A.M., Chicago time, on the proposed Conversion Date, the Company shall have caused such substitute Letter of Credit or Alternate Credit Facility to be delivered to the Trustee.

In the event that all of the preceding conditions to a conversion to the Fixed Rate shall not have been satisfied, the Bonds shall continue to bear interest at the interest rate then in effect, or shall bear interest at the rate in effect for the immediately preceding interest rate period.

When this Bond bears interest at the Weekly Rate, this Bond shall bear interest from (i) the date of the original issuance of the Bonds, (ii) the Thursday of a week, or (iii) any optional tender date on which Series 1997-B Bonds have been tendered to the Trustee for purchase and the Remarketing Agent, in its sole discretion, determines that the Weekly Rate must be redetermined to remarket the Series 1997-B Bonds, as the case may be, to and including the immediately following Wednesday or any optional tender date on which the Weekly Rate is redetermined, as the case may be. The Weekly Rate for each such interest rate period shall be equal to the lesser of (i) the Maximum Rate, or (ii) the interest rate established by the Remarketing Agent on the first (1st) day of each such interest rate period, which the Remarketing Agent, having due regard for prevailing financial market conditions, determines would be the interest rate, but would not exceed the interest rate, that would result in the market value of the Series 1996-B Bonds on the effective date of such Weekly Rate being one hundred percent (100%) of the principal amount thereof. On such date of determination, the Remarketing Agent shall give notice of the interest rate so determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer, the Trustee, the Company, the Land Trust and the Bank, and the interest rate so determined shall be the Weekly Rate on the Series 1996-B Bonds for such interest rate period. If for any reason the Weekly Rate on the Series 1996-B Bonds for any such interest rate period cannot be determined in the foregoing manner, the Weekly Rate on the Series 1996-B Bonds for such interest rate period shall be the Weekly Rate in effect for the immediately preceding interest rate period.

When this Bond bears interest at the Monthly Rate, this Bond shall bear interest from (i) the Conversion Date on which the Monthly Rate becomes the interest rate to be borne by the Bonds, or (ii) the first (1st) Business Day of a calendar month, as the case may be, to and including the day immediately preceding the first (1st) Business Day of the following calendar month. The Monthly Rate for each such interest rate period shall be equal to the lesser of (i) the Maximum Rate, or (ii) the interest rate established by the Remarketing Agent on the first (1st) Business Day of each such interest rate period, which the Remarketing Agent, having due regard for prevailing financial market conditions, determines would be the interest rate, but would not exceed the interest rate, that would result in the market value of the Series 1997-B Bonds on such date of determination being one hundred percent (100%) of the principal amount thereof. On such date of determination, the Remarketing Agent shall give notice of the interest rate so determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer, the Trustee, the Company, the Land Trust and the Bank, and the interest rate so determined shall be the Monthly Rate on the Series 1997-B Bonds for such interest rate period. If for any reason the Monthly Rate on the Bonds for any such interest rate period cannot be determined in the foregoing manner, the Monthly Rate for such interest rate period shall be the Monthly Rate in effect for the immediately preceding interest rate period.

When this Bond bears interest at the Adjustable Rate, this Bond shall bear interest from (i) the Conversion Date on which the Adjustable Rate becomes the interest rate to be borne by the Bonds, or (ii) the day immediately following the end of the preceding interest rate period in which an Adjustable Rate is in effect, as the case may be, to the last day of the Adjustable Rate Period. The Adjustable Rate for each such interest rate shall be equal to the lesser of (i) the Maximum Rate, or (ii) the interest rate established by the Remarketing Agent on the Business Day immediately preceding the first (1st) day of each such interest rate period, which the Remarketing Agent, having due regard for prevailing financial market conditions, determines would be the interest rate, but would not exceed the interest rate, that would result in the market value of the Series 1997-B Bonds on the first (1st) day of such interest period being one hundred percent (100%) of the principal amount thereof. On such date of determination, the Remarketing Agent shall give notice of the interest rate and the duration of the Adjustable Rate Period so determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer, the Trustee, the Company, the Land Trust and the Bank, and the interest rate so determined shall be the Adjustable Rate on the Series 1997-B Bonds for the immediately following interest rate period. If for any reason the Adjustable Rate for any such interest rate period cannot be determined in the foregoing manner, the Adjustable Rate for such interest rate period shall be the Adjustable Rate in effect for the immediately preceding interest rate period.

The Trustee shall confirm the interest rate on this Bond from time to time in effect by telephone (confirmed in writing if requested) to the Remarketing Agent and the Registered Owner hereof who requests such information in any manner. The determination of the interest rate as aforesaid shall be binding on the Issuer, the Trustee, the Remarketing Agent, the Bank the Company, the Land Trust and the owners from time to time of all of the Bonds.

Notwithstanding the above, this Bond shall bear interest at a Fixed Rate from the applicable Conversion Date to and including the final maturity date of this Bond (the "Fixed Rate Period"). The Fixed Rate for the Fixed Rate Period shall be equal to the lesser of (a) the Maximum Rate, or (b) the interest rate established by the Remarketing Agent on a date not more than fifteen (15) days nor less than eight (8) days prior to such Conversion Date, which the Remarketing Agent, having due regard for prevailing financial market conditions, determines would be the interest rate, but would not exceed the interest rate, that would result in the market value of the Series 1996-B Bonds on such Conversion Date being one hundred percent (100%) of the principal amount thereof. The interest rate so determined shall be the Fixed Rate on the Series 1996-B Bonds for the Fixed Rate Period (if all other conditions to the conversion to the Fixed Rate have been satisfied). If for any reason a Fixed Rate cannot be determined in the foregoing manner, the interest rate on the Series 1996-B Bonds shall be the interest rate then in effect.

The Issuer and the Company have appointed Gates Capital Corporation as the initial Remarketing Agent under the Indenture. The Issuer and the Company may, from time to time, remove or replace the Remarketing Agent.

The Registered owner hereof shall have the right to tender this Bond or a portion hereof (in authorized denominations) to the Trustee for purchase as a whole or in part (in any authorized denomination) on any Business Day during any Weekly Rate Period or on any interest payment date during Monthly Rate Period, at a purchase price equal to one hundred percent (100%) of the principal amount hereof (or portions hereof in authorized denominations) tendered plus accrued interest to the specified purchase date, in accordance with the Indenture. In order to exercise such option with respect to this Bond or any portion hereof, the Registered Owner hereof must give to the Trustee at its designated corporate trust office by the opening of business at such office at least seven (7) days immediately preceding the purchase date, written notice of tender to the Trustee (which written notice of tender shall be in the form attached hereto or shall be in such other form acceptable to the Trustee). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the Registered Owner of this Bond. At or before 10:00 A.M., Chicago time, on the specified purchase date (or, if such purchase date is not a Business Day, then on the immediately following Business Day), the Registered Owner of

this Bond as to which any such notice of tender shall have been given shall deliver this Bond and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Trustee) to the Trustee at its principal corporate trust office, and on the specified purchase date (or if such purchase date is not a Business Day, on the immediately following Business Day), the Trustee shall purchase this Bond only out of funds made available to it for such purpose, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof plus accrued interest, if any, and the Registered Owner hereof, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the times aforesaid. If this Bond is not so tendered (an "Unsurrendered Bond"), and there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price of this Bond and all other Bonds so tendered or deemed to be tendered for purchase on such specified purchase date, this Bond shall be deemed to have been tendered by the Registered Owner hereof and purchased from such Registered Owner on the specified purchase date, and the Registered Owner hereof shall not be entitled to receive interest on this Bond on and after the specified purchase date. Upon surrender of this Unsurrendered Bond to the Trustee, the Trustee shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal to the purchase price of this Unsurrendered Bond due on such purchase date. The Trustee shall, in its sole discretion, determine whether, with respect to any Bond, the Registered Owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part. The Registered Owner hereof shall not have the right to tender this Bond during any Adjustable Rate Period or the Fixed Rate Period.

Subject to the provisions below, the Registered Owner of this Bond shall be required to tender this Bond to the Trustee for purchase on (i) any date specified by the Company as a Conversion Date (a "Proposed Conversion Date"), (ii) the first (1st) Business Day of the calendar month in which the stated termination date of the Letter of Credit occurs, and (iii) the first (1st) Business Day of the calendar month in which an Alternate Credit Facility is delivered to the Trustee (each a "Mandatory Tender Date"), all as more fully provided below. Notice of a mandatory tender shall be given by the Trustee by first class mail, postage prepaid, to the Registered Owner of this Bond at its address appearing on the registration books of the Issuer maintained by the Trustee, as Bond Registrar, not less than ten (10) Business Days nor more than fifteen (15) Business Days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date, and shall state that the Mandatory Tender Date is a Proposed Conversion Date, the first (1st) Business Day of the calendar month in which the stated termination date of the Letter of Credit occurs, or the first (1st) Business Day of the calendar month in which an Alternate Credit Facility is delivered to the Trustee, as the case may be, and that this Bond must be tendered by the Registered Owner hereof for the purchase at or before 10:00 A.M., Chicago time, on the Mandatory Tender Date (or if the Mandatory Tender

Date is not a Business Day, on the immediately following Business Day) to the Trustee at its principal corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Trustee), and shall be purchased on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount hereof and accrued interest, if any, hereon, and if this Bond is not so tendered (an Unsurrendered Bond), but there has been irrevocably deposit in the Bond Purchase Fund an amount sufficient to pay the purchase price for this Bond and all other Bonds so tendered or deemed to be tendered for purchase on the Mandatory Tender Date, this Bond shall be deemed to have been tendered for purchase by the Registered Owner hereof and purchased from such Registered Owner on the Mandatory Tender Date. This Bond shall be tendered by the Registered Owner hereof to the Trustee for purchase at or before 10:00 A.M., Chicago time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), by delivering this Bond to the Trustee at its principal corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Trustee), and on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), the Trustee shall purchase this Bond, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof and interest, if any, accrued hereon, and the Registered Owner of this Bond, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the times as aforesaid. If this Bond is not tendered at or before 10:00 A.M., Chicago time, on any Mandatory Tender Date, and there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price hereof and all other Bonds tendered or deemed to be tendered for purchase on such Mandatory Tender Date, this Bond shall be deemed to be tendered by the Registered Owner hereof and purchased from such Registered Owner on the Mandatory Tender Date, and the Registered Owner hereof shall not be entitled to receive interest on this Unsurrendered Bond on and after such Mandatory Tender Date. Upon surrender of this Unsurrendered Bond to the Trustee, the Trustee shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal to the purchase price of this Unsurrendered Bond due on such Mandatory Tender Date.

During any Weekly Rate Period and any Monthly Rate Period, the Bonds are subject to redemption prior to maturity at the option of the Issuer to the extent of any available funds, including funds derived from a prepayment of the principal of either Note (or a portion thereof) made by the Company and/or the Land Trust, as a whole, or in part (and, if in part, by lot in such manner as may be designated by the Trustee, commencing with Bonds held by the Trustee for the account of the Company resulting from a drawing under the Letter of Credit until all such Bonds have been selected for

redemption prior to maturity), on any date, at a redemption price of one hundred percent (100%) of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

During any Adjustable Rate Period and the Fixed Rate Period, the Bonds are subject to redemption prior to maturity at the option of the Issuer to the extent of any available funds, including funds derived from a prepayment of the principal of either Note (or a portion thereof), made by the Company and/or the Land Trust, as a whole on any date, subject to the terms of the Indenture, or in part on any interest payment date (and, if in part, by lot in such manner as may be designated by the Trustee), subject to the terms of the Indenture, at a redemption price of one hundred percent (100%) of the principal amount to be redeemed and accrued interest to the date fixed for redemption, plus the applicable premium, if any, set forth in the Indenture.

The Bonds are further subject to redemption prior to maturity in the event that the Company and the Land Trust shall exercise the option to prepay the Notes and to cause the Bonds to be redeemed in the event of damage to or destruction of or condemnation of the Project or the Premises (as each term is defined in the Indenture). As a result of such event, the Bonds are subject to redemption prior to maturity on any date, as a whole, and not in part, at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed, plus accrued interest to the date fixed for redemption.

The Series 1997-B Bonds may be subject to mandatory redemption prior to maturity during any Adjustable Rate Period and the Fixed Period in the event that a mandatory sinking fund redemption schedule is determined pursuant to Section 3.1 (e) of the Indenture. In such event, the Bonds shall be subject to mandatory redemption prior to maturity on March 1 or September 1 of the years as determined in accordance with Section 3.1 (e) of the Indenture, at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption. If the Series 1997-B Bonds have been called for redemption from a source other than a mandatory sinking fund installment, then the principal amounts so called for redemption will be credited against the mandatory sinking fund redemption installments, as provided in the Indenture.

In the event any of the Bonds or portions thereof (which shall be an authorized denomination) are called for redemption prior to maturity as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed prior to maturity will be given by the Trustee by mailing a copy of the redemption notice by first class mail, postage prepaid, at least thirty (30) days, but not more than sixty (60) days, prior to the date fixed for redemption to the registered owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the Issuer maintained by the Trustee, as Bond Registrar; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any

proceeding for the redemption of any Bond with respect to which no such failure or defect has occurred. All Bonds or portions thereof so called for redemption prior to maturity will cease to bear interest on and after the specified redemption date provided funds for their redemption are on deposit with the Trustee at that time.

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

The Indenture permits the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the owners of the Bonds at any time by the Issuer with the consent of the owners of a majority, or in certain instances one hundred percent (100%) in aggregate principal amount of the Bonds at the time outstanding, as provided in the Indenture. Any such consent or waiver by Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future owners of this Bond and of any Bond issued upon the transfer or exchange of this Bond, whether or not notation of such consent or waiver is made upon this Bond. The Indenture also contains provisions permitting the Trustee to enter into certain supplemental indentures without the consent of the owners of the Bonds and to waive certain past defaults under the Indenture and their consequences. No supplemental indenture will become effective without the constant of the Company and the Land Trust (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) and, if a Letter of Credit is then in effect, the Bank.

[Form Of Assignment]

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

Unif. Gift Min. Act --

Ten. Com. --	as tenants in common	_____ Custodian _____ (Cust.) (Minor)
Ten. Ent. --	as tenants by the entireties	_____ under Uniform Gifts to Minors Act (State)
Jt. Ten. --	as joint tenants with right of survivorship and not as tenants in common	

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

Assignment.

For Value Received, the undersigned sells, assigns and transfer unto

(Name, Address and Taxpayer Identification Number of Assignee)

the Taxable Variable Rate Demand Industrial Development Revenue Bond, Series 1997-B (BTI, Inc. Project) (the "Bond") of the City of Chicago, Illinois, numbered _____ and does hereby irrevocably constitute and appoint _____, attorney to transfer the Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Taxpayer Identification
Number: _____

Signature(s)

Notice: The signature(s) to this assignment must correspond with the name(s) appearing on the registration books of the Issuer maintained by the Trustee, as Bond Registrar, in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in S.T.A.M.P. or such other "signature guaranty program" as may be determined by the Trustee in addition to or in substitution for S.T.A.M.P., all in accordance with the Securities Exchange Act of 1934, as amended.

[Form Of Bondholder Tender Notice]

Bondholder Tender Notice.

The undersigned hereby elects to have the Taxable Variable Rate Demand Industrial Development Revenue Bond, Series 1997-B (BTI, Inc. Project), numbered RB-_____ (the "Bond") of the City of Chicago, Illinois (the "Issuer") (or any portion thereof in any denomination specified below) purchased in accordance with the provisions of the Bond and the Indenture of Trust (the "Indenture") dated as of September 1, 1997, from the Issuer to First of America Bank, N.A., as Trustee (the "Trustee"), on _____ (the "Purchase Date"), which Purchase Date shall be a Business Day at least seven (7) days immediately following the submission of this Bondholder Tender Notice to the Trustee (and, if the Bond currently bears interest at the Monthly Rate, as defined in the Bond, such Purchase Date is an interest payment date on the Bond), at the purchase price of one hundred percent (100%) of the principal amount thereof being purchased plus accrued interest to the date of purchase (the "Purchase Price"). The Bond may be tendered for purchase in part in the principal amount of One Hundred Thousand Dollars (\$100,000) or any integral multiple of Five Thousand Dollars (\$5,000) in excess thereof, but the Bond shall not be tendered for purchase in part if the unpurchased part of the Bond shall be less than One Hundred Thousand Dollars (\$100,000).

Pursuant to the terms of the Indenture, the Purchase Price of the Bond (or portion thereof) to be purchased shall be paid to the Registered Owner of the Bond in federal or other immediately available funds or by wire transfer, as provided in the Indenture, at or before 2:00 P.M., Chicago time, on the Purchase Date (or, if the Purchase Date is not a Business Day, as defined in

the Indenture, then on the immediately following Business Day) upon presentation of the Bond to the Trustee, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bond or in such other form acceptable to the Trustee), at or before 10:00 A.M., Chicago time, on the Purchase Date at 1001 South Worth Avenue, Birmingham, Michigan 48009, Attention: Corporate Trust Department. The undersigned hereby acknowledges and agrees to such terms.

This Bondholder Tender Notice shall not be accepted by the Trustee unless it is properly completed and received by the Trustee at its principal corporate trust office, at 1001 South Worth Avenue, Birmingham, Michigan 48009, Attention: Corporate Trust Department.

If the Bond is submitted for purchase in part, the undersigned hereby directs the Trustee to exchange the Bond for (i) a Bond representing the principal amount of the Bond to be purchased, and (ii) a Bond (or Bonds of authorized denominations if the owner specifies the authorized denominations) representing the principal amount of the Bond not to be purchased. The Bond or Bonds not to be purchased shall be registered in the same name(s) as the Bond tendered for purchase. Unless the owner of the Bond delivers instructions to the Trustee with this Bondholder Tender Notice, specifying that said owner wishes to have the Trustee deliver more than one (1) Bond representing the principal amount of the Bond not to be purchased, and specifying the authorized denominations of such replacement Bonds, the Trustee will deliver only one (1) replacement bond to such owner in the principal amount of the Bond not to be purchased.

This Election Is Irrevocable And Binding On The
Undersigned And Cannot Be Withdrawn.

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

Print or Type:

Name(s) of Bondholder(s)

Street City State Zip

(_____)_____
Area Code Telephone Number

Signature(s): _____

Date: _____

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

Taxpayer Identification Number: _____

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in S.T.A.M.P. or such other "signature guaranty program" as may be determined by the Trustee in addition to or in substitution for S.T.A.M.P., all in accordance with the Securities Exchange Act of 1934, as amended.

The principal amount of this Bond subject to this Bondholder Tender Notice for purchase is

\$ _____ (Insert Total Principal Amount Of Bond Or A Portion Thereof In The Amount Of One Hundred Thousand Dollars (\$100,000) Or Any Integral Multiple Of Five Thousand Dollars (\$5,000) In Excess Thereof)

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

Special Delivery Instructions.

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

Wire transfer purchase price to:

ABA Number: _____

Receiving Bank: _____

Account Number: _____

* * * * *

Whereas, All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of, premium, if any, and interest on the Bonds and a valid assignment and pledge of certain rights of the Issuer under the Agreement and the Note have been done and performed, and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

Granting Clauses.

Now, Therefore, This Indenture Of Trust Witnesseth, that the Issuer in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the owners thereof, and of the sum of One and no/100 Dollars (\$1.00), lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other goods and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, and on a subordinated basis to secure the obligations of the Company and the Land Trust to the Bank under the Letter of Credit Agreement (as hereinafter defined), and to secure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, convey, assign and pledge, and grant a security interest in, to First of America Bank, N.A., as Trustee, and its successors in trust and assigns forever, for the benefit of the owners from time to time of the Bonds, to the extent provided in this Indenture:

Granting Clause First.

All right, title and interest of the Issuer in and to the Agreement (except for the rights of the Issuer under Sections 4.2(b), 5.3 and 6.3 of the Agreement and the rights to make determinations and receive notices as therein provided), the Notes and Revenues, as hereinafter defined, including all extensions and renewals of the terms thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any income, revenues, issues and profits and other sums of money payable by the Company or the Land Trust or receivable by the Issuer under the Agreement and the Notes, whether payable pursuant to the Agreement and the Notes or otherwise, to bring actions and proceedings under the Agreement and the Notes or for the enforcement thereof, and to do any and all things which the Issuer is or may become entitled to do under the Agreement and the Notes; provided, that the assignment and pledge made by this clause shall not impair or diminish any obligation of the Issuer under the provisions of this Agreement;

Granting Clause Second.

All monies and securities from time to time held by the Trustee under the terms of this Indenture, including without limitation any monies derived from a drawing under the Letter of Credit, and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Issuer or by anyone on its behalf, or with its written consent to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof, but excluding monies held in the Bond Purchase Fund or the Rebate Fund (as hereinafter defined) under the Tax Exemption Certificate and Agreement (as hereinafter defined);

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

This Indenture Of Trust Further Witnesseth, that to provide for security of the obligations arising under the Letter of Credit securing the Bonds, the Issuer does hereby grant, bargain, sell, convey, assign and pledge, and grant a security interest in, to the Trustee, its successors in trust and assigns forever, for the benefit of the Bank, to the extent provided in this Indenture, the Trust Estate;

In Trust Nevertheless, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any other of the Bonds (except as otherwise specifically provided herein); provided however, that the lien and security interest granted herein for the benefit of the Bank shall at all times be subject and subordinate to the lien and security interest granted herein for the benefit of the owners of the Bonds;

Provided, However, that if the Issuer, its successors and assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, on the dates and in the manner mentioned in the Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article V hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon (or Governmental Obligations, as hereinafter defined, sufficient for that purpose as provided in Article VIII hereof), and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, and, after said payments on the Bonds and payment of such other sums have been made, and the payment of all Reimbursement Obligations (as hereinafter defined) due and owing to the Bank with respect to the Letter of Credit have been paid, then upon the final payment thereof or provision therefor this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

This Indenture Of Trust Further Witnesseth, and it is expressly declared that, all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners of the Bonds as follows (subject, however, to the provisions of Section 2.3 hereof):

Article I.

Definitions.

All words and phrases defined in Article I of the Agreement shall have the same meanings in this Indenture. In addition, the following words and phrases shall have the following meanings:

"Acquisition and Construction Fund" means City of Chicago, Illinois, Variable Rate Demand Industrial Development Revenue Bond Acquisition and Construction Fund (BTI, Inc. Project), created and established in Section 6.6 of this indenture.

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

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by or against the company, the land trust (or any beneficiary thereof) or the issuer or any insider of the company, the land trust (or any beneficiary thereof) or the issuer under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Adjustable Rate" means the interest rate on the bonds from time to time in effect during the adjustable rate period, as determined in accordance with Section 2.13(c) of this indenture.

"Adjustable Rate Determination Method" means the method of determining the Adjustable Rate as set forth in Section 2.13(c) of this indenture.

"Adjustable Rate Period" means any period during which the bonds bear interest at the Adjustable Rate.

"Agreement" means the loan agreement dated as of September 1, 1997, by and among the issuer, the company and the land trust, as from time to time supplemented and amended.

"Alternate Credit Facility" means an irrevocable letter of credit, a surety bond, an insurance policy or other credit facility delivered to the trustee pursuant to Section 5.9(e) of the Agreement.

"Available Monies" means (a) bond proceeds deposited with the trustee contemporaneously with the issuance and sale of the bonds and which were continuously thereafter held subject to the lien of this indenture in a separate and segregated fund, account or subaccount established hereunder (except the rebate fund) in which no monies which were not available monies were at any time held, together with investment earnings on such bond proceeds; (b) monies (i) paid by the company or the land trust to the trustee, (ii) held in any fund, account or subaccount established hereunder (except the rebate fund) in which no other monies which are not available monies are held, and (iii) which have so been on deposit with the trustee for at least one hundred twenty-four (124) consecutive days from their receipt by the trustee during and prior to which period no petition by or against the issuer, the company, the land trust or any beneficiary thereof under any bankruptcy or similar law now or hereafter enacted shall have been filed (unless such petition shall have

been dismissed and such dismissal be final and not subject to appeal), together with investment earnings on such monies; (c) monies received by the trustee from any draw on the letter of credit, together with investment earnings on such monies; (d) proceeds from the remarketing of any bonds pursuant hereto to any person other than the company, the land trust or the issuer; and (e) any other monies or securities delivered to the trustee, including without limitation the proceeds from the issuance and sale of refunding bonds, if there is delivered to the trustee at the time such monies or securities are delivered to the trustee an opinion [which may assume that no owner of bonds is an "insider" within the meaning of Title 11 of the United States Code, as amended (the "Bankruptcy Code")] of nationally recognized bankruptcy counsel to the effect that the use of such proceeds to pay the principal of, premium, if any, or interest on the bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code should the issuer, the company, the land trust or any beneficiary thereof become a debtor in a proceeding commenced thereunder.

"Bank" means First of America Bank -- Illinois, N.A. in its capacity as the issuer of the initial letter of credit pursuant to Section 5.9(a) of the Agreement, its successors in such capacity and their assigns, and the issuer of any substitute letter of credit pursuant to Section 5.9(b), Section 5.9(c) or Section 5.9(d) of the Agreement, its successors in such capacity and their assigns.

"Bond" or "Bonds" means the Series 1997-A Bonds and the Series 1997-B Bonds.

"Bond Counsel" means the counsel who renders the opinion as to the tax exempt status of the interest on the Series 1997-A Bonds on the date of the issuance, sale and delivery of the Series 1997-A Bonds or such other firm of attorneys of nationally recognized standing on the subject of bonds of states and their political subdivisions, as may be mutually satisfactory to the issuer, the company and the trustee.

"Bond Fund" means the City of Chicago, Illinois, Variable Rate Demand Industrial Development Revenue Bond Fund (BTI, Inc. Project), created and established by Section 6.2 of this indenture.

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

"Bond Purchase Fund" means the city of Chicago, Illinois, Variable Rate Demand Industrial Development Revenue Bond Purchase Fund (BTI, Inc. Project), created and established by Section 6.10 of this indenture.

"Business Day" means any day other than a day on which banking institutions in the city in which the principal corporate trust office of the

trustee is located or the principal office of the remarketing agent is located, on which banking institutions in the city in which the office of the Bank where drawings under the letter of credit are to be made is located, or on which banking institutions located in the city of New York, New York, are required or authorized by law to remain closed, or other than a day on which the New York Stock Exchange is closed.

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

"Company" means BTI, Inc., a corporation duly organized, validly existing and in good standing under the laws of the state, and any surviving, resulting or transferee corporation, partnership or entity as permitted under Section 5.2(a) of the Agreement.

"Company Note" means the promissory note of the Company made payable to the order of the issuer and endorsed by the issuer to the order of the Trustee, delivered by the Company pursuant to Section 4.2(a) of the Agreement, in order to evidence the obligation of the Company to repay the loan made to the Company under the Agreement, payments on which company note, together with payments on the land trust note, are provided to be sufficient to pay the principal of, premium, if any, and interest on the Bonds when due.

"Conversion Date" means the effective date on which the interest rate on the Bonds previously determined by the weekly rate determination method, the monthly rate determination method or the Adjustable Rate Determination Method shall be determined by a new weekly rate determination method, monthly rate determination method, Adjustable Rate Determination Method or fixed rate determination method.

"Cost of Issuance" means those issuance costs described in Section 147(g) of the Code and any regulations.

"Determination of Taxability" means (i) the receipt by the Company of a written notice from the trustee or the receipt by the Company and the trustee of a written notice from any owner or any former owner of any Series 1997-A Bond of the issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on such Series shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the Issuer by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the Issuer, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

1997-A Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the project or any "related person", within the meaning of Section 147(a) of the Code), or (ii) the delivery to the Company and the trustee of an opinion of Bond Counsel to the effect that the interest payable on any Series 1997-A Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the project or any "related person" thereto, within the meaning of Section 147(a) of the Code), or (iii) filing by the Company with the trustee, any owner or any former owner of any Series 1997-A Bond or the Internal Revenue Service of any certificate, statement or other tax schedule, return or document which discloses that the interest payable on any Series 1997-A Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the project or any "related person" thereto, within the meaning of Section 147(a) of the Code), or (iv) any amendment, modification, addition or change shall be made in Section 144(a) of the Code or any other provision of the Code or in any regulation or proposed regulation thereunder; or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality or any opinion of any federal court or of the United States Tax Court shall be rendered; and the trustee, the Bank or the owner or any former owner of any Series 1997-A Bond shall have notified the Company and the trustee in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified opinion that the interest payable on any Series 1997-A Bond, or any installment thereof, made on or after a date specified in said notice is excludible from the federal gross income of the taxpayer named therein (other than a "substantial user" of the project or any "related person" thereto, within the meaning of Section 147(a) of the Code).

"Event of Default" means an event of default specified in Section 9.1 of this indenture.

"Fixed Rate" means the interest rate to be borne by the Bonds during the fixed rate period, as determined in accordance with Section 2.13(d) of this indenture.

"Fixed Rate Determination Method" means the method of determining the Fixed Rate as set forth in Section 2.13(d) of this indenture.

"Fixed Rate Interest Payment Date" has the meaning set forth in Section 2.2 of this indenture.

"Fixed Rate Period" means the period during which the Bonds bear interest at the Fixed Rate until the maturity date of the Bonds.

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

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

"Insider" means an "insider" as defined in the United States Bankruptcy Code, 11 United States Code §101, et seq., as from time to time supplemented and amended.

"Issuer" means City of Chicago, Illinois, a municipal and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the state, and any successor body to the duties or functions of the issuer.

"Land Trust" means (i) Firstar Bank Illinois, not individually but as successor trustee to First Colonial Trust Company under Trust Agreement dated July 30, 1993, and known as Trust Number 1-5160, a banking corporation duly organized and validly existing under the laws of the state, and (ii) any surviving, resulting or transferee corporation as permitted by Section 5.2(b) of this Agreement.

"Land Trust Note" means the promissory note of the Land Trust made payable to the order of the Issuer and endorsed by the Issuer to the order of the trustee, delivered by the Land Trust pursuant to Section 4.2(a) hereof, in order to evidence the obligation of the Land Trust to repay the loan made to the Land Trust hereunder, payments on which land trust note, together with payments on the Company Note, are provided to be sufficient to pay the principal of, premium, if any, and interest on the Bonds when due.

"Letter of Credit" means the initial irrevocable, transferable letter of credit delivered to the trustee pursuant to Section 5.9(a) of the Agreement, and, unless the context or use indicates another or different meaning or intent, any substitute letter of credit delivered to the trustee pursuant to Section 5.9(b), Section 5.9(c) or Section 5.9(d) of the Agreement.

"Letter of Credit Agreement" means the Reimbursement Agreement dated as of September 1, 1997, by and among the Company, the Land Trust and the Bank, as from time to time supplemented and amended, under the terms of which the Bank agrees to issue and deliver the initial Letter of Credit to the trustee; and, unless the context or use indicates another or different meaning or intent, any letter of credit agreement or reimbursement agreement among the Company, the Land Trust and the issuer of any substitute Letter of Credit delivered to the trustee pursuant to Section 5.9(b), Section 5.9(c) or Section 5.9(d) of the Agreement, as from time to time supplemented and amended, which provides that it is a letter of credit agreement for purposes of the Agreement and this Indenture.

"Maximum Rate" means the maximum rate of interest to be borne by the Bonds, or twelve percent (12%) per annum.

"Monthly Rate" means the interest rate on the Bonds from time to time in effect during the monthly rate period, as determined in accordance with Section 2.13(b) of this Indenture.

"Monthly Rate Determination Method" means the method of determining the Monthly Rate as set forth in Section 2.13(b) of this Indenture.

"Monthly Rate Period" means any period during which the Bonds bear interest at the Monthly Rate.

"Notes" mean the Company Note and the Land Trust Note.

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

- (a) Bonds cancelled by the trustee after purchase or because of payment at redemption prior to maturity;
- (b) Bonds or portions thereof (of authorized denominations) deemed to be paid, as provided in Article VIII hereof;
- (c) Bonds in lieu of which others have been authenticated under Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof; and
- (d) unsurrendered bonds.

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

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

"Rating Agency" means S. & P. and its successors and assigns, and, if for any reason such rating agency no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Issuer and approved in writing by the Company and the Bank.

"Rebate Fund" means the fund by that name, created and established under the tax exemption certificate and agreement.

"Record Date" means, during any weekly rate period or any Monthly Rate Period, the Business Day immediately preceding an interest payment date on the Bonds, and during any Adjustable Rate Period or the Fixed Rate Period, the fifteenth (15th) day of the calendar month immediately preceding an interest payment date on the Bonds.

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

"Regulations" means those regulations, whether now or hereafter adopted, proposed or temporary, prepared by the United States Department of the Treasury with respect to Section 103 or any of Sections 141 through 150 of the Code.

"Reimbursement Obligations" means the reimbursement obligations, as defined in the Letter of Credit Agreement.

"Remarketing Agent" means Gates Capital Corporation, and any successor thereto, appointed in accordance with Section 10.11 of this Indenture.

"Remarketing Agreement" means the remarketing agreement dated as of September 1, 1997, by and among the Issuer, the Company and the Remarketing Agent, as from time to time supplemented and amended, and any remarketing agreement entered into in substitution therefor.

"Revenues" means the amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds, consisting of the following: (i) all amounts payable pursuant to Section 4.2(a) of the Agreement, including amounts payable on the Notes, and all receipts of the trustee credited under the provisions of this Indenture against said amounts payable, including all monies drawn by the trustee under the Letter of Credit to pay the principal of and interest on the Bonds, and (ii) any amounts paid into the Bond Fund from the Acquisition and Construction Fund or the Rebate Fund, including income on investments.

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

"Series 1997-A Bond" means the Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-A (BTI, Inc. Project) of the Issuer, in the aggregate principal amount of \$_____, issued pursuant to this Indenture.

"Series 1997-B Bond" means the Taxable Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-B (BTI, Inc. Project)

of the Issuer, in the aggregate amount of \$_____, issued pursuant to this Indenture.

"State" means the state of Illinois.

"Stated Termination Date" means the date on which the Letter of Credit, as from time to time extended, is stated to expire.

"Tax Exemption Certificate and Agreement" means the tax exemption certificate and agreement dated the date of issuance and delivery of the Series 1997-A Bonds, by and among the Issuer the Company, the Land Trust and the Trustee.

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

"Trustee" means First of America Bank, N.A., with its principal corporate trust office located in Birmingham, Michigan, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any a successor trustee at the time serving as successor trustee under this Indenture.

"Unsurrendered Bonds" means Bonds (or portions thereof in authorized denominations) which are not tendered as required under the provisions of Section 4.1 and Section 4.2 hereof, but for which there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price thereof and of all other Bonds tendered or deemed to be tendered for purchase on the applicable Mandatory Tender Date, as defined in Section 4.2 of this Indenture.

"Variable Rate Interest Payment Date" has the meaning set forth in Section 2.2 of this Indenture.

"Weekly Rate" means the interest rate on the Bonds from time to time in effect during the weekly rate period, as determined in accordance with Section 2.13(a) of this Indenture.

"Weekly Rate Determination Method" means the method of determining the Weekly Rate as set forth in Section 2.13(a) of this Indenture.

"Weekly Rate Interest Payment Date" has the meaning set forth in Section 2.13(a) of this Indenture.

"Weekly Rate Period" means any period during which the Bonds bear interest at the Weekly Rate.

*Article II.**The Bonds.***Section 2.1 Authorized Amount Of Bonds.**

No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. The total principal amount of Bonds that may be issued is hereby expressly limited to \$_____ with respect to the Series 1997-A Bonds and \$_____ with respect to the Series 1997-B Bonds, except as provided in Sections 2.7, 2.8, 3.2, 4.1 and 4.2 of this Indenture.

Section 2.2 Issuance Of Bonds; Disposition Of Proceeds.

The Series 1997-A Bonds shall be designated "Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-A (BTI, Inc. Project)", and the Series 1997-B Bonds shall be designated "Taxable Variable Rate Demand Industrial Development Revenue Bonds, Series 1997-B (BTI, Inc. Project)". The Bonds shall be issuable only as fully registered Bonds without coupons in denominations of One Hundred Thousand Dollars (\$100,000) and any integral multiple of Five Thousand Dollars (\$5,000) in excess thereof during any Weekly Rate Period and any Monthly Rate Period and in denominations of Five Thousand Dollars (\$5,000) and any integral multiple in excess of Five Thousand Dollars (\$5,000) thereof during any Adjustable Rate Period and the Fixed Rate Period. Unless the Issuer shall otherwise direct, the Series 1997-A Bonds shall be lettered RA and numbered separately from one (1) upward, and the Series 1997-B Bonds shall be lettered RB and numbered separately from 1 (one) upward.

All Bonds shall be dated the date of issuance and shall also bear the date of their respective authentication as specified in Section 2.4 of this Indenture. The Bonds shall mature on September 1, _____. Interest on the Bonds shall be payable during any Weekly Rate Period and any Monthly Rate Period on October 1, 1997, on the first (1st) Business Day of each calendar month thereafter, on the first (1st) Business Day of each calendar month after a Conversion Date and on a Conversion Date (each a "Variable Rate Interest Payment Date"), and during any Adjustable Rate Period and the Fixed Rate Period on the first (1st) day of the March or September immediately following the applicable Conversion Date and on the first (1st) day of each March and September thereafter (each a "Fixed Rate Interest Payment Date").

The Bonds shall bear interest at the rates that are in effect from time to time in accordance with the provisions hereinafter set forth (calculated during any Weekly Rate Period and any Monthly Rate Period on the basis of a calendar year consisting of three hundred sixty-five (365) or three hundred

sixty-six (366) days, as the case may be, and calculated on the actual number of days elapsed, and calculated during any Adjustable Rate Period and the Fixed Rate Period on the basis of a calendar year of three hundred sixty (360) days consisting of twelve (12) thirty (30) day months). The Bonds shall bear interest at the Weekly Rate during the Weekly Rate Period and at the Monthly Rate during the Monthly Rate Period from the Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date shall be prior to October 1, 1997, in which case the Bonds shall bear interest from the date of the initial delivery of the Bonds, (b) such date shall be prior to the first (1st) Variable Rate Interest Payment Date immediately following the applicable Conversion Date, in which case the Bonds shall bear interest from such Conversion date, or (c) such date shall be a Variable Rate Interest payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such date; and shall bear interest at the Adjustable Rate during the Adjustable Rate Period and at the Fixed Rate during the Fixed Rate Period from the Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date shall be prior to the Fixed Rate Interest Payment Date immediately following the applicable Conversion Date, in which case the Bonds shall bear interest from such Conversion Date, or (b) such date shall be a Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such date.

The Bonds shall initially bear interest at the Weekly Rate established for each series of Bonds. After the initial issuance of the Bonds, the Bonds may bear interest at the Weekly Rate, the Monthly Rate, the Adjustable Rate or the Fixed Rate established for each series of Bonds, as determined in accordance with the provisions of subsections (b), (c) and (d), respectively, of Section 2.13 hereof, and as selected in the manner hereinafter provided; provided, that the Bonds shall continue to bear interest at the Weekly Rate, the Monthly Rate or the Adjustable Rate from time to time in effect, as determined by the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method as selected by the Company, after consultation with the Remarketing Agent, as hereinafter provided; provided further, that, on and after a Conversion Date on which the Fixed Rate established for each series of Bonds becomes effective, the Bonds shall bear interest at the Fixed Rate established for each series of Bonds as determined in accordance with Section 2.13(d) of this Indenture until final maturity. If, as a result of the then prevailing market conditions in the related credit markets, the Company determines, after consultation with the Remarketing Agent, that a change in the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method then being used to determine the interest rate on the Bonds to another Weekly Rate Determination Method, Monthly Rate Determination Method, Adjustable Rate Determination Method or Fixed Rate Determination Method would be beneficial to the

market for, or the yield on, the Bonds and would be likely to produce the lowest net interest cost to the Company and the Land Trust over the term of the Bonds, then the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method then being used to determine the interest rate on the Bonds shall be changed to the Weekly Rate Determination Method, the Monthly Rate Determination Method, the Adjustable Rate Determination Method or the Fixed Rate Determination Method so selected. If a Weekly Rate Determination Method, a Monthly Rate Determination Method or an Adjustable Rate Determination Method shall be so selected, the following conditions must be satisfied:

- (i) the Company shall give written notice of its election to change the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method then being used to determine the interest rate on the Bonds to another Weekly Rate Determination Method, Monthly Rate Determination Method, or Adjustable Rate Determination Method to the Issuer, the Land Trust, the Trustee, the Remarketing Agent and the Bank at least fifteen (15) Business Days prior to the proposed Conversion Date, which notice shall specify the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method which the Company proposes be used to determine the interest rate on the Bonds after such proposed Conversion Date;
- (ii) such proposed Conversion Date shall be an interest payment date on the Bonds;
- (iii) if the Company selects the Adjustable Rate Determination Method, it shall also select the length of the Adjustable Rate Period which shall be six (6) months or any integral multiple of six (6) months; provided, that each Adjustable Rate Period shall commence on March 1 or September 1, and shall end on August 31 or the last day of February;
- (iv) the Trustee shall give notice of a mandatory tender for purchase pursuant to Section 4.2 hereof;
- (v) the Remarketing Agent shall calculate an interest rate by using the new Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method in accordance with the provisions of Section 2.13 hereof;
- (vi) at or before 10:00 A.M., Chicago time, on such proposed Conversion Date, the Company shall have delivered to the Issuer, the Trustee, the Remarketing Agent and the Bank an opinion of counsel to the effect that such change from the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method to another Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method is

lawful under applicable law and permitted by this Indenture, and does not have a material adverse effect on the tax status of the interest on the Series 1997-A Bonds for federal income tax purposes; and

(vii) in the event that a substitute Letter of Credit or an Alternate Credit Facility is to be in effect during an Adjustable Rate Period, at or before 10:00 A.M., Chicago time, on the proposed Conversion Date, the Company shall have caused such substitute Letter of Credit or Alternate Credit Facility to be delivered to the Trustee.

In the event that all of the preceding conditions to a change from the Weekly Rate Determination Method, the Monthly Rate Determination Method or the Adjustable Rate Determination Method to another Weekly Rate Determination Method, Monthly Rate Determination Method or Adjustable Rate Determination Method shall not have been satisfied, the Bonds shall continue to bear interest at the interest rate then in effect for the remaining portion of the interest rate period then in effect, or shall bear interest for an interest rate period at the interest rate in effect for the immediately preceding interest rate period.

Notwithstanding anything to the contrary contained herein, all Series 1997-A Bonds shall bear interest at the same interest rate determined by the same Weekly Rate determination Method, Monthly Rate Determination Method, Adjustable Rate Determination Method or Fixed Rate Determination Method, as the case may be, and all Series 1997-B Bonds shall bear interest at the same interest rate determined by the same Weekly Rate Determination Method, Monthly Rate Determination Method, Adjustable Rate Determination Method or Fixed Rate Determination Method, as the case may be. Both series of Bonds shall bear interest determined by the same interest rate determination method at all times.

Notwithstanding the above, the Company shall have the option to elect to convert the interest rate borne by each series of Bonds to a Fixed Rate, as hereinafter provided. The Company may not elect to convert the interest rate on one series of Bonds to the Fixed Rate without converting the interest rate on both series of Bonds to the Fixed Rate. In the event that the Company elects to exercise its option to convert the interest rate borne by each series of Bonds to a Fixed Rate, each series of Bonds shall bear interest at the Fixed Rate, as established in accordance with the provisions of Section 2.13(d) hereof, upon the satisfaction of the following conditions:

(i) the Company shall give written notice of its election to convert the interest rate borne by each series of Bonds to the Fixed Rate (provided, that the interest rates on both series of Bonds shall be simultaneously converted to the respective Fixed Rates) to the Issuer, the Land Trust, the Trustee, the Remarketing Agent and the Bank at least forty-five (45) days prior to the Proposed Conversion Date, which notice shall specify the Proposed Conversion Date;

(ii) the Proposed Conversion Date shall be an interest payment date on the Bonds;

(iii) the Remarketing Agent shall calculate the Fixed Rate for each series of Bonds in accordance with the provisions of Section 2.13(d) hereof;

(iv) the Trustee shall give notice of mandatory tender for purchase to the owners of the Bonds pursuant to Section 4.2 hereof;

(v) at or before 10:00 A.M., Chicago time, on the Proposed Conversion Date, the Company shall have delivered to the Issuer, the Trustee, the Remarketing Agent and the Bank an opinion of Bond Counsel to the effect that such conversion to the Fixed Rate is lawful under applicable law and permitted by this Indenture and that such conversion to the Fixed Rate does not have an adverse effect on the exclusion of the interest on the Series 1997-A Bonds from the gross income of the owners thereof for federal income tax purposes; and

(vi) in the event that a substitute Letter of Credit or an Alternate Credit Facility is to be in effect during the Fixed Rate Period, at or before 10:00 A.M., Chicago time, on the Proposed Conversion Date, the Company shall have caused such substitute Letter of Credit or Alternate Credit Facility to be delivered to the Trustee.

In the event that all of the preceding conditions to a conversion to the Fixed Rate shall not have been satisfied, each series of Bonds shall continue to bear interest at the respective interest rate then in effect until such interest rate shall be recalculated in accordance with the terms and provisions of Section 2.13 of this Indenture, or shall bear interest for an interest rate period at the interest rate then in effect for the immediately preceding interest rate period.

The Trustee shall include a legend on the face of each Bond bearing interest at the Fixed Rate authenticated on and after the Conversion Date on which the Fixed Rate becomes effective in substantially the following form:

This Bond bears interest at a Fixed Rate, as defined in this Bond, which is _____ percent (_____%) per annum, from and after _____, _____.

Section 2.3 Execution; Limited Obligation.

The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor of the Issuer, shall be attested by the manual or facsimile signature of the City Clerk of the Issuer, and shall have

impressed or imprinted thereon the official seal of the Issuer or a facsimile of such seal. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any official whose signature or a facsimile of whose signature shall appear on the Bonds

The Bonds are special, limited obligations of the Issuer, payable solely from the Revenues, the proceeds of the Bonds and the income from the temporary investment thereof. The Bonds and the premium, if any, and interest thereon shall not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State or any political subdivision thereof, within the meaning of any constitutional or statutory provision, and shall never constitute nor give rise to a charge against the general credit or taxing powers of the Issuer, the State or any political subdivision thereof, but shall be a special, limited obligation of the Issuer, payable solely from the Revenues and receipts derived by the Company and the Land Trust under the Agreement and the Notes, payments under the Letter of Credit, the proceeds of the Bonds and the income from the temporary investment thereof. No registered owner of any Bond shall have the right to compel the taxing power of the Issuer, the State or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

Section 2.4 Authentication.

No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by an authorized signatory of the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if manually signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds issued under this Indenture. Each Bond shall bear the date of its authentication, which date of authentication shall be inserted by the Trustee in the place provided for such purpose in the form of certificate of authentication of the Trustee to appear on each Bond.

Section 2.5 Form And Place Of Payment Of Bonds.

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

The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America only at the principal corporate trust office of the Trustee. Payments of interest on any Bond due on any regularly scheduled interest payment date shall be made to the Registered Owner thereof. Payments of interest on any Bond shall be made by check or draft of the Trustee mailed on the applicable interest payment date to the registered owner thereof as of the Record Date preceding such interest payment date at the address of such registered owner as it appears on the registration books of the Issuer maintained by the Trustee, as Bond Registrar, or at such other address as is furnished to the Trustee in writing by such registered owner no later than the close of business on such record date; provided, that payments of interest on any Bond may be made by wire transfer in immediately available funds to the registered owner of such Bond in the event that such registered owner is the registered owner of at least One Million Dollars (\$1,000,000) in aggregate principal amount of the Bonds as of the close of business on the Record Date immediately preceding the applicable interest payment date and such registered owner shall have given written notice to the Trustee on or before the Business Day immediately preceding such Record Date, directing the Trustee to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired and upon compliance with the reasonable requirements of the Trustee.

Section 2.6 Delivery Of The Bonds.

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

Prior to the delivery of any of the Bonds there shall be filed with the Trustee:

1. A copy, duly certified by an authorized officer of the Issuer, of the proceedings of the City Council of the Issuer, authorizing the execution and delivery of the Agreement and this Indenture and the issuance of the Bonds.
2. The Notes and the Letter of Credit and original executed counterparts of this Indenture, the Agreement, the Letter of Credit Agreement, the Remarketing Agreement and the Tax Exemption Certificate and Agreement.
3. A written request and authorization to the Trustee by the Issuer, signed by the Chief Financial Officer and City Clerk of the Issuer, to authenticate and deliver the Bonds to the purchaser or purchasers therein identified upon payment to the Trustee, but for the account of the Issuer,

of a sum specified in such written request and authorization representing the principal proceeds of the Bonds, plus a sum specified in such request and authorization representing accrued interest, if any, thereon to the date of delivery. The proceeds of such payment shall be used in accordance with Section 2.10 of this Indenture.

4. An opinion of counsel to the Company and the Land Trust in form and substance satisfactory to the Trustee and Bond Counsel.

5. An opinion of counsel to the Issuer in form and substance satisfactory to the Trustee and Bond Counsel.

6. An opinion of counsel to the Bank in form and substance satisfactory to the Trustee and Bond Counsel.

7. An opinion of Bond Counsel to the effect that interest on the Series 1997-A Bonds is not includible in the gross income of the owners thereof for federal income tax purposes (other than interest on any Series 1997-A Bond owned by a substantial user of the Project or any related person thereto or other than any interest on any Series 1997-A Bond which may be includible as a preference item or in computing any minimum tax).

Section 2.7 Mutilated, Lost, Stolen Or Destroyed Bonds.

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

Section 2.8 Registration, Transfer And Exchange Of Bonds; Persons Treated As Owners.

The Issuer shall cause books for the registration and for the registration of transfer of the Bonds as provided in this Indenture to be kept by the Trustee which is hereby appointed as Bond Registrar. The Issuer shall prepare and deliver to the Trustee, and the Trustee shall keep custody of a supply of Bonds duly executed by the Issuer, as provided in Section 2.3 hereof, for use

in the transfer and exchange of Bonds. The Trustee is hereby authorized and directed to complete (to the extent not already completed) such forms of Bonds as to principal amounts and registered owners in effecting transfers and exchanges of Bonds as provided in this Indenture. The principal of, premium, if any, and interest on any Bond shall be payable only to the registered owner or his legal representative duly authorized in writing, and no registration to "bearer" shall be permitted.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, duly endorsed for transfer or accompanied by an instrument of assignment or transfer, which instrument of assignment or transfer shall be in the form provided on the Bonds or in such other form acceptable to the Trustee, duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same series and maturity date in authorized denominations, for a like aggregate principal amount, bearing numbers not contemporaneously then outstanding.

Bonds may be exchanged at the principal corporate trust office of the Trustee for a like aggregate principal amount of Bonds of the same series and maturity date of other authorized denominations. The Issuer shall execute and the Trustee shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

The Trustee shall not be required to transfer or exchange any Bond after notice calling such Bond or portion thereof for redemption prior to maturity has been given as herein provided, or during the period of fifteen (15) days next preceding the giving of such notice of redemption.

The person in whose name any Bond shall be registered on the registration books of the Issuer maintained by the Trustee, as Bond Registrar, shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of or premium, if any, or interest on any such Bond shall be made only to the Registered Owner thereof or his 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.

In each case, the Trustee shall require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to any such owner for such exchange or transfer.

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

Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment of the principal amount represented thereby, or for replacement pursuant to Section 2.7 hereof, or upon transfer or exchange pursuant to Section 2.8 hereof, or upon partial redemption pursuant to Section 3.2 hereof, or upon tender for purchase pursuant to Section 4.1 or Section 4.2 hereof, such Bond shall be promptly canceled and destroyed by the Trustee in accordance with its customary practices and counterparts of a certificate evidencing such cancellation and destruction shall be furnished by the Trustee to the Issuer and the Company. In the event that the Bonds (other than Bonds held by the Trustee pursuant to Section 6.11 hereof) are redeemed prior to maturity in part pursuant to Article III hereof or are delivered by the Company to the Trustee for cancellation pursuant to this Section 2.9 in the aggregate principal amount of One Hundred Thousand Dollars (\$100,000) or more, the Trustee shall reduce the amount of the Letter of Credit in accordance with its terms in an amount equal to the principal amount of such Bonds plus interest on such principal amount for thirty-five (35) days (or two hundred fifteen (215) days during any Adjustable Rate Period or the Fixed Rate Period) at the Maximum Rate. Upon the date of the maturity or the date fixed for redemption of all of the Bonds then outstanding, the Trustee shall destroy any unused inventory of the Bonds.

Section 2.10 Application Of Bond Proceeds.

The proceeds of the Bonds shall be applied by the Trustee, as follows:

- (a) accrued interest, if any, shall be deposited in the Bond Fund;
- (b) proceeds of the Series 1997-B Bonds in the amount of \$ _____ shall be disbursed on the date of delivery of the Bonds to the Company or its designees to finance the Taxable Loan Purposes; and
- (c) proceeds of the Series 1997-A Bonds in the amount of \$ _____ shall be deposited in the Acquisition and Construction Fund.

Section 2.11 Temporary Bonds.

Pending preparation of definitive Bonds, the Issuer may issue and upon its request, the Trustee shall authenticate, in lieu of such definitive Bonds, one (1) or more temporary printed or typewritten Bonds in authorized denominations, all of which shall be of substantially the tenor recited above. Upon request of the Issuer, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of such temporary Bonds. Until so exchanged, such temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

Section 2.12 Book-Entry System.

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

Section 2.13 Determination Of Weekly Rate, Monthly Rate, Adjustable Rate And Fixed Rate for Bonds.

The Remarketing Agent shall determine the Weekly Rate, the Monthly Rate, the Adjustable Rate and the Fixed Rate, with respect to each series of the Bonds as follows:

(a) Weekly Rate. When the Bonds of a series bear interest at the Weekly Rate, such Bonds shall bear interest from (i) the date of the original issuance of the Bond, (ii) a Conversion Date on which the Weekly Rate becomes the interest rate to be borne by the Bonds of such series, (iii) the Thursday of a week, or (iv) any optional tender date on which Bonds of such series have been tendered to the Trustee for purchase, pursuant to Section 4.1 hereof, and the Remarketing Agent, in its sole discretion, determines that the Weekly Rate must be redetermined to remarket the Bonds of such series, as the case may be, to and including the immediately following Wednesday or any optional tender date when the Weekly Rate is redetermined, as the case may be. The Weekly Rate for each such interest rate period shall be equal to the lesser of (i) the Maximum Rate, or (ii) the interest rate established by the Remarketing Agent on the first (1st) day of each such interest rate period, which the Remarketing Agent, having due regard for prevailing financial market conditions, determines would be the interest rate, but would not exceed the interest rate, that would result in the market value of the Bonds of such series on such date of determination being one hundred percent (100%) of the principal amount thereof. On such date of determination, the Remarketing Agent shall give notice of the interest rate so determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer, the Trustee, the Company, the Land Trust and the Bank, and the interest rate so determined shall be the Weekly Rate on the Bonds of such series for such interest rate period.

If for any reason the Weekly Rate on the Bonds of a series for any such interest rate period cannot be determined in the forgoing manner, the Weekly Rate for the Bonds of such series for such interest rate period shall be the Weekly Rate in effect for the immediately preceding interest rate period.

The Trustee shall confirm the Weekly Rate on the Bonds of a series from time to time in effect by telephone (confirmed in writing if requested) to any owner of any Bond who requests such information in any manner. The determination of the Weekly Rate for the Bonds of a series as aforesaid shall be binding on the Issuer, the Trustee, the Company, the Land Trust, the Remarketing Agent, the Bank and the owners from time to time of all of the Bonds.

(b) Monthly Rate. When the Bonds of a series bear interest at the Monthly Rate, the bonds shall bear interest from (i) the Conversion Date on which the Monthly Rate becomes the interest rate to be borne by the Bonds of such series, or (ii) the first (1st) Business Day of a calendar month, as the case may be, to and including the day immediately preceding the first Business Day of the following calendar month. The Monthly Rate for each such interest rate period shall be equal to the lesser of (i) the Maximum Rate, or (ii) the interest rate established by the Remarketing Agent on the first (1st) Business Day of each such interest rate period, which the Remarketing Agent, having due regard for prevailing financial market conditions, determines would be the interest rate, but would not exceed the interest rate, that would result in the market value of the Bonds of such series on such date of determination being one hundred percent (100%) of the principal amount thereof. On such date of determination, the Remarketing Agent shall give notice of the interest rate so determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer, the Trustee, the Company, the Land Trust and the Bank, and the interest rate so determined shall be the Monthly Rate on the Bonds of such series for such interest rate period.

If for any reason the Monthly Rate on the Bonds for any such interest rate period cannot be determined in the foregoing manner, the Monthly Rate for such interest rate period shall be the Monthly Rate in effect for the immediately preceding interest rate period.

The Trustee shall confirm the Monthly Rate on the Bonds of a series from time to time in effect by telephone (confirmed in writing if requested) to any owner of any Bond who requests such information in any manner. The determination of the Monthly Rate as aforesaid shall be binding on the Issuer, the Trustee, the Company, the Land Trust, the Remarketing Agent, the Bank and the owners from time to time of all of the Bonds.

(c) Adjustable Rate. When the Bonds of a series bear interest at the Adjustable Rate, the Bonds shall bear interest from (i) the Conversion Date on which the Adjustable Rate becomes the interest rate to be borne by the Bonds of such series, or (ii) the day immediately following the end of the preceding interest rate period in which an Adjustable Rate is in effect, as the case may be, to the last day of the Adjustable Rate Period. The Adjustable Rate for each such interest rate period shall be equal to the lesser of (i) the Maximum Rate, or (ii) the interest rate established by the Remarketing Agent on the Business Day immediately preceding the first

(1st) day of each such interest rate period, which the Remarketing Agent, having due regard for prevailing financial market conditions, determines would be the interest rate, but would not exceed the interest rate, that would result in the market value of the Bonds of such series on the first (1st) day of such interest period being one hundred percent (100%) of the principal amount thereof. On such date of determination, the Remarketing Agent shall give notice of the interest rate and the duration of the Adjustable Rate Period so determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer, the Trustee, the Company, the Land Trust and the Bank, and the interest rate so determined shall be the Adjustable Rate on the Bonds of such series for the immediately following interest rate period.

If for any reason the Adjustable Rate for any such interest rate period cannot be determined in the foregoing manner, the Adjustable Rate for such interest rate period shall be the Adjustable Rate in effect for the immediately preceding interest rate period.

The Trustee shall confirm the Adjustable Rate on the Bonds of such series from time to time in effect by telephone (confirmed in writing if requested) to any owner of any Bond who requests such information in any manner. The determination of the Adjustable Rate as aforesaid shall be binding on the Issuer, the Trustee, the Company, the Land Trust, the Remarketing Agent, the Bank and the owners from time to time of all of the Bonds.

(d) Fixed Rate. When the interest rates on the Bonds are converted to the Fixed Rate, the Bonds of each series shall bear interest from the applicable Conversion Date, to and including the final maturity date of the Bonds of such series. The Fixed Rate for the Fixed Rate Period for each series of the Bonds shall be equal to the lesser of (1) the Maximum Rate, or (ii) the interest rate established by the Remarketing Agent on a date not more than fifteen (15) days nor less than eight (8) days prior to the Conversion Date, which the Remarketing Agent, having due regard for prevailing financial market conditions, determines would be the interest rate, but would not exceed the interest rate, that would result in the market value of the Bonds of such series on the Conversion Date being one hundred percent (100%) of the principal amount thereof. On such date of determination, the Remarketing Agent shall give notice of the interest rate so determined by telephone or facsimile transmission, promptly confirmed in writing, to the Issuer, the Trustee, the Company, the Land Trust and the Bank, and the interest rate so determined shall be the Fixed Rate on the Bonds of such series for the Fixed Rate Period (if all other conditions to the conversion to the Fixed Rate have been satisfied).

If for any reason a Fixed Rate cannot be determined in the foregoing manner for either series of Bonds, the interest rate on the Bonds of each series shall continue to be the interest rate then in effect for such series of Bonds.

The determination of a Fixed Rate as aforesaid for the Bonds of a series shall be binding on the Issuer, the Trustee, the Company, the Land Trust, the Remarketing Agent, the Bank and the owners from time to time of all of the Bonds of such series, as determined by the Remarketing Agent.

Article III.

Redemption Of Bonds Before Maturity.

Section 3.1. Redemption Dates And Prices.

(a) Optional Redemption. During any Weekly Rate Period or any Monthly Rate Period, the Bonds shall be subject to redemption prior to maturity at the option of the Issuer to the extent of any available funds including funds derived from a prepayment of either Note (or a portion thereof) made by the Company and/or the Land Trust pursuant to Section 7.2 of the Agreement, as a whole, or in part (and, if in part, by lot in such manner as may be designated by the Trustee, commencing with Bonds held by the Trustee or its agent for the account of the Company pursuant to Section 6.11(b) hereof until all such Bonds have been selected for redemption prior to maturity), on any date, at a redemption price of one hundred percent (100%) of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

During any Adjustable Rate Period or the Fixed Rate Period, the Bonds shall be subject to redemption prior to maturity at the option of the Issuer to the extent of any available funds, including funds derived from a prepayment of either Note (or a portion thereof) made by the Company and/or the Land Trust pursuant to Section 7.2 of the Agreement, as a whole on any date, or in part on any interest payment date (and if in part, by lot in such manner as may be designated by the Trustee), during the redemption periods and at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued interest to the date fixed for redemption:

Redemption Date	Redemption Price
7½ years after Conversion Date	102 %
8 years after Conversion Date	101.5
8½ years after Conversion Date	101
9 years after Conversion Date	100.5
9½ years after Conversion Date	100

The redemption dates and prices required by the preceding paragraph may be changed by the Remarketing Agent (with the written consent of the Company and the Land Trust) with respect to any Adjustable Rate Period or the Fixed Rate Period prior to the establishment thereof; provided, that, on the date of the establishment of the related Adjustable Rate or Fixed Rate, there shall have been delivered to the Trustee an opinion of Bond Counsel to the effect that such changes in such redemption dates and prices do not have an adverse effect on the tax status of the interest on the Series 1997-A Bonds for federal income tax purposes. In order to effectuate such a change, the Remarketing Agent shall determine and certify to the Trustee, on a date which is no later than the date of establishment of the related Adjustable Rate or Fixed Rate, the period during which the Bonds will not be subject to redemption (the "Call Protection Period"), the redemption premium or premiums (the "Call Premiums"), if any, applicable to the redemption of the Bonds after the Call Protection Period and the period or periods during which the Call Premiums shall be effective (the "Call Premiums Periods") necessary to establish such Adjustable Rate or Fixed Rate. Such Call Protection Period, Call Premiums and the Premium Periods shall be established in accordance with optional call redemption provisions which the Remarketing Agent certifies, and demonstrates to the reasonable satisfaction of the Trustee, the Company and the Land Trust, are generally accepted as the features for obligations such as the Bonds, based on the duration of such Adjustable Rate Period or Fixed Rate Period.

(b) Extraordinary Optional Redemption of Bonds. The Bonds shall be further subject to redemption prior to maturity in the event that the Company and the Land Trust shall exercise the option to prepay the Notes and to cause the Bonds to be redeemed pursuant to Section 7.3 of the Agreement, in the event of damage to or destruction of or condemnation of the Project and the Premises. As a result of such event, the Bonds shall be subject to redemption prior to maturity on any date, as a whole, and not in part, at a redemption price equal to one hundred percent (100%) of the principal amount thereof being redeemed, plus accrued interest to the date fixed for redemption.

(c) Mandatory Redemption upon Determination of Taxability. The Series 1997-A Bonds shall be subject to mandatory redemption prior to maturity by the Issuer from funds derived from the prepayment of a portion of the principal of the Notes by the Company and the Land Trust pursuant to Section 7.1 of the Agreement, as a whole and not in part, on any date within forty-five (45) days of the occurrence of a Determination of Taxability, at a redemption price of one hundred percent (100%) of the principal amount thereof to be redeemed (or one hundred three percent (103%) of the principal amount thereof being redeemed during the Adjustable Rate Period or the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

(d) Mandatory Redemption from Excess Construction Proceeds. The Series 1997-A Bonds shall be further subject to redemption prior to maturity by the Issuer in the event that any monies remain in the Acquisition and

Construction Fund upon receipt by the Trustee of a completion certificate pursuant to Section 3.4 of the Agreement (other than monies withheld and used to pay costs of the Project, as set forth in Section 3.4 of the Agreement). In any such event, the Series 1997-A Bonds shall be subject to redemption prior to maturity in an aggregate principal amount equal to the amount so transferred to the Bond Fund rounded to the next lowest Five Thousand Dollar (\$5,000) multiple on any date within forty-five (45) days after the receipt by the Trustee of such completion certificate, in part, at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed, plus accrued interest to the date fixed for redemption.

(e) Mandatory Sinking Fund Redemption. Each series of Bonds shall be subject to mandatory sinking fund redemption during any Adjustable Rate Period and the Fixed Rate Period in the event that the Remarketing Agent (with the written consent of the Company and the Land Trust) shall determine and certify to the Trustee, on a date which is no later than the date of establishment of the related Adjustable Rate or Fixed Rate, the dates (which shall be March 1 and September 1 of the years) and the principal amounts to be redeemed on such dates; provided, that, on the date of establishment of the related Adjustable Rate or Fixed Rate, there shall have been delivered to the Trustee an opinion of Bond Counsel to the effect that the establishment of such mandatory sinking fund redemption schedule does not adversely affect the tax status of the interest of the Series 1997-A Bonds for federal income tax purposes. In such event, the Bonds of each series shall be subject to mandatory sinking fund redemption on said dates in said amounts at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption. If Bonds of a series shall have been called for redemption in part from a source other than a mandatory sinking fund requirement, then the remaining sinking fund installments for such series shall be reduced by crediting the principal amount of the Bonds of such series so redeemed in the inverse order of maturity and mandatory sinking fund redemption.

(f) Direction to Trustee to Call for Redemption. The Issuer hereby directs the Trustee to, and the Trustee shall, call Bonds for redemption prior to maturity on the dates set forth in Section 3.1(c), Section 3.1(d) or Section 3.1(e) hereof or when it shall have been notified in writing by the Company or the Land Trust, pursuant to Section 7.6 of the Agreement, or by the Issuer to do so, and shall mail a copy of such notice of redemption to the Bank, the Company, the Land Trust and the Remarketing Agent at the same time as the Trustee mails such notice of redemption to the owners of the Bonds that have been called for redemption, pursuant to Section 3.3 of this Indenture.

Section 3.2 Partial Redemption Of Bonds.

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

Section 3.3 Notice Of Redemption.

Notice of the call for any redemption, identifying the Bonds or portions thereof to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by first class mail, postage prepaid, at least thirty (30) days, but not more than sixty (60) days, prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the Issuer maintained by the Trustee, as Bond Registrar; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond or portion thereof with respect to which no such failure or defect has occurred. Any such notice of redemption shall be dated, and shall state: (i) the date fixed for redemption; (ii) the redemption price; (iii) if less than all of the Bonds then outstanding are to be redeemed, the identification (and, in the case of a partial redemption, the respective principal amounts) of the Bonds to be redeemed, including certificate numbers and C.U.S.I.P. numbers; (iv) that on the date fixed for redemption, the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest shall cease to accrue thereon from and after said date; and (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee. Any notice mailed as provided in this Section 3.3 shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice.

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

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

Each Additional Redemption Notice shall be sent at least thirty (30) days before the date fixed for redemption by legible facsimile transmission, registered or certified mail (postage prepaid) or overnight delivery service to the following registered securities depositories: The Depository Trust Company of New York, New York, and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania, and to at least two (2) of the following national information services that disseminate notices of redemption of obligations such as the Bonds: Financial Information, Inc.'s

Financial Daily Called Bond Service, Kenny Information Service's Called Bond Service, Moody's Municipal and Government Called Bond Service or Standard & Poor's Called Bond Record.

Section 3.4. Redemption Payments.

On or prior to the date fixed for redemption, immediately available funds at the principal corporate trust office of the Trustee on such redemption date shall be deposited with the Trustee in the Bond Fund to pay, and the Trustee is hereby authorized and directed to apply such funds in the Bond Fund to the payment of the Bonds or portions thereof called for redemption prior to maturity, together with accrued interest, if any, thereon to the date fixed for redemption and any required premium in accordance with the provisions of Section 6.4 of this Indenture. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue from and after the date fixed for redemption, and such Bonds shall no longer be entitled to the benefit or security of this Indenture.

Section 3.5. Cancellation.

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

Article IV.

Tenders For Purchase And

Remarketing Of Bonds.

Section 4.1. Purchase Of Bonds At Option Of Holder.

The Owner of any Bond shall have the right to tender such Bond to the Trustee for purchase in whole or in part (in any authorized denomination) on any Business Day during any Weekly Rate Period and on any interest payment date during any Monthly Rate Period, at a purchase price equal to one hundred percent (100%) of the principal amount of Bonds (or portions thereof in authorized denominations) tendered plus accrued interest to the specified purchase date. In order to exercise such option with respect to any Bond or portion thereof, the owner thereof must give to the Trustee at its designated corporate trust office by the opening of business at such office at least seven (7) days immediately preceding the proposed purchase date, written notice of tender to the Trustee (which written notice of tender shall be in the form provided in this Indenture or shall be in such other form

acceptable to the Trustee). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the owner of such Bond. At or before 10:00 A.M., Chicago time, on the specified purchase date (or, if such purchase date is not a Business Day, then on the immediately following Business Day), the registered owner of each Bond as to which such written notice of tender shall have been given shall deliver each Bond to be purchased as a whole or in part and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on such Bond or in such other form acceptable to the Trustee), to the Trustee at its principal corporate trust office, and any Bond which is not so tendered, but for which there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price thereof and all other Bonds tendered or deemed tendered for purchase on such specified purchase date, shall be deemed to have been tendered by the owner thereof and purchased from such owner on the specified purchase date. The Trustee shall, in its sole discretion, determine whether, with respect to any Bond, the owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part.

If any such notice of tender for purchase shall have been given to the Trustee pursuant to this Section 4.1, the Trustee shall immediately give facsimile or telephonic notice, to the Remarketing Agent, the Bank, and the Company on the same date that the Trustee receives notice of the tender for purchase, if possible, or on the immediately following Business Day, specifying the principal amount of Bonds as to which notice of tender for purchase has been given and the proposed date of purchase, promptly confirmed by a written notice. On the specified purchase date (or, if such purchase date is not a Business Day on the immediately following Business Day), the Trustee shall purchase, or cause to be purchased, all Bonds as to which written notices of tender for purchase have been received at a purchase price equal to the principal amount thereof plus accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be drawn by the Trustee from the Bond Purchase Fund as provided in Section 6.11 of this Indenture.

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

The Trustee may enter into an agreement with a Securities Depository which is a record owner of the Bonds to establish procedures with respect to the tender of Bonds made by such Securities Depository.

The owners of the Bonds may not tender their Bonds for purchase during any Adjustable Rate Period or the Fixed Rate Period.

Section 4.2 Mandatory Tender Of Bonds.

Subject to the provisions below, the owner of each Bond shall be required to tender such Bond to the Trustee for purchase on (i) a Proposed Conversion Date, (ii) the first (1st) Business Day of the calendar month in which the Stated Termination Date of the Letter of Credit occurs, or (iii) the first (1st) Business Day of the calendar month in which an Alternate Credit Facility is delivered to the Trustee (each a "Mandatory Tender Date"), all as more fully provided in this Section 4.2.

Notice of a mandatory tender shall be given by the Trustee by first class mail, postage prepaid, to the owners of all Bonds at their addresses appearing on the registration books of the Issuer maintained by the Trustee, as Bond Registrar, with a copy to the Remarketing Agent not less than ten (10) Business Days nor more than fifteen (15) Business Days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date and shall state that the Mandatory Tender Date is a Proposed Conversion Date, the first (1st) Business Day of the calendar month in which the Stated Termination Date of the Letter of Credit occurs or the first (1st) Business Day of the calendar month in which an Alternate Credit Facility is delivered to the Trustee, as the case may be, and that all Bonds shall be tendered by the owners thereof for purchase at or before 10:00 A.M., Chicago time, on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Trustee at its principal corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bonds or such other form acceptable to the Trustee), and shall be purchased on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon, and any such Bond which is not so tendered, but for which there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price thereof and of all other Bonds so tendered or deemed to be tendered for purchase on the Mandatory Tender Date, shall be deemed to have been tendered for purchase by the owner thereof and purchased from such owner on the Mandatory Tender Date.

All Bonds shall be tendered by the owner thereof to the Trustee for purchase at or before 10:00 A.M., Chicago time on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the

immediately following Business Day), by delivering such Bonds to the Trustee at its principal corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bonds or such other form acceptable to the Trustee). On the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), the Trustee shall purchase, or cause to be purchased, all Bonds at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be drawn by the Trustee from the Bond Purchase Fund as provided in Section 6.11 of this Indenture.

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

Section 4.3 Procedures For Purchase Of Bonds.

Unless otherwise directed by the Company not to do so, the Remarketing Agent will use its best efforts to remarket all Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof; and, when directed in writing by the Company, to remarket all Bonds held by the Trustee or its agent pursuant to Section 6.11 of this Indenture. The Company may at any time, upon written direction to the Remarketing Agent, direct the Remarketing Agent to cease to resume the remarketing of some or all of the Bonds.

At or prior to noon, Chicago time, on the Business Day immediately preceding the applicable purchase date (or at such other time to which the Trustee shall agree), the Remarketing Agent shall give facsimile or telephone notice, promptly confirmed in writing, to the Trustee, the Company and the Bank, specifying or confirming the names, addresses and taxpayer identification numbers or the new registered owners of, and the principal amount and denominations of, such Bonds, if any, remarketed by it pursuant to this Section 4.3. The Remarketing Agent shall make appropriate settlement arrangements for the purchase of Bonds which have been remarketed pursuant to this Section 4.3 between the purchasers of such

remarketed Bonds and the Trustee, and shall direct said purchasers by appropriate instructions to pay in immediately available funds all monies for the purchase price of the Bonds which have been remarketed pursuant to this Section 4.3 to the Trustee for deposit in the Bond Purchase Fund pursuant to Section 6.10 hereof at or before 10:00 A.M., Chicago time, on the purchase date (or on the immediately following Business Day if the purchase date is not a Business Day). The Trustee shall deposit the proceeds of any such remarketing in the Bond Purchase Fund pursuant to Section 6.10 hereof, and the Trustee shall hold and disburse such monies pursuant to this Section 4.3 and Sections 4.4 and 6.11 of this Indenture. At or before noon, Chicago time, on each purchase date, the Trustee shall notify the Bank in writing of the proceeds received from the remarketing of the Bonds on such purchase date, and shall direct the Bank to reinstate the Letter of Credit in accordance with its terms.

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

- (1) pay the purchase price to each owner of a Bond (or portion thereof) tendered for purchase in federal or other immediately available funds, or by wire transfer to the registered owner thereof in the event that the registered owner of at least One Million Dollars (\$1,000,000) in aggregate principal amount of Bonds shall have given written notice to the Trustee directing the Trustee to make such payment of purchase price by wire transfer and identifying the location and the number of the account to which such payment should be wired. The Trustee shall pay each such purchase price from monies on deposit in the Bond Purchase Fund in the manner set forth in Section 6.11 hereof; provided, that the Trustee shall not pay or wire transfer the purchase price of any Unsurrendered Bond, unless and until the owner of such Unsurrendered Bond presents such Unsurrendered Bond, together with an instrument of assignment or transfer duly executed in blank, to the Trustee; and

- (2) redeliver or cancel all Bonds so tendered in accordance with this Section 6.11 of this Indenture.

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

Section 4.4 Duties Of The Trustee Regarding Tendered Bonds.

The Trustee agrees that it shall:

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

(b) subject to Section 6.12 hereof, hold all monies delivered to it pursuant to Sections 4.3 and 6.11 hereof for the purchase of Bonds in the Bond Purchase Fund in trust solely for the benefit of the person which shall have so delivered such monies until the purchase date; and on and after the purchase date, the Trustee shall hold all such monies in the Bond Purchase Fund in trust solely for the benefit of the respective owners of the Bonds so purchased until the Trustee shall have paid the purchase price with respect to such Bonds to such owners; provided, that if any monies remain in the Bond Purchase Fund after the payment in full of the purchase price of all Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, such monies shall be held in trust for the benefit of the Bank and the Company, to be applied in accordance with Section 6.11(d) of this Indenture.

Section 4.5 Duties Of The Remarketing Agent.

The Remarketing Agent shall perform the duties set out in Section 4.3 of this Indenture. The Remarketing Agent shall not remarket any Bonds to the Issuer, or the Company, the Land Trust or any Insider of the foregoing. The Remarketing Agent shall be not be obligated to remarket the Bonds under the circumstances described in the Remarketing Agreement, to which the Issuer and the Trustee hereby agree.

Article V.

General Covenants.

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

The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof. Such principal, premium, if any, and interest are payable by the Issuer solely and only from the Revenues, and nothing in the Bonds or this Indenture should be considered as assigning or

pledging any other funds or assets of the Issuer, other than such Revenues and the right, title and interest of the Issuer in and to the Agreement and the Notes (except as otherwise provided herein) in the manner and to the extent herein specified.

Section 5.2 Performance Of Covenants; Authority.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in Section 5.1 hereof, the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Company, the Land Trust or by the Trustee, or shall have received the instrument to be executed and at the option of the Issuer shall have received from the Company or the Land Trust assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument. The Issuer covenants that it is duly authorized under the Constitution and the laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture, to grant the security interest herein provided, to assign and pledge its right, title and interest in and to the Agreement and the Notes (except as otherwise provided herein), and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the Issuer according to the terms thereof and of this Indenture.

Section 5.3 Right To Payments Under Agreement; Instruments Of Further Assurance.

The Issuer covenants that it will defend its right to the payment of amounts due from the Company and the Land Trust under the Agreement (including the Notes) to the Trustee for the benefit of the owners from time to time of the Bonds and for the benefit of the Bank against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee or the Bank may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts assigned and pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Agreement

and the Tax Exemption Certificate and Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Revenues or its rights under the Agreement or the Notes.

Section 5.4 Recordation And Other Instruments.

In order to perfect the security interest of the Trustee in the Trust Estate and to perfect the security interest in the Agreement and the Notes, the Issuer will cause such security agreements or financing statements, naming the Trustee as assignee and pledgee of the Trust Estate assigned and pledged under this Indenture for the payment of the principal of, premium, if any, and interest on the Bonds and as otherwise provided herein, to be duly filed and recorded, as the case may be, in the appropriate state and county offices as required by the provisions of the Uniform Commercial Code or other similar law as adopted in the State, as from time to time amended. To continue the security interest evidenced by such security agreements or financing statements, the Trustee shall cause the Company, at its expense, to file and record such necessary continuation statements or supplements thereto and other instruments from time to time as may be required pursuant to the provisions of said Uniform Commercial Code or other similar law to fully preserve and protect the security interest of the Trustee in the Trust Estate and to perfect the security interest in the Agreement and the Notes. The Issuer, at the expense of the Company, shall execute and cause to be executed any and all further instruments as shall be reasonably requested by the Trustee or the Bank for such protection and perfection of the interests of the Trustee, the owners of the Bonds and the Bank, and the Trustee shall cause the Company, at its expense, to file and refile or cause to be filed and refiled such instruments which shall be necessary to preserve and perfect the lien of this Indenture upon the Trust Estate until the principal of, premium, if any, and interest on the Bonds issued hereunder shall have been paid or provision for their payment shall be made as herein provided.

Section 5.5 Inspection Of Books.

The Issuer and the Trustee covenant and agree that all books and documents in their possession relating to the Project, the Taxable Loan Purposes and the Revenues shall at all times be open to inspection during normal business hours by the other or by the Bank, the Company or the Land Trust and such accountants or other agencies as the Bank, the Company, the Land Trust or one of the other parties hereto may from time to time designate.

Section 5.6 List Of Bondholders.

The Trustee will keep on file a list of names and addresses of all registered owners of the Bonds on the registration books of the Issuer maintained by the Trustee, as Bond Registrar, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied during normal business hours by the Company, the Land Trust, the Bank, the Remarketing Agent or the owners (or a designated representative thereof) of fifteen percent (15%) or more in aggregate principal amount of Bonds then outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee.

Section 5.7 Rights Under Agreement.

The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer, the Company and the Land Trust, including provisions that subsequent to the issuance of the Bonds and prior to their payment in full or provision for the payment thereof in accordance with the provisions hereof, the Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee and, so long as the Letter of Credit is in effect, the Bank, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Company and the Land Trust thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company and Land Trust under and pursuant to the Agreement for and on behalf of the owners of the Bonds, whether or not the Issuer is in default under this Indenture.

Section 5.8 Prohibited Activities.

The Issuer covenants and agrees that it has not knowingly engaged and will not knowingly engage in any activities and that it has not knowingly taken and will not knowingly take any action which might result in its income becoming taxable to it or any interest on the Series 1997-A Bonds becoming includible in the gross income of the owners thereof for federal income tax purposes.

Article VI.

Revenues And Funds.

Section 6.1 Source Of Payment Of Bonds.

The Bonds herein authorized and all payments to be made by the Issuer hereunder, are not general obligations of the Issuer, but are special, limited obligations of the Issuer, payable solely and only from the Revenues.

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

Section 6.2 Creation Of Bond Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois, Variable Rate Demand Industrial Development Revenue Bond Fund (BTI, Inc. Project)", which is hereby pledged and shall be used to pay the principal of, premium, if any, and interest on the Bonds, subject to the provisions of the Tax Exemption Certificate and Agreement.

Section 6.3 Payments Into Bond Fund.

There shall be deposited in the Bond Fund, as and when received, (a) any amount in the Acquisition and Construction Fund directed to be paid into the Bond Fund under Section 6.8 or Section 6.9 hereof; (b) all Revenues; (c) the amount specified in Section 2.10(a) hereof; and (d) all other monies received by the Trustee under and pursuant to any of the provisions of the Agreement, the Note, the Letter of Credit or the Tax Exemption Certificate and Agreement which are required or which are accompanied by directions that such monies are to be paid into the Bond Fund.

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

Except as provided in Sections 6.14 and 10.2 hereof, and subject to the provisions of the Tax Exemption Certificate and Agreement, monies in the Bond Fund shall be used solely for the payment of the principal of and premium, if any, on the Bonds at maturity or upon acceleration and for the redemption of the Bonds prior to maturity, and for the payment of the interest on the Bonds when due, and for the payment of the Reimbursement

Obligations owing to the Bank for any drawing under the Letter of Credit as provided in this Section 6.4, but shall not be used to pay the purchase price of any Bond tendered to the Trustee for purchase pursuant to Section 4.1 or Section 4.2 of this Indenture.

The Issuer hereby authorizes and directs the Trustee to withdraw, from time to time, sufficient monies from the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, and to pay any Reimbursement Obligations owing to the Bank as hereinbefore and hereinafter provided, which authorization and direction the Trustee hereby accepts. Funds for such payments of the principal of and premium, if any, and interest on such Bonds shall be derived from the following sources in the order of priority indicated:

(a) if the Letter of Credit is then in effect, all monies derived by the Trustee from a drawing under the Letter of Credit for payment of principal of and interest on the Bonds, provided that in no event shall such monies be used to pay the principal of or interest on Bonds held by the Trustee pursuant to Section 6.11 hereof;

(b) monies transferred from the Acquisition and Construction Fund to the Bond Fund pursuant to Section 3.3 of the Agreement, provided such monies constitute Available Monies, to pay principal of the Bonds at maturity or upon redemption prior to maturity;

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

(d) payments made by the Company or the Land Trust pursuant to Article VII of the Agreement, such monies to be applied only to the redemption of Bonds prior to maturity, provided that such amounts constitute Available Monies;

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

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

If the Letter of Credit is then in effect, prior to 12:00 noon, Chicago time, on the Business Day immediately preceding the date on which any principal and/or interest shall become due on the Bonds, whether upon any Interest Payment Date, at maturity, upon any date fixed for redemption or upon

maturity by declaration of acceleration of the Bonds, the Trustee shall, without making any prior claim or demand upon the Company or the Land Trust, draw under and in accordance with the Letter of Credit so as to receive monies thereunder in an amount which shall be equal to the amount of principal and interest coming due on the Bonds on the date such payment is due; provided, that such drawing upon a declaration of acceleration shall be as soon as possible and in no event later than 12:00 noon, Chicago time, three (3) Business Days after such declaration of acceleration; and provided further, that the Trustee shall not draw under the Letter of Credit to pay the principal of and/or interest on any Bonds held by the Trustee pursuant to Section 6.11 hereof or held by the Company, the Bank or the Issuer (or any nominee of any of them) for its own account or held by the Trustee on behalf of either the Company, the Bank or the Issuer (or any nominee of any of them). Any such monies drawn under the Letter of Credit shall be deposited and held in an account in the Bond Fund segregated by separate recordation, and shall not be commingled with other monies in the Bond Fund. Any monies held in the Bond Fund and not needed to so pay the principal of, premium, if any, and interest on the Bonds shall be paid to the Bank to pay any Reimbursement Obligations owing to it for any such drawing made under the Letter of Credit pursuant to this Section 6.4. If for any reason funds are not available under the Letter of Credit for payment of principal and/or interest due on the Bonds prior to 12:00 noon, Chicago time, on the date on which any principal and/or interest shall become due on the Bonds, the Trustee shall immediately request from the Company and the Land Trust funds sufficient to make all such payments of principal of and/or interest on the Bonds pursuant to the Notes and Section 4.2(a) of the Agreement by directing that the Company and the Land Trust deposit such funds with the Trustee at its principal corporate trust office.

Section 6.5 Custody Of Bond Fund.

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

Section 6.6 Acquisition And Construction Fund.

There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated "City of Chicago, Illinois Variable Rate Demand Industrial Development Revenue Bond Acquisition and Construction Fund (BTI, Inc. Project)", which shall be expended in accordance with the provisions of Sections 3.3 and 3.4 of the Agreement, Sections 6.7, 6.8 and 6.9 hereof and the provisions of the Tax Exemption Certificate and Agreement.

Section 6.7 Net Proceeds Of Bonds; Payments Into Acquisition And Construction Fund; Disbursements.

The net proceeds of the issuance and delivery of the Series 1997-A Bonds shall be deposited into the Acquisition and Construction Fund, pursuant to Section 2.10(c) of this Indenture, and shall be expended on written requisitions signed by an Authorized Company Representative in accordance with the provisions of the Agreement.

The Trustee shall keep and maintain its customary records pertaining to the Acquisition and Construction Fund and all disbursements therefrom, and the Trustee shall provide the Issuer and the Company with monthly statements pertaining to the Acquisition and Construction Fund and all disbursements therefrom or, after the Project has been completed and a certificate of payment of all costs is or has been filed as provided in Section 6.8 hereof, shall file an accounting thereof with the Issuer, the Company or the Land Trust upon the written request of the Issuer, the Company or the Land Trust, as the case may be.

Section 6.8 Completion Of Project.

The completion of the Project and payment or provision made for payment of the full Costs of the Project shall be evidenced by the filing with the Trustee of a certificate required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Acquisition and Construction Fund on the Completion Date shall be used in accordance with said Sections 3.4 and 7.4 of the Agreement.

Section 6.9 Transfer Of Acquisition And Construction Fund.

If the Company and the Land Trust should prepay the Notes in whole pursuant to Section 7.1, 7.2 or 7.3 of the Agreement, or if an Event of Default shall occur and be continuing hereunder, any balance then remaining in the Acquisition and Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

Section 6.10 Creation And Sources Of Bond Purchase Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "City of Chicago, Illinois, Variable Rate Demand Industrial Development Revenue Bond Purchase Fund (BTI, Inc. Project)", which shall be used to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of this Indenture. The Trustee shall hold all monies on deposit in the Bond Purchase Fund in trust as provided in Section 4.4 of this Indenture.

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

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

(b) all payments made directly by the Company pursuant to Section 4.2(e) of the Agreement (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Trustee in an account in the Bond Purchase Fund segregated by separate recordation from all other monies in the Bond Purchase Fund);

(c) all monies drawn by the Trustee under the Letter of Credit for the purpose of paying such purchase price (all of which monies shall at all times prior to their transfer from the Bond Purchase Fund be held by the Trustee in an account in the Bond Purchase Fund segregated by separate recordation from all other monies in the Bond Purchase Fund); and

(d) all other monies received by the Trustee under and pursuant to any of the provisions of this Indenture, the Agreement, the Notes, the Letter of Credit or otherwise which are required or which are accompanied by directions that such monies are to be paid into the Bond Purchase Fund (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Trustee in an account in the Bond Purchase Fund segregated by separate recordation from all other monies in the Bond Purchase Fund).

Section 6.11 Use Of Monies In The Bond Purchase Fund.

(a) Except as provided in this Section 6.11 or Section 6.14 of this Indenture, monies in the Bond Purchase Fund shall be used solely for the payment of the purchase price of Bonds tendered or deemed to be tendered for purchase on any purchase date pursuant to Section 4.1 or Section 4.2 of this Indenture and, after payment in full of the purchase price of any Bonds tendered or deemed to be tendered for purchase on any purchase date, to pay any Reimbursement Obligations owing to the Bank for any drawing under the Letter of Credit, pursuant to this Section 6.11.

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

(i) proceeds of the remarketing of such Bonds pursuant to Section 4.3 hereof;

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

(iii) available monies held by the Trustee pursuant to Article VIII hereof, such monies to be applied only to the purchase of Bonds which are deemed to be paid in accordance with Article VIII hereof;

(iv) payments made by the Company pursuant to Section 4.2(e) of the Agreement.

Bonds (or portions thereof in authorized denominations) purchased with monies described in clause (i) above shall be delivered as directed by Remarketing Agent and registered in manner directed by the Remarketing Agent pursuant to Section 4.3 of this Indenture. Bonds (or portions thereof in authorized denominations) purchased with monies described in clause (ii) above shall be registered in the name of the Company, shall be held by the Trustee for the account of the Company, and shall not be transferred or exchanged by the Trustee until (A) the Trustee has received from the Bank notice in writing, by telecopy or tested telex, that the Company has reimbursed the Bank for the drawing made under the Letter of Credit to pay the purchase price of such Bonds, pursuant to the Letter of Credit Agreement, and that the Letter of Credit has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds, or (B) the Remarketing Agent shall have given the Trustee notice by telephone, promptly confirmed in writing, that such Bonds have been remarketed by the Remarketing Agent, and the Trustee shall have monies in an amount sufficient to reimburse the Bank for the drawing made under the Letter of Credit to pay the purchase price of such Bonds, which monies are on deposit in the Bond Purchase Fund, and the Bank has given the Trustee written notice of the reinstatement of the Letter of Credit; and in either event, the Trustee may then release such Bonds, and register the transfer of such Bonds at the direction of the Company in the event of clause (A) above or in the names of the new registered owners thereof as shall be provided by the Remarketing Agent by telephone or telecopy, promptly confirmed in writing, in the manner set forth in Section 4.3 hereof, in event of clause (B) above. Bonds (or portions thereof in authorized denominations) purchased with monies described in clause (iii) above shall be cancelled by the Trustee in accordance with Section 2.9 of this Indenture. Bonds (or portions thereof in authorized denominations) purchased with monies described in clause (iv) above shall, at the direction of the Company, be held by Trustee for the account of the Company and registered in the name of the Company or be cancelled. The Trustee shall immediately notify the Remarketing Agent by telephone,

promptly confirmed in writing of any Bonds purchased with monies described in clause (iii) above. Bonds purchased with the proceeds of clause (iii) above may not be sold by or through a Securities Depository, and shall be removed from any Securities Depository who shall hold same.

(c) If the Letter of Credit is in effect on a purchase date (or, if such day is not a Business Day, on the immediately following Business Day), and the funds available under clause (i) of subsection (b) above for the payment of the purchase price of the Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of this Indenture on such purchase date are not sufficient to pay the purchase price of such Bonds on or before 10:00 A.M., Chicago time, on such purchase date, the Trustee shall, without making any prior demand or claim upon the Company, make a drawing under the Letter of Credit before 11:30 A.M., Chicago time, on such purchase date to pay the purchase price of the Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of this Indenture on the purchase date, and the Bank shall make payment under the Letter of Credit to the Trustee at or before 1:00 P.M., Chicago time, on the date of such drawing, in immediately available funds, which funds will be wired directly from the Bank to the Trustee, in an amount which will be sufficient to pay the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such purchase date is not a Business Day). Any monies held in the Bond Purchase Fund and not needed to pay the purchase price of any Bonds tendered for purchase shall be paid to the Bank to pay any Reimbursement Obligations owing to it for any such drawing made under the Letter of Credit pursuant to this Section 6.11. If for any reason funds are not available under the Letter of Credit for payment of the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such purchase date is not a Business Day), the Trustee shall immediately request from the Company funds sufficient to pay the purchase price of such Bonds pursuant to Section 4.2(e) of the Agreement by directing that the Company deposit such immediately available funds with the Trustee at its principal corporate trust office.

(d) Notwithstanding any other provision of this Indenture to the contrary, in the event that (i) the Remarketing Agent shall remarket any Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof and the proceeds of such remarketing are received by the Trustee after the Trustee has made a drawing under the Letter of Credit to pay the purchase price of such Remarketed Bonds, pursuant to subsection (c) above, or (ii) the Remarketing Agent shall subsequently remarket any Bonds held by the Trustee for the account of the Company and registered in the name of the Company, the purchase price of which Bonds were paid by the Trustee as a result of a drawing under the Letter of Credit, pursuant to subsection (b) above, then all proceeds of any such remarketing which necessitated a drawing under the Letter of Credit (or which would otherwise be payable to the Company as the Registered Owner of the Bonds) shall be paid by the Trustee to the Bank to satisfy the Reimbursement Obligations of the Company under the Letter of Credit Agreement, relating to such drawing under the Letter of Credit. The Trustee shall immediately notify the Bank

by facsimile or telephone, promptly confirmed in writing, that such proceeds are on deposit in the Bond Purchase Fund, and the Bank shall certify to the Trustee by facsimile, promptly confirmed in writing the amount of the Reimbursement Obligations of the Company under the Letter of Credit Agreement relating to such drawing under the Letter of Credit. When such obligations of the Company to the Bank under the Letter of Credit Agreement have been satisfied, then all such monies remaining in the Bond Purchase Fund shall be paid to the Company.

Section 6.12 Non-Presentment Of Bonds.

In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, or on the date set for purchase of such Bond pursuant to Section 4.1 or Section 4.2 hereof, then if funds sufficient to pay or purchase such Bond shall have been made available to the Trustee, all liability of the Issuer for the payment of such Bond and all liability of the Company for the purchase of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, and such funds shall not be invested, for the benefit of the owner of such Bond or the owner of such Unsurrendered Bond, as the case may be, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. Subject to applicable law, any monies so deposited with and held by the Trustee for the benefit of such persons, if any, for two (2) years after the date upon which such monies were so deposited, shall be paid to the Company or to the Bank as provided in Section 6.14 hereof, on written request of the Company or the Bank, as the case may be, and thereafter such persons shall look only to the Company for the purpose of payment from such monies, and the Trustee shall have no further liability with respect to such monies.

Section 6.13 Monies To Be Held In Trust.

All monies required to be deposited with or paid to the Trustee for account of the Bond Fund, the Acquisition and Construction Fund or the Bond Purchase Fund under any provision of this Indenture shall be held by the Trustee in trust, and except for (i) monies deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, (ii) monies held in the Bond Purchase Fund, and (iii) monies which have been deposited with the Trustee pursuant to Article VIII hereof, shall, while held by the Trustee constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 6.14 Repayment To The Company And The Bank From Bond Fund And Bond Purchase Fund.

Except as otherwise provided in Section 6.11(d) hereof, any amounts remaining in the Bond Fund, the Bond Purchase Fund or any other fund or account established pursuant to this Indenture after payment in full of the Bonds (or provision therefor having been made in accordance herewith), other than Bonds held by the Trustee pursuant to Section 6.11(b) hereof, the purchase price of all Bonds tendered or deemed to be tendered to the Trustee for purchase pursuant to Section 4.1 or Section 4.2 hereof, the payment of the fees, charges and expenses of the Trustee and all other amounts required to be paid hereunder and under the Agreement, the Notes and the Letter of Credit, shall be paid to the Company or the Bank, as provided in Section 9.5 of the Agreement and at such time the Notes shall be canceled and delivered to the Company.

Section 6.15 Additional Payments Under The Agreement.

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

Section 6.16 Tax Exemption Certificate And Agreement.

Notwithstanding anything in the Agreement or this Indenture to the contrary, the Trustee, at the written direction of the Company, pursuant to the Tax Exemption Certificate and Agreement, is hereby authorized to deposit monies in the Acquisition and Construction and the Bond Fund and to withdraw monies from the Acquisition and Construction and the Bond Fund.

Article VII.

Investment Of Monies.

Any monies held as part of the Acquisition and Construction Fund or the Bond Fund shall be invested and reinvested by the Trustee upon the oral direction of the Company, promptly confirmed in writing, in accordance with the provisions of Section 3.5 of the Agreement and the provisions of the Tax Exemption Certificate and Agreement. To the extent that the Company fails to direct the Trustee to invest as provided in this Article VII, the

Trustee shall invest any such monies on deposit in the Acquisition and Construction Fund in Investment Obligations described in clause (iv) of the definition thereof. Any monies derived from a drawing under the Letter of Credit and deposited in the Bond Fund (including any monies held for the payment of a particular Bond and any income derived from the investment of such monies), if invested or reinvested, shall be invested or reinvested in Governmental Obligations which mature in not more than thirty (30) days or as needed to make timely payment of principal of and interest on the Bonds. The Trustee may make any and all such investments through its own bond department. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or subaccount for which they were made. The interest accruing thereon and any profit realized from such investments shall be credited to such fund, account or subaccount and any net loss resulting from such investments shall be charged to such fund, account or subaccount. The Trustee, at the direction of the Company, shall sell and reduce to cash a sufficient amount of such investments of the Acquisition and Construction Fund, as specified in such direction, whenever the cash balance in the Acquisition and Construction Fund is insufficient to pay a requisition when presented or to comply with the provisions of the Tax Exemption Certificate and Agreement. The Trustee shall sell and reduce to cash a sufficient amount of such investments of the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, and interest on the Bonds when due or to comply with the provisions of the Tax Exemption Certificate and Agreement; provided, that the Trustee shall first sell and reduce to cash those investments of the Bond Fund which mature earliest.

Any monies held as part of the Bond Purchase Fund shall not be invested or reinvested by the Trustee.

Article VIII.

Discharge Of Lien.

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the owners from time to time of the Bonds, the principal, premium, if any, and interest due or to become due thereon on the dates and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of monies due or to become due according to the provisions hereof, and the Company and the Land Trust shall pay or cause to be paid all Reimbursement Obligations of the Company and the Land Trust to the Bank under the Letter of Credit Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, which reimbursement is not

due and payable under the Letter of Credit Agreement) and other amounts due and payable to the Bank under the Letter of Credit Agreement (except as aforesaid), then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the lien of this Indenture shall be canceled and discharged (except with respect to monies held by the Trustee hereunder and except that the rights and obligations of the Trustee under the Tax Exemption Certificate and Agreement shall also continue, together with the rights and immunities of the Issuer hereunder), and upon written request of the Issuer or the Company, the Trustee shall execute and deliver to the Issuer such instruments in writing as shall be requisite to cancel and discharge the lien hereof and thereof, and reconvey, release, assign and deliver unto the Issuer and the Company, respectively, the estate, right, title and interest in and to any and all property conveyed, assigned or pledged to the Trustee or otherwise subject to the lien of this Indenture, except amounts in the Bond Fund or the Bond Purchase Fund required to be paid to the Company or the Bank, as the case may be, under Section 6.14 of this Indenture. Simultaneously with such discharge, the Trustee shall cancel the Notes and return them to the Company and the Land Trust, respectively, and shall cancel the Letter of Credit and return it to the Bank.

Any Bond shall be deemed to be paid within the meaning of this Article VIII when payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption prior to maturity as provided in this Indenture or upon payment of the purchase price on a purchase date, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) during the Adjustable Rate Period or the Fixed Rate Period, shall have been provided by irrevocably depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (A) monies sufficient to make such payment, and/or (B) Governmental Obligations (provided that in the opinion of Bond Counsel such deposit will not adversely affect the exclusion of interest on Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes or cause any of the Series 1997-A Bonds to be classified as "arbitrage bonds", within the meaning of Section 148 of the Code and the Regulations; provided further that the Trustee shall have received written confirmation from the Rating Agency that such deposit will not result in a reduction or a withdrawal of the rating on the Bonds;) maturing as to principal and interest in such amounts and on such dates as will provide sufficient monies without reinvestment to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made and all other liabilities of the Company and the Land Trust under the Agreement shall have been paid or the payment thereof provided for to the satisfaction of the Trustee; provided, however, that (i) any such provision for the payment of Bonds must be made with Available Monies or Governmental Obligations acquired with Available Monies, (ii) in determining the sufficiency of the monies and/or Government Obligations or such other

obligations deposited with it, the Trustee shall be entitled to receive and may rely on a verification report of a nationally recognized independent certified public accountant or a nationally recognized firm of independent certified public accountants, and (iii) an opinion of counsel (which may be independent counsel) to the effect that all conditions precedent to the satisfaction and discharge of this Indenture have been satisfied. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes set forth in Sections 2.7 and 2.8 hereof and any such payment from such monies or Governmental Obligations or such other obligations on the date or dates specified at the time of such deposit.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid

until the Company or the Land Trust, on behalf of the Issuer, shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

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

- (b) to call for redemption pursuant to the Indenture any Bonds to be redeemed prior to maturity pursuant to subsection (a) hereof; and

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

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

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

Article IX.

Default Provisions And Remedies Of Trustee And Bondholders.

Section 9.1 Defaults; Events Of Default.

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

- (a) failure to pay interest on any Bond when such interest shall have become due and payable;
- (b) failure to pay the principal of, or premium, if any, on any Bond, when due, whether at the stated maturity thereof or upon proceedings for redemption thereof;
- (c) failure to pay when due the purchase price of any Bond tendered or deemed to be tendered to the Trustee for purchase pursuant to Section 4.1 or Section 4.2 hereof when due;
- (d) receipt by the Trustee of written notice from the Bank of the occurrence of an "Event of Default" under the Letter of Credit Agreement and requesting the Trustee to accelerate the payment of the principal of and interest on the Bonds;
- (e) the Bank shall (i) make an assignment for the benefit of its creditors, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) file a petition to take advantage of any applicable insolvency or reorganization statute, (iv) suspend payment of its obligations, (v) become insolvent, (vi) consent to the appointment of any receiver, conservator, liquidating agent or committee or governmental authority or Trustee in any insolvency, readjustment of debt, marshalling of assets or liabilities or similar proceedings of or relating to the Bank or of or relating to all or any substantial part of its property, or (vii) take any corporate action for the purpose of effecting any of the foregoing, or (viii) an order, judgment or

decree of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator or Trustee in any insolvency, readjustment of debt, marshalling of assets or liabilities or similar proceedings of or relating to the Bank or of or relating to all or any substantial part of its property, or the winding-up or liquidation of its affairs, shall have been entered without the consent of the Bank, and such decree or order shall have remained in force undischarged or unstayed for a period of ninety (90) days from the date of entry thereof;

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

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

(h) the failure of the Bank to honor a drawing under the Letter of Credit or the Bank repudiates the Letter of Credit.

Section 9.2 Acceleration.

Upon (i) the occurrence of an Event of Default under Section 9.1(d), Section 9.1(e), Section 9.1(h) or, in the event a Letter of Credit is not in effect, Section 9.1(g) hereof (to the extent that the event of default under Section 9.1(g) results from an Event of Default under Section 6.1(d) of the Agreement), the Trustee shall, or (ii) the occurrence of any other Event of Default hereunder the Trustee may with the consent of the Bank, and upon the written request of the owners of not less than a majority in aggregate principal amount of Bonds then outstanding and with the consent of the Bank shall, declare the principal of all Bonds then outstanding and the interest accrued thereon to the date of such declaration immediately due and payable, and such principal, interest, and any premium the Issuer shall have become obligated to pay prior to such date, if any, shall thereupon become and be immediately due and payable. Upon any declaration of acceleration hereunder the Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable under Section 4.2(a) of the Agreement and on the Notes in accordance with Section 6.2(a) of the Agreement, and, if the Letter of Credit is then in effect, the Trustee shall as soon as possible and in no event later than 12:00 Noon, Chicago time, three (3) Business Days after such declaration, draw under the Letter of Credit to the fullest extent permitted by the terms thereof to pay the principal of, and accrued interest on, the Bonds and shall fix the date upon which funds shall be applied as provided in Section 9.7 of this Indenture. Interest shall accrue to the date on which the principal of, premium, if any, and interest on the Bonds is paid. As soon as practicable upon any such declaration of acceleration, the Trustee shall give written notice thereof to the Issuer, the Company, the Land Trust, the Owners of the Bonds and the Remarketing Agent; provided, that failure to

give such notice shall not affect the validity or effectiveness of such declaration.

Section 9.3 Other Remedies; Rights Of Bondholders.

Upon the occurrence of an Event of Default hereunder of which the Trustee has actual knowledge, the Trustee may, in addition or as an alternative to the remedy provided for in Section 9.2 hereof, exercise and enforce such remedies and rights as shall exist under the Agreement and the Notes or pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding.

If an Event of Default shall have occurred, and if requested so to do by the owners of a majority in aggregate principal amount of Bonds then outstanding and indemnified as provided in Section 10.1(l) hereof, the Trustee shall be obligated to exercise such one (1) or more of the rights and powers conferred by this Section 9.3, as the Trustee, being advised by counsel, shall deem in the best interests of the Owners of the Bonds; provided, however, that the Trustee shall have the right to decline to comply with any such request if the Trustee shall be advised by counsel (who may be its own counsel) that the action so requested may not lawfully be taken or the Trustee in good faith shall determine that such action would be unjustly prejudicial to the Owners of the Bonds not parties to such request. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Owners of the Bonds) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the owners of the Bonds hereunder or now or hereafter existing at law or in equity.

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

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

Section 9.4 Right Of Bank And Bondholders To Direct Proceedings.

Subject to the provisions of Section 10.1(l) hereof, anything in this Indenture to the contrary notwithstanding, the Bank or the Owners of a majority in aggregate principal amount of the Bonds then outstanding with the consent of the Bank, shall have the right, as long as it is reasonable, at

any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture; and shall not result in the personal liability of the Trustee; and provided further, that the Bank shall have no such right to direct proceedings relating to remedies against the Bank, including any drawings under the Letter of Credit. In the event of conflict between the directions of the Bank and those of the Owners of the Bonds with respect to an Event of Default, the directions of the Bank shall prevail so long as the Bank is not in default under the Letter of Credit and so long as an event of default described in Section 9.1(e) hereof has not occurred. The Trustee may take any other action under this Indenture which is not inconsistent with such direction.

Section 9.5 Appointment Of Receivers.

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

Section 9.6 Waiver.

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

Section 9.7 Application Of Monies.

All monies (other than monies derived from a drawing under the Letter of Credit and monies held pursuant to Section 6.12 hereof) received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX or pursuant to Section 6.11 hereof shall, after payment to the Trustee and any predecessor trustees as provided in Section 10.2 hereof, be deposited in the Bond Fund; all monies derived from a drawing under the Letter of Credit to pay the principal of and interest on the Bonds shall be

deposited in a separate, segregated account in the Bond Fund; and all monies in the Bond Fund (other than monies held for the payment of a particular Bond) during the continuation of an Event of Default hereunder shall be applied in the order of priority set forth in Section 6.4 hereof, as follows:

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

First -- To the payment to the persons entitled thereto of all interest then due on the Bonds (other than Bonds held by the Trustee pursuant to Section 6.11(b) hereof), and, if the amount available shall not be sufficient to pay said amount in full, then to the payment ratably, according to the amounts due, to the persons entitled thereto, without any discrimination or privilege;

Second -- To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which monies are held pursuant to the provisions of this Indenture, and other than Bonds held by the Trustee pursuant to Section 6.11(b) hereof), and, if the amount available shall not be sufficient to pay in full such unpaid principal and premium, then to the payment ratably to the persons entitled thereto without any discrimination or privilege;

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

Fourth -- To the payment of the principal of, premium, if any, and interest on the Bonds held by the Trustee pursuant to Section 6.11(b) hereof in the same manner as above provided.

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

First -- To the payment of the principal and interest then due and unpaid upon the Bonds (other than Bonds held by the Trustee pursuant to Section 6.11(b) hereof), without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond (other than Bonds held by the Trustee pursuant to Section 6.11(b) hereof), ratably, according to the amounts

due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege;

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

Third -- To the payment of principal of and interest on the Bonds held by the Trustee pursuant to Section 6.11(b) hereof in the same manner.

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

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

Section 9.8 Remedies Vested In Trustee.

All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without

the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds and any recovery of judgment shall be for the equal and ratable benefit of the owners of the Outstanding Bonds.

Section 9.9 Rights And Remedies Of Bondholders.

No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture, the Agreement or the Notes, or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder or thereunder, unless also a default has also occurred of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an Event of Default hereunder and the owners of a majority in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.1(l) hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name for sixty (60) days after such notification, request, and offer of indemnification; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, the Agreement or either Note, or for the appointment of a receiver or for any other remedy hereunder or thereunder; it being understood and intended that no one (1) or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, or their action or to enforce any right hereunder or thereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then outstanding. However, nothing contained in this Indenture, however, shall affect or impair the right of any owner of any Bond to enforce the payment of the principal or, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof on the date, at the place, from the source and in the manner in the Bonds expressed, or the payment of the purchase price of any Bond which is due and payable, subject to the rights of the Bank as set forth in Section 9.4 of this Indenture.

Section 9.10 Termination Of Proceedings.

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

Section 9.11 Waivers Of Events Of Default.

The Trustee may at its discretion waive any Event of Default hereunder and its consequences, other than any Event of Default under Section 9.1(d), 9.1(e) or Section 9.1(g) hereof (to the extent that the Event of Default under Section 9.1(g) results from a default under Section 6.1(d) of the Agreement), the waiver of which shall require the written consent of the Bank and rescind any declaration of acceleration of principal, and shall do so upon the written request of the owners of (1) a majority in aggregate principal amount of all the Bonds then outstanding with respect to which default in the payment of principal or interest, or both, exists, or with respect to which a default in the payment of the purchase price exists, or (2) a majority in aggregate principal amount of all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any default in the payment of the principal of or premium, if any, on any outstanding Bonds at the date of maturity specified therein or redemption prior to maturity, or (b) any default in the payment when due of the interest on any such Bonds, or (c) any default in the payment when due of the purchase price of any such Bonds tendered or deemed to be tendered for purchase under Section 4.1 or Section 4.2 hereof, unless prior to such waiver or rescission, all arrears of principal or interest, or both, with interest, to the extent permitted by law, on overdue installments at the rates of interest borne by the Bonds or all arrears of payments of such purchase price, as the case may be, and all expenses of the Trustee, in connection with such default shall have been paid or provided for; provided, that if the Trustee shall have made a drawing under the Letter of Credit in connection with any such Event of Default to be so waived, no such waiver shall be effective during any Weekly Rate Period or any Monthly Rate Period until the Trustee shall have received written confirmation from the Bank that the Letter of Credit shall have been reinstated to an amount equal to the outstanding principal amount of the Bonds plus interest thereon for thirty-five (35) days at the Maximum Rate, or during any Adjustable Rate Period or the Fixed Rate Period until the Letter of Credit shall have been reinstated to an amount equal to the outstanding principal amount of the Bonds, plus interest to accrue thereon for two hundred fifteen (215) days at the Fixed Rate, respectively; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have

been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon; provided further, that a waiver of any "Event of Default" under the Letter of Credit Agreement by the Bank and a rescission and annulment of its consequences by the Bank and (if the Event of Default hereunder is the event described in Section 9.1(d) hereof), a reinstatement of the Letter of Credit shall, upon written notice delivered to the Trustee from the Bank of such waiver, rescission, annulment and reinstatement, constitute a waiver of the corresponding Event of Default hereunder and a rescission and annulment of the consequences of such Event of Default.

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

Anything herein to the contrary notwithstanding, no default under Section 9.1(f) hereof shall constitute an Event of Default hereunder until notice of such default by registered or certified mail, return receipt requested, shall be given to the Issuer, the Company, the Bank and the Remarketing Agent by the Trustee or to the Issuer, the Company, the Trustee, the Bank and the Remarketing Agent by the owners of not less than a majority in aggregate principal amount of all Bonds then outstanding, which notice shall specify such default and request that said default be remedied, and the Issuer, and the Company shall have had ninety (90) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period.

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

Article X.

Trustee And Remarketing Agent.

Section 10.1 Acceptance Of Trusts.

The Trustee hereby accepts the respective trusts imposed upon it by this Indenture and by the Tax Exemption Certificate and Agreement, as the case

may be, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default hereunder and after the curing of all events of default which may have occurred hereunder, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and the Tax Exemption Certificate and Agreement. In case an Event of Default has occurred hereunder (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture and the Tax Exemption Certificate and Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

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

(c) The Trustee shall not be responsible for any recital herein or in the Tax Exemption Certificate and Agreement or the Bonds (except with respect to the certificate of the Trustee endorsed on the Bonds and the legend required by Section 2.2 hereof on and after the Conversion Date on which the Fixed Rate becomes effective), or for the validity of the execution by the Issuer of this Indenture or any supplemental indentures hereto, or of any instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured by this Indenture. In purchasing Bonds hereunder, the Trustee shall be acting as a conduit and shall not be purchasing Bonds for its own account. No provision of this Indenture shall require the Trustee to expend or risk its own funds.

(d) The Trustee shall not be accountable for the use of the proceeds of any Bonds authenticated or delivered under this Indenture. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee.

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

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

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

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

(i) At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein

conveyed, including all books, papers and records of the Issuer pertaining to the Project, the Premises and the Bonds, and to take such memoranda from and with regard thereto as may be desired.

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

(k) Notwithstanding anything elsewhere in this Indenture, the Agreement or Tax Exemption Certificate and Agreement, with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, the Agreement and the Tax Exemption Certificate and Agreement, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action at the request of owners of the Bonds referred to in Section 9.3, Section 9.4, Section 9.8 or Section 10.4 hereof and only upon taking any such action referred to in such Sections, the Trustee may require that a satisfactory indemnity be furnished by such owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, including without limitation any liability arising from any present or future federal, state or local law, statute, ordinance, rule or regulation relating to the protection of the environment or hazardous substances, except liability which is adjudicated to have resulted from its failure to comply with the standard of care prescribed by Section 10.1(a) hereof in the case of actions referred to in Sections 9.3, 9.4 and 9.8 hereof, and, in the case of an action referred to in Section 10.4 hereof, liability which is adjudicated to have resulted from its negligence or willful misconduct.

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

The Trustee shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder (including services rendered as paying agent and Bond Registrar) and all advances, counsel fees and other expenses made or incurred by the Trustee in connection with such services and in connection with entering into this Indenture. The Company has agreed to pay such fees and expenses to the Trustee pursuant to Section 4.2(c) of the Agreement. The Trustee shall also be entitled to payment of their reasonable fees, charges and expenses in the event that provision for the payment of the Bonds is made pursuant to Article VIII of this Indenture. The Trustee shall have a first (1st) lien for the foregoing fees, charges and

expenses with the right of payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate (other than monies derived from a drawing under the Letter of Credit or held for the payment of particular Bonds whether or not such payment is then due and owing, including monies held pursuant to Section 6.12 hereof) for the foregoing fees, charges and expenses incurred by it. The Trustee shall have no such lien for such fees, charges and expenses on monies in the Rebate Fund or in the Bond Purchase Fund or otherwise held hereunder for the payment of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase. Notwithstanding anything herein to the contrary, including the failure to pay fees and expenses, the Trustee shall at all times be required to (i) pay, to the extent monies are on deposit under this Indenture and available therefor, principal of, premium, if any, and interest on the Bonds when due at maturity, upon redemption prior to maturity, acceleration or otherwise, (ii) to make drawings under the Letter of Credit, when required to do so by the terms of this Indenture, and (iii) to accelerate payment of the principal of and interest on the Bonds when required to do so by the terms of this Indenture.

Section 10.3 Notice To Bondholders If Default Occurs.

If a default occurs of which the Trustee is by Section 10.1(h) hereof required to take notice or if notice of default be given as therein provided, then the Trustee shall promptly give written notice thereof by first class mail, postage prepaid, to the Bank, the Remarketing Agent, the Company and the Land Trust and the owner of each Bond as shown by the registration books required by the terms of Section 2.8 hereof to be kept at the principal trust office of the Trustee.

Section 10.4 Intervention By The Trustee.

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

Section 10.5 Successor Trustee.

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger or consolidation to which it is a party, shall be and become successor Trustee, hereunder and vested with all of the title to the Trust Estate and all the

trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. Any such successor Trustee, shall give notice thereof to the Issuer, the Company, the Land Trust, the Bank and the Remarketing Agent.

Section 10.6 Resignation By The Trustee.

The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days' written notice by first class mail, postage prepaid, to the Issuer, the Company, the Land Trust, the Bank, the Remarketing Agent and the owner of each Bond as shown by the registration books required by Section 2.8 to be kept by the Trustee, and such resignation shall take effect at the end of such thirty (30) days provided that a successor Trustee has been appointed by the owners of the Bonds or by the Issuer, or upon the earlier appointment of a successor Trustee by the owners of the Bonds or by the Issuer. However, if a successor Trustee is not so appointed, the Trustee may petition a court of competent jurisdiction to appoint such successor Trustee. All costs, fees and expenses related to such petition to any court shall be paid by the Company.

Section 10.7 Removal Of The Trustee.

The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer, the Company, the Land Trust, the Bank and the Remarketing Agent, and signed by owners of a majority in aggregate principal amount of Bonds then outstanding and may be removed by the Company by an instrument in writing delivered to the Trustee, the Issuer, the Land Trust, the Bank and the Remarketing Agent at any time as long as the Company is not in default of its obligations under the Agreement, the Company Note, the Remarketing Agreement, the Letter of Credit Agreement or the Tax Exemption Certificate and Agreement; provided, that no such removal shall be effective until a successor Trustee shall have been appointed pursuant to this Indenture.

Section 10.8 Appointment Of Successor Trustee By Bondholders Or Issuer.

In case the Trustee, hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may with the prior written consent

of the Company (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) and the Bank, be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the Issuer, the retiring Trustee, the successor Trustee, the Company, the Land Trust, the Bank and the Remarketing Agent. Pending such appointment by the owners of the Bonds, the Issuer may, with the consent of the Company (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee by an instrument in writing signed by an authorized officer of the Issuer, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the retiring Trustee, the successor Trustee, the Company, the Land Trust, the Bank and the Remarketing Agent. If the owners of the Bonds and the Issuer fail to so appoint a successor Trustee hereunder within thirty (30) days after the Trustee has given notice of its resignation, has been removed, has been dissolved, has otherwise become incapable of acting hereunder or has been taken under control by a public officer or receiver, the Trustee shall have the right to petition a court of competent jurisdiction to appoint a successor Trustee under this Indenture. All costs, fees and expenses related to such petition shall be paid by the Company. Every such Trustee appointed pursuant to the provisions of this Section 10.8 shall be a trust company or bank in good standing having a reported capital and surplus of not less than Twenty-five Million Dollars (\$25,000,000) if there be such an institution willing, qualified and able to accept the trust upon customary terms. Notwithstanding any of the provisions of this Article X to the contrary concerning the resignation or removal of the Trustee or the appointment of a successor Trustee, no such resignation, removal or appointment shall be effective until the Bank shall have issued and delivered to the successor Trustee (i) a substitute Letter of Credit in substantially the same form as the existing Letter of Credit, but in favor of the successor Trustee, whereupon the retiring Trustee shall simultaneously return the Letter of Credit then held by it to the Bank, or (ii) an amendment to the existing Letter of Credit evidencing transfer thereof in all respects to the successor Trustee, to the extent permitted by law and by the terms of the Letter of Credit.

Section 10.9 Concerning Any Successor Trustee.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument

transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder, and under the Tax Exemption Certificate and Agreement, and every predecessor Trustee shall deliver all securities and monies held by it as Trustee hereunder or thereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby or thereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder and thereunder, together with all other instruments provided for in this Article X, shall be filed or recorded by the successor Trustee in each recording office where the Indenture shall have been filed or recorded.

Section 10.10 Appointment Of Co-Trustee.

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

In the event that the Trustee appoints an additional individual or institution as a separate trustee or co-trustee, in the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers, trusts and remedies herein granted to the Trustee or to hold title to the Trust Estate or to take any other action which may be necessary or desirable in connection therewith, each and every remedy, power, right, obligation, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture or the Agreement, the Notes or the Tax Exemption Certificate and Agreement to be imposed upon, exercised by or vested in or conveyed to the Trustee with respect thereto shall be imposed upon, exercisable by and vest in such separate trustee or co-trustee, but only to the extent necessary to enable such separate trustee or co-trustee to

exercise such powers, rights, trusts and remedies, and every covenant and obligation necessary to the exercise thereof by such separate trustee or co-trustee shall run to and be enforceable by either of them. Such separate trustee or co-trustee shall deliver an instrument in writing acknowledging and accepting its appointment hereunder to the Issuer, the Trustee, the Company, the Land Trust, the Bank and the Remarketing Agent.

Should any instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. If the Issuer shall fail to deliver the same within fifteen (15) days of such request, the Trustee is hereby appointed attorney-in-fact for the Issuer to execute, acknowledge and deliver such instruments in the name and stead of the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee. The Trustee shall not be liable for the acts or omissions of separate trustee or co-trustee.

Section 10.11 Remarketing Agent.

The Issuer and the Company shall, with the consent of the Bank, which consent shall not be unreasonably withheld, appoint the Remarketing Agent, subject to the conditions hereinafter set forth, and the Remarketing Agent shall act as the agent of the Issuer in determining the Weekly Rate, the Monthly Rate, the Adjustable Rate and the Fixed Rate pursuant to Sections 2.2 and 2.13 hereof, and shall act as the agent of the Company in connection with the remarketing of the Bonds pursuant to Section 4.3 of this Indenture. The Remarketing Agent shall designate to the Trustee its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Company, the Trustee and the Bank (which written instrument may be the Remarketing Agreement), under which the Remarketing Agent will agree to fulfill its duties and obligations set forth in this Indenture and keep such books and records with respect to its duties as Remarketing Agent as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Trustee, the Issuer, the Company, the Land Trust and the Bank at all reasonable times. The Issuer hereby appoints Gates Capital Corporation as the initial Remarketing Agent.

Any Remarketing Agent appointed subsequent to the initial Remarketing Agent shall be a member of the National Association of Securities Dealers, Inc., or a commercial bank chartered under the laws of the United States of

America or any state thereof, having net capital of at least Ten Million Dollars (\$10,000,000) and authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least ninety (90) days written notice to the Issuer, the Company, the Land Trust, the Bank and the Trustee. The Remarketing Agent may be removed at any time by the Issuer, at the direction of the Company, by an instrument filed with the Remarketing Agent, the Land Trust and the Trustee. Upon any such resignation or removal, the Issuer, at the direction of the Company, and the Company shall with the consent of the Bank (which consent shall not be unreasonably withheld), appoint a successor Remarketing Agent by an instrument filed by the Issuer, the Company and the Bank with the Remarketing Agent and the Trustee. Any such successor Remarketing Agent, upon its appointment pursuant to the terms and conditions hereof, shall succeed to and become vested with all the rights, powers, privileges and duties of the former Remarketing Agent.

Article XI.

Supplemental Indentures.

Section 11.1 Supplemental Indentures Not Requiring Consent Of Bondholders.

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

- (a) to cure any ambiguity or formal defect or omission in this Indenture or to make any other change, or to make any other change which, in the judgment of the Trustee, is not to the prejudice of the owners of the Bonds;
- (b) to grant to or confer upon the Trustee for the benefit of the owners of the Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bonds or the Trustee;
- (c) to provide for an Alternate Credit Facility pursuant to Section 5.9(e) of the Agreement and to make any other change necessary to facilitate the provision of a substitute Letter of Credit or an Alternate Credit Facility;
- (d) to permit fully registered Bonds to be exchanged for coupon Bonds (which may be registrable as to principal only) upon receipt by the Issuer, the Company, and the Trustee of an opinion of Bond Counsel to the effect that the exchange of fully registered Bonds for Bonds in coupon form is permitted by applicable law and does not have an adverse effect on the

exclusion of interest on the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes;

(e) to make further provisions for a book-entry system of registration for the Bonds upon receipt by the Issuer, the Company and the Trustee of an opinion of Bond Counsel to the effect that the provision for a book-entry system of registration for the Bonds is permitted by applicable law and does not have an adverse effect on the exclusion of the interest on the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes;

(f) to provide for the purchase of Bonds on the open market on behalf of the Company from funds derived through drawings under the Letter of Credit, provided that the Company provides the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes; provided further, that such purchase will not, in the judgment of the Trustee have an adverse effect on the security provided to the owners from time to time of the Bonds by this Indenture;

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

(h) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted or required by said Trust Indenture Act of 1939, as amended, a similar federal statute or such state securities laws;

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

(j) to secure or maintain ratings from the Rating Agency in both the highest short-term or commercial paper debt Rating Category and also in either of the two (2) highest long-term debt Rating Categories of the Rating Agency, which changes will not restrict, limit or reduce the respective obligations of the Company and the Land Trust to make payments sufficient to pay the principal of, premium, if any, and interest on the Bonds or otherwise materially adversely affect the owners of the Bonds under this Indenture, but only if there shall be supplied to the Company, the Issuer, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or

amendment does not adversely affect the exclusion of the interest on the Series 1997-A Bonds from gross income of the owners thereof for purposes of federal income tax purposes; or

(k) to make any change on a Mandatory Tender Date set forth in section 4.2 hereof, so long as such change is disclosed to the purchasers of the Bonds on and after such Mandatory Tender Date, and so long as there shall be supplied to the Company, the Issuer, the Trustee, the Bank and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment does not adversely affect the exclusion of interest on the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes.

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

Section 11.2 Supplemental Indentures Requiring Consent Of Bondholders.

Exclusive of supplemental indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as permitting, without the consent of the owners of one hundred percent (100%) in aggregate principal amount of the Bonds then outstanding, (a) an extension of the maturity (or mandatory redemption date) of the principal of, premium, if any, or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or redemption premium on, or the Weekly Rate, the Monthly Rate, the Adjustable Rate or the Fixed Rate, borne by, any Bond issued hereunder, except as provided in Section 2.2 hereof, or a change in the method of calculating the Weekly Rate, the Monthly Rate, the Adjustable Rate or the Fixed Rate, or (c) a change of any date upon which any Bond may be purchased in accordance with the terms thereof and the provisions of Sections 4.1 and 4.2 of this Indenture, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture or for consent to any amendment, change or modification to the Agreement or either Note, as provided in Section 12.2

hereof, or (f) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (g) the deprivation of the owner of any Bond then outstanding of the lien hereby created on the Trust Estate.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 11.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail, postage prepaid, to the owner of each Bond then outstanding as shown by the registration books required by the terms of Section 2.8 hereof to be kept at the office of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all owners of the Bonds. If, within sixty (60) days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the owners of not less than a majority or one hundred percent (100%), as the case may be, in aggregate principal amount of the Bonds then outstanding shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 11.2 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 11.3 Consent Of Company, Land Trust And Bank.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XI shall not become effective unless and until the Company and the Land Trust (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) and the Bank shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution of any such supplemental indenture, together with a copy of the proposed supplemental indenture, to be given by first class mail, postage prepaid, to the Company, the Land Trust and the Bank at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture. The Company and the Land Trust shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Company and the Land Trust on or before 4:30 P.M., local time, at the principal corporate trust office of the Trustee, on the fifteenth (15th) day after the mailing of said notice.

Section 11.4. Notices To Remarketing Agent.

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

Article XII.

Amendment Of Agreement And Notes.

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

The Issuer and either Trustee may, without the consent of or notice to the Owners of the Bonds, consent to any amendment, change or modification of the Agreement and the exhibits thereto or either Note as may be required (i) by the provisions of the Agreement or this Indenture; (ii) for the purpose of curing any ambiguity or formal defect or omission or in connection with any other change therein, provided, that no such change in the judgment of the Trustee is to the prejudice of the owners of the Bonds; (iii) to provide for an Alternate Credit Facility pursuant to Section 5.9(e) of the Agreement and to make any other change necessary to facilitate the provision of a substitute Letter of Credit or an Alternate Credit Facility; (iv) to secure or maintain ratings from the Rating Agency in both the highest short-term or commercial paper debt rating category and also in either of the two (2) highest long-term debt rating categories of the Rating Agency; (v) to provide for the purchase of Bonds on the open market on behalf of the Company from funds derived through drawings under the Letter of Credit; or (vi) for the purpose of making any change on a Mandatory Tender Date set forth in Section 4.2 hereof, so long as such change is disclosed to the purchasers of the Bonds on and after such Mandatory Tender Date; provided, that with respect to any such amendment the Company provides the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law, and does not have an adverse effect on the exclusion of the interest on the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes.

Section 12.2. Amendments, Et Cetera, To Agreement Or Notes Requiring Consent Of Bondholders.

Except for the amendments, changes or modifications as provided in Section 12.1 hereof, the Issuer and the Trustee shall not consent to any other amendment, change or modification of the Agreement, or either Note

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

Section 12.3 Consent Of Bank.

Anything herein to the contrary notwithstanding, any amendment, change or modification of the Agreement or either Note under this Article XII shall not become effective unless and until the Bank shall have consented to the execution and delivery of such amendment, change or modification. In this regard, the Issuer shall cause the Trustee to give notice of the proposed execution of any such amendment, change or modification, together with a copy of the proposed amendment, change or modification, to be given by first class mail, postage prepaid, to the Bank at least fifteen (15) days prior to the proposed date of execution and delivery of any such amendment, change or modification.

Section 12.4 Notice To Remarketing Agent.

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

*Article XIII.**Amendment Of Letter Of Credit.*

The Trustee may, without the consent of or notice to the owners of the Bonds, consent to any amendment, change or modification of the Letter of Credit or the exhibits thereto as may be required (i) for the purpose of curing any ambiguity or formal defect or omission; or (ii) for the purpose of securing or maintaining a credit rating on the Bonds from a Rating Agency; or (iii) in connection with any other change which, in the judgment of the Trustee, does not adversely affect the interests of the owners of the Bonds, if the Company provides the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law, and does not have an adverse effect on the exclusion of the interest on the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes; provided, however, that the Trustee shall not consent to any other change, modification or amendment to the Letter of Credit without notice to and the written consent or approval of the owners of not less than one hundred percent (100%) in aggregate principal amount of the Bonds then outstanding. The Trustee shall give written notice to the Remarketing Agent of any amendment or supplement to the Letter of Credit, together with a copy of such amendment or supplement, entered into pursuant to this Article XIII.

*Article XIV.**Miscellaneous.***Section 14.1 Consents, Et Cetera, Of Bondholders.**

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

- (a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgements within such jurisdiction that the person signing such writing acknowledged before him the execution

thereof, or by an affidavit of any witness to such execution, or in any manner satisfactory to the Trustee.

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

In determining whether the owners of the requisite principal amount of Bonds outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company, the Land Trust (or any beneficiary thereof) or any affiliate of the Company, the Land Trust (or any beneficiary thereof) shall be disregarded and deemed not to be outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this Section 14.1, (a) an "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company, the Land Trust (or any beneficiary thereof); and (b) "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the right of the pledgee so to act with respect to such Bonds and that the pledgee is not the Company, the Land Trust (or any beneficiary thereof) or any affiliate of the Company or the Land Trust (or any beneficiary thereof).

Notwithstanding the foregoing paragraph, Bonds owned by the Company, the Land Trust (or any beneficiary thereof) or any affiliate of the Company, the Land Trust (or any beneficiary thereof) shall be deemed to be outstanding under the Indenture if all the Bonds outstanding at the time are owned by the Company, the Land Trust (or any beneficiary thereof) or an affiliate of the Company, the Land Trust (or any beneficiary thereof); provided, however, that in such event the Company, the Land Trust (or any beneficiary thereof) or such affiliate may not consent to any supplement to this Indenture that would adversely affect the validity of the Bonds or the exclusion of the interest on the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes; provided further, that if a supplement to this Indenture is executed at a time when the Company, the Land Trust (or any beneficiary thereof) or any affiliate is the owner of all the outstanding Bonds, Bond Counsel shall rendered an opinion that the execution of the supplement to this Indenture does not have an adverse

effect on the validity of the Bonds or the execution of the interest on the Series 1997-A Bonds from gross income of the owners thereof for federal income tax purposes.

Section 14.2 Limitation Of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, the Company, the Land Trust, the Remarketing Agent, the Bank and the owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions therein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Company, the Land Trust, the Remarketing Agent, the Bank and the owners from time to time of the Bonds as herein provided.

Section 14.3 Notice To Rating Agency.

If a rating is obtained for the Bonds from the Rating Agency and the Trustee is notified of such rating, the Trustee shall promptly furnish notice to the Rating Agency that has assigned such rating of (i) any change of the Trustee or the Remarketing Agent, (ii) any change in the Agreement, the Remarketing Agreement, the Letter of Credit Agreement or this Indenture, (iii) the expiration or renewal of the term of the Letter of Credit, (iv) the issuance of any substitute Letter of Credit, (v) the conversion of the interest rate on the Bonds, (vi) the acceleration of the payment of the principal of and interest on the Bonds pursuant to the provisions of Section 9.2 hereof, or (vii) the redemption by the Issuer of all of the Bonds outstanding hereunder prior to maturity.

Section 14.4 Severability.

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

Section 14.5 Notices.

Unless otherwise specifically provided herein, any notice, request, complaint, demand, communication or other paper shall be sufficiently

given and shall be deemed given when the same are: (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties: if to the Issuer, at City Hall, Chicago, Illinois 60602, Attention: Chief Financial Officer; with a copy to the same address, Attention: Finance and Economic Development Division, Department of Law; if to the Trustee, at 1001 South Worth Avenue, Birmingham, Michigan 48009, Attention: Corporate Trust Department; if to the Bank, at 325 North Milwaukee Avenue, Libertyville, Illinois 60048, Attention: Commercial Loan Department; if to the Remarketing Agent, at 100 Park Avenue, New York, New York 10017, Attention: Municipal Finance Department; if to the Company, at 4420 South Wolcott Avenue, Chicago, Illinois 60609, Attention: _____; and if to the Land Trust, at 104 North Oak Park Avenue, Oak Park, Illinois 60301, Attention: Land Trust Department. A duplicate copy of each notice required to be given hereunder by the Issuer or the Trustee to the other shall also be given to the Company, the Land Trust, the Bank and the Remarketing Agent.

Section 14.6 Payments Due On Non-Business Days.

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

Section 14.7 Action By Company Or Land Trust.

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

Section 14.8 Counterparts.

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

Section 14.9 Applicable Provisions Of Law.

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

Section 14.10 Captions.

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

Section 14.11 References To Bank And Letter Of Credit.

At any time subsequent to the Stated Termination Date, but only upon satisfaction of all Reimbursement Obligations, all references herein to the Bank and the Letter of Credit shall be ineffective.

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

City of Chicago, Illinois

By: _____
Chief Financial Officer

[Seal]

Attest:

City Clerk

First of America Bank, N.A., as
Trustee

By: _____

Its: _____

[Seal]

Attest:

Its: _____

AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO
SPECIAL FACILITIES AIRPORT REVENUE BONDS,
SERIES 1997 ON BEHALF OF CENTERPOINT
O'HARE, L.L.C.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago Special Facilities Airport Revenue Bonds, Series 1997 on behalf of CenterPoint O'Hare, L.L.C. in an amount not to exceed \$55,000,000, 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.

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Alderman Burke 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:

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 owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, The City, as lessor, and O'Hare Tech Center Associates, L.P., an Illinois limited partnership ("Lessee"), as Lessee, entered into that certain ground lease dated August 15, 1995, as amended and supplemented by that certain Corrective and Implementing Supplement to Ground Lease dated May 8, 1996 (collectively, the "First Amended Ground Lease") pursuant to which approximately fifty (50) acres of land (the "Premises") located within the perimeter boundaries of the Airport on the northwest corner of Irving Park and Mannheim Roads, in Chicago, Illinois (commonly known as Site 19 at the Airport), were leased to the Lessee for the purpose of designing, constructing, furnishing, equipping and leasing air cargo and other facilities related to the operation of the Airport (the "Project"); and

WHEREAS, The Lessee assigned its interest in the First Amended Ground Lease to CenterPoint O'Hare, L.L.C., an Illinois limited liability company ("Developer"), by an Assignment and Assumption of Ground Lease dated May 10, 1996, consented to in advance by the City in a letter to Lessee dated April 22, 1995, and said First Amended Ground Lease was further

amended and supplemented by that certain Second Corrective and Implementing Supplement to Ground Lease dated October 25, 1996 between the City and the Developer (the First Amended Ground Lease, as amended and supplemented by the Second Amendment is hereinafter referred to as the "Second Amended Ground Lease"); and

WHEREAS, The Developer and the City desire to amend further the Second Amended Ground Lease to provide, among other things, for the shortening of the remaining term thereof and the granting of an option to extend such term, which further amendment is necessary to facilitate the tax-exempt bond financing contemplated by this ordinance; and

WHEREAS, The Developer has requested the City to authorize the issuance of its City of Chicago Variable/Fixed Rate Demand Special Facilities Airport Revenue Bonds (CenterPoint O'Hare, L.L.C. Project) Series 1997 (hereinafter referred to collectively as the "Bonds") in an amount not to exceed Fifty-five Million Dollars (\$55,000,000) for the purpose of providing funds to finance a portion of the costs of the Project and certain other purposes as described herein; and

WHEREAS, Upon the issuance of the Bonds, the City and the Developer will enter into a Loan Agreement (the "Loan Agreement") in substantially the form attached hereto as Exhibit A, to provide, among other things, for the payment by the Developer of such amounts as shall enable the City to pay when due the principal of, premium, if any, and interest on the Bonds; and

WHEREAS, To secure such Bonds, the City will enter into an Indenture of Trust (the "Indenture") in substantially the form attached hereto as Exhibit B; and

WHEREAS, The City has determined that it is necessary and advisable to issue the Bonds pursuant to the Indenture for the purpose of (a) paying Project Costs and (b) paying the expenses of issuance of the Bonds; now, therefore,

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

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

SECTION 2. Definitions. Terms used in this ordinance and not otherwise defined herein shall have meanings assigned in the attached form of the Indenture. In addition, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Amendment" means that certain amendment to Ground Lease between the Developer and the City in substantially the form of Exhibit C attached hereto, together with such modifications and completions as may be approved by the Executive Officer of the City executing the amendment.

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

"City Clerk" means the city clerk of the City or the deputy city clerk of the City.

"Executive Officer" means the mayor of the City, the chief financial officer of the City, the commissioner of the Department of Aviation 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 the indenture to be performed by an officer or official of the City.

"Indenture" means the indenture of trust in substantially the form of Exhibit B attached hereto, together with such modifications and completions as may be approved by the Executive Officer of the City executing the indenture.

"Loan Agreement" means that certain loan agreement between the City and the Developer in substantially the form of Exhibit A attached hereto, together with such modifications and completions as may be approved by the Executive Officer of the City executing the loan agreement.

"Payments" means the sums required to be paid by the Developer to the trustee, as assignee of the City, under Section 4.2 of the Loan Agreement.

"Placement Agents" means the First National Bank of Chicago and LaSalle National Bank or any affiliate thereof.

"Project" means the financing, designing, constructing, furnishing, equipping and leasing of air cargo facilities and other improvements related to the operation of the Airport at the Premises.

"Project Costs" means all costs of completing the Project as more particularly described in Section 4.01 of the Indenture.

"Trustee" means a bank or trust company located in the City or New York, New York, as trustee under the Indenture, and its successors in trust.

SECTION 3. Authorization Of The Financing Of The Project. The financing of the cost of the Project shall be and is hereby authorized as

provided herein. It is hereby found and declared that the financing of all or a portion of the cost of the Project and the use thereof by the Developer, as herein provided, constitutes a valid public purpose within the meaning of the Constitution, and that in order further to secure the Bonds, the pledge and assignment by the City under the Indenture of certain of its rights under the Loan Agreement is necessary and proper.

SECTION 4. Authorization Of Bonds.

(a) The Bonds are hereby authorized to be issued in an aggregate principal amount of not to exceed Fifty-five Million Dollars (\$55,000,000) pursuant to the Indenture for the purposes specified in Section 5.

(b) The Bonds shall mature not later than August 14, 2045 (subject, however, to the maturity of the Bonds being extended in accordance with the Indenture, provided that no such extension shall cause the Bonds to mature later than August 14, 2055), and shall bear interest until paid at the varying rates as provided in the Indenture, not in excess of fourteen percent (14%) per annum.

(c) The Bonds shall be entitled "City of Chicago Variable/Fixed Rate Demand Special Facilities Airport Revenue Bonds (CenterPoint O'Hare, L.L.C. Project) Series 1997" and may be issued in one (1) or more separate series, appropriately designated to indicate the order of their issuance. Each Bond shall be issued in fully registered form and in the denominations set forth in the Indenture; and shall be dated and numbered and further designated and identified as provided in the 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 Bonds to be issued, the date or dates thereof, the maturities thereof, any provisions for optional and mandatory redemption thereof, any provisions for the purchase and remarketing of the Bonds, the rate or rates of interest payable thereon or method for determining such rate or rates and the first interest payment date thereof and to select the Trustee.

(e) The Bonds may be issued in either certificated or book-entry form as determined by an Executive Officer. In connection with the issuance of any 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.

SECTION 5. Purposes. The Bonds are to be issued for the following purposes, as determined by an Executive Officer at the time of the sale of the Bonds:

(a) the payment, or the reimbursement for the payment, of all or a portion of the Project Costs (including capitalized interest); and

(b) the payment of the costs of issuing the Bonds, including certain administrative costs and expenses.

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

SECTION 6. The Bonds Are Limited Obligations. The Bonds, together with the obligation to pay interest thereon, shall be limited obligations of the City secured solely by a pledge of the Payments derived by the City under the Loan Agreement and by other specified sources described in the Indenture, and shall be a valid claim of the registered owners thereof only against the funds and other monies held by the Trustee with respect thereto and such Payments derived by the City under Section 4.2 of the Loan Agreement. The Bonds and the obligation to pay interest thereon are not general obligations of the City and do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against the City's general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois or otherwise. The Project is not security for the Bonds and the Bonds are not secured by any other properties or improvements at or comprising the Airport or any other revenues derived by the City from the operation of the Airport.

SECTION 7. Approval Of Indenture And Loan Agreement. The form of the Loan Agreement and the Indenture attached hereto as Exhibit A and Exhibit B, respectively, are hereby approved in all respects. Any Executive Officer is hereby authorized to execute and deliver the Indenture and the Loan Agreement for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. The Indenture and the Loan Agreement, as executed and delivered by the City, may contain such changes or revisions as shall be approved by the Executive Officer executing the Indenture and the Loan Agreement, 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. Approval Of Amendment. The form of the Amendment attached hereto as Exhibit C is hereby approved in all respects. Any Executive Officer is hereby authorized to execute and deliver the Amendment for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the

City or a facsimile thereof. The Amendment, as executed and delivered by the City, may contain such changes or revisions as shall be approved by the Executive Officer executing the Amendment, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

SECTION 9. Assignment. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bonds, the City will, in the Indenture, assign and pledge to the Trustee (i) the Payments derived by the City under Section 4.2 of the Loan Agreement and (ii) certain rights and remedies of the City under the Loan Agreement to enforce payment thereof.

SECTION 10. Sale Of Bonds.

(a) Subject to the limitations contained in this ordinance, authority is hereby delegated to any Executive Officer of the City to sell the Bonds to or upon the order of the Placement Agents, as co-placement agents, pursuant to one (1) or more placement agreements between the City and such co-placement agents; provided that the aggregate purchase price of the Bonds shall be one hundred percent (100%) of the aggregate principle amount thereof.

(b) Any Executive Officer, with the concurrence of the Chairman of the Committee on Finance of the City Council, is hereby authorized to execute and deliver one (1) or more placement agreements in substantially the form of the placement agreements or contract or purchase used in connection with the previous sales of airport special facilities revenue bonds by the City, together with such changes and revisions 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 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. Upon the filing of such certificate, such Executive Officer shall also file with the City Clerk one (1) copy of each private placement memorandum and executed placement agreement in connection with the Bonds. Each filing shall be made as soon as practicable subsequent to the execution of the placement agreement.

(d) Any Executive Officer of the City is hereby authorized to cause to be prepared the form of preliminary private placement memorandum describing the Bonds. The preliminary private placement memorandum shall be in substantially the form of the private placement memoranda or official statements used in connection with previous sales of airport special facilities 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 private placement memorandum to prospective purchasers and the use thereof by the Placement Agents in connection with the offering of the Bonds are hereby authorized and approved. Any Executive Officer of the City is hereby authorized to permit the distribution of the final private placement memorandum, in substantially the form of said preliminary private placement memorandum, with such changes, omissions, insertions and revisions thereto and completions thereof as such Executive Officer shall deem advisable, and any such Executive Officer of the City is authorized to execute and deliver such final placement memorandum to the Placement Agents in the name and on behalf of the City. The execution of such final placement memorandum by such Executive Officer shall constitute conclusive evidence of this City Council's approval of such changes and completions.

SECTION 11. Execution And Delivery Of Bonds. Pursuant to the Indenture, any Executive Officer of the City shall execute the 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 Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The 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 Bonds to or upon the order of the Placement Agents pursuant to the placement agreement.

SECTION 12. Tax Directives. The City covenants in Section 6.04 of the Indenture: (a) not to take any action, or fail to take any action within its control, to the extent permitted by law, which would adversely affect the exclusion of the interest on the Bonds from gross income of the holders of the Bonds for federal income tax purposes and (b) not to take any action, or omit to take any action within its control, to the extent permitted by law, which would cause the Bonds to constitute "arbitrage bonds" within the meaning of such term as defined in the Code. The City further covenants in the Indenture to execute and deliver a tax agreement containing such representations and covenants as may be necessary to ensure compliance with the tax covenants contained in the Indenture. Any Executive Officer of the City is authorized to execute and deliver a tax agreement among the City, the Developer and the Trustee pursuant to the Indenture.

SECTION 13. Public Hearing. A public hearing required under Section 147(f) of the Code in connection with the proposed issuance of the Bonds has been held. All actions related to such public hearing taken prior to the enactment of this ordinance are hereby ratified and confirmed.

This ordinance constitutes the public approval of the plan of financing of the Project required by Section 147(f) of the Code.

SECTION 14. 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 the City Clerk 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 Indenture, the Loan Agreement and the Amendment and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance, the Indenture, the Loan Agreement and the Amendment, including but not limited to, the exercise following the delivery date of any of the Bonds of any power or authority delegated to such official of the City under this ordinance with respect to the Bonds upon initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. Any Executive Officer, the City Clerk and other officers, agents and employees of the City are hereby further authorized and empowered 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 Indenture, the Loan Agreement and the Amendment.

SECTION 15. 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 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 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 each 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 Executive Officer is placed on an instrument, certificate or document at the direction of the Executive Officer, the same, in all respects, shall be as binding on the City as if signed by such Executive Officer in person.

SECTION 16. Severability. It is the intention of this City Council that if any section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 17. 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 18. City's Administrative Fee. The City's administrative fee with respect to the financing of the Project, as payable from the proceeds of the Bonds, is one-fourth of one percent (.25%) of the original principal amount of the Bonds. Such fee shall be used by the Department of Planning and Development of the City for administrative expenses and other development activities.

SECTION 19. Effective Date. This ordinance shall take effect immediately upon its enactment.

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

Exhibit "A".

City Of Chicago

And

CenterPoint O'Hare, L. L. C.

Loan Agreement

Dated As Of _____ 1, 1997.

This Loan Agreement, made and entered into as of the first (1st) day of _____, 1997, by and between the City of Chicago (the "City"), a home rule unit duly organized and validly existing under the laws of the State of Illinois, and CenterPoint O'Hare, L.L.C. (the "Company"), a limited liability company duly organized and existing under the laws of the State of Illinois.

Witnesseth:

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 the 1970 Constitution of the State of Illinois, is authorized to issue bonds for the purpose of financing air cargo facilities located at Chicago O'Hare International Airport to be operated by the Company (the "Project"); and

Whereas, The City intends to issue its Variable/Fixed Rate Demand Special Facilities Airport Revenue Bonds (CenterPoint O'Hare Project) Series 1997 in the aggregate principal amount of \$[Amount] (the "Bonds") and loan the proceeds to the Company; and

Whereas, All Bonds issued under the Indenture, as hereinafter defined, will be secured by a pledge of certain of the City's rights under this Loan Agreement;

Now, Therefore, For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

Article I.

Definitions.

All words and terms defined in Article I of the Indenture shall have the same meanings in this Loan Agreement. In addition, the following words and terms shall have the following meanings when used in this Loan Agreement:

"Bonds" means the Series 1997 Bonds defined in the Indenture.

"Indenture" means the indenture of trust dated as of _____ 1, 1997, as amended or supplemented from time to time in accordance with its terms, between the City and [Trustee], as trustee, pursuant to which the Bonds are authorized to be issued.

*Article II.**Representations.***Section 2.1 Representations By The City.**

The City makes the following representations as the basis for the undertakings on its part contained in this Loan Agreement:

(a) The City (1) is a municipal corporation and a home rule unit of local government duly organized and existing under the laws of the State and (2) has full power and authority to enter into the transactions contemplated by this Loan Agreement, the Indenture and the Tax Agreement and to carry out its obligations under this Loan Agreement, the Indenture and the Tax Agreement, including the issuance of the Bonds.

(b) Each of this Loan Agreement, the Bonds, the Indenture and the Tax Agreement has been duly authorized, executed and delivered by the City and each constitutes the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms, except to the extent that the enforcement thereof may be limited by laws relating to bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application affecting the rights and remedies of creditors and secured parties.

(c) So long as any of the Bonds remain outstanding and except as may be authorized by the Indenture, the City will not issue or sell any bonds or obligations, other than the Bonds or Additional Bonds, the principal of or interest on which will be payable from the property described in the granting clause of the Indenture.

Section 2.2 Representations By The Company.

The Company makes the following representations as the basis for the undertakings on its part contained in this Loan Agreement:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State, has full corporate power to enter into, and by proper corporate action has duly authorized (1) the execution and delivery of this Loan Agreement, the Reimbursement Agreement, the Tax Agreement and the Ground Lease Amendment and (2) the assumption of the Ground Lease by the Company.

(b) The execution and delivery of this Loan Agreement, the Reimbursement Agreement and the Tax Agreement by the Company and the performance of the Company's obligation thereunder and hereunder

will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under the terms of Company's [Certificate] of [Organization], [as amended,] the Ground Lease, or any indenture, mortgage deed of trust, loan agreement or other agreement or instrument to which the Company is bound or to which any of the property or assets of the Company is subject, which would cause a material adverse change in the financial position or results of operations of the Company or affect the validity of this Loan Agreement, the Reimbursement Agreement, the Tax Agreement or the Ground Lease or the legal authority of the Company to comply with the terms thereof or hereof; nor will such action result in a violation of any statute or any rule or regulation of any court or governmental agency or other body in the United States having jurisdiction over the Company or any of its properties which would cause a material adverse change in the financial position or results of operations of the Company or affect the validity of this Loan Agreement, the Reimbursement Agreement, the Ground Lease, the Tax Agreement or the legal authority of the Company to comply with the terms thereof or hereof.

(c) This Loan Agreement, the Reimbursement Agreement, the Ground Lease Amendment, the Tax Agreement and the assumption of the Ground Lease by the Company have each been duly authorized, executed and delivered by the Company and each constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except to the extent that the enforcement thereof may be limited by laws relating to bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application affecting the rights and remedies of creditors and secured parties.

(d) There is no litigation or proceeding pending, or to the knowledge of the Company after due inquiry threatened, against the Company, or affecting it, which could adversely affect the validity of this Loan Agreement, the Ground Lease Amendment, the Tax Agreement or the ability of the Company to comply with its obligations under either such document.

(e) The information contained in the Tax Agreement and the Project Certificate is, and at the time of issuance of the Bonds will be, true and correct in all material respects.

(f) The Project consists and will consist of the facilities described in (Sub)Exhibit A, and no changes shall be made in the Project except as permitted by Section 3.2.

(g) To the knowledge of the officers of the Company executing this Loan Agreement, no member, director, officer or official of the City has any interest (financial, employment or other) in the Company or the transaction contemplated by this Loan Agreement which is prohibited by law.

*Article III.**Completion And Operation Of Project.***Section 3.1 Construction Of Project.**

The Company will complete the construction, installation and equipping of the Project as soon as practicable in accordance with the plans and specifications kept, and as they may be revised, under the following section. The City does not represent that the proceeds of the Bonds will be sufficient to pay the costs of completing the Project. If the proceeds from the Bonds are not sufficient for completion of the Project, the Company will complete the Project with its own funds and will not thereby be entitled to reimbursement of any amount from the City, the Trustee or any Bondholder or to any reduction of any amounts payable by the Company hereunder.

Section 3.2 Plans And Specifications.

Subject to the provisions of the next paragraph and to any applicable provisions of the Ground Lease, the Company may make, authorize or permit changes or amendments in the components of the Project or may determine not to complete any portion of the Project for which Bond proceeds (and investment income thereon) are available, or may finance such portion of the Project from any other source; provided, however, that Bond proceeds (and investment income) otherwise allocable to such portion of the Project must be used either (i) to pay costs of the remaining parts of the Project, (ii) to pay the cost of other air cargo facilities as approved by an Opinion of Tax Counsel, subject to the provisions of the next paragraph and with the approval of the City, or (iii) to pay or redeem principal on the Bonds in accordance with the provisions of this Loan Agreement and the Indenture, provided that in the case of (ii) or (iii), the Company shall have received a Favorable Opinion of Tax Counsel with respect to such application. If the Company determines not to complete any portion of the Project or to fund such portion from any other source, such portion of the Project shall no longer be deemed to be within the meaning of the term "Project" for any purpose of this Loan Agreement or the Indenture.

No change or amendment in the components of the Project pursuant to the terms of the preceding paragraph shall be made if such change or amendment causes the economic life of the Project to be reduced unless the company shall have delivered to the Trustee a Favorable Opinion of Tax Counsel with respect to such change or amendment. A copy of each such change in or amendment to (Sub)Exhibit A hereof shall be filed promptly with the City and the Trustee. In addition, the Company shall deliver to the

Trustee a certificate of a Company Representative detailing the proposed changes.

Section 3.3 Records.

The company will maintain such records in connection with the Project as are required to permit ready identification of the Project and items of Project Costs.

Section 3.4 Operation Of Project.

The Company will operate the Project, or cause the Project to be operated, as airport facilities as contemplated by Section 142(a)(1) of the Code and as Airport Support Services as defined in the Ground Lease.

Section 3.5 Right Of Access To The Project And Inspection Of Records.

The Company agrees that during the term of this Loan Agreement the City, the Trustee and the duly authorized agents of either of them shall have the right (but not any duty or obligation) at all reasonable times upon reasonable notice to the Company during normal business hours to inspect the records maintained by the Company pursuant to Section 3.3 and to enter upon the site of the Project to examine and inspect the Project; provided, however, that this right is subject to federal and State laws and regulations applicable to the Project Site. The rights of inspection and access hereby reserved to the City and the Trustee may be exercised only after such agent shall have executed release of liability and secrecy agreements if requested by the Company in the form then currently used by the Company, and nothing contained in this section or in any other provision of this Loan Agreement shall be construed to entitle the City or the Trustee to any information or inspection involving the confidential know-how of the Company. Notwithstanding the foregoing, the City shall have all rights of access and inspection to the Project as are set forth in the Ground Lease.

Section 3.6 Company Representative.

The Company has appointed the [title of officer] of the Company as the Company Representative for the purpose of acting on behalf of the Company and taking all actions and making all certificates required to be taken and made by a Company Representative under the provisions of this Loan Agreement and the Indenture. The Company may appoint alternative Company Representatives to take any such action or make any such certificate if the same is not taken or made by the Company Representative. In the event any of said persons, or any successor appointed pursuant to the provisions of this section, should resign or become unavailable or unable to

take any action or make any certificate provided for in this Loan Agreement or the Indenture, another Company Representative or alternate Company representative shall thereupon be appointed by the Company. If the Company fails to make such designation within ten (10) days following the date when the then incumbent resigns or becomes unavailable or unable to take any of the said actions, the Treasurer of the Company shall serve as the Company Representative.

Whenever under the provisions of this Loan Agreement or the Indenture the approval of the Company is required or the City is required to take some action at the request of the Company, such approval or such request shall be made by the Company Representative or alternate Company Representative unless otherwise specified in this Loan Agreement or the Indenture, and the City or the Trustee shall be authorized to act on any such approval or request.

Article IV.

Loan Of Bond Proceeds; Payments By Company; Assignment By City.

Section 4.1. The Loan.

The City agrees, upon the terms and conditions in this Loan Agreement, to lend to the Company the proceeds received by the City from the sale of the Bonds, in order to pay the costs of the Project, by depositing the same as provided in Section 4.01 of the Indenture.

Section 4.2 Payments By Company.

The Company agrees to pay to the Trustee, as assignee of the City, for so long as any Bonds are outstanding, on or before each date upon which the principal of, or the premium, if any, or interest on, the Bonds is payable in accordance with the provisions of the Indenture, a sum which, together with other money available therefor under the Indenture, will equal the sum of the principal of, and the premium, if any, and interest on, the Bonds which will be payable on such date (whether at maturity or by redemption or otherwise in accordance with the terms of the Indenture). The Company will further pay to the Trustee, on each day on which a payment of the purchase price of a tendered Bond shall become due and payable, an amount which, together with other money held by the Trustee under the Indenture and available therefore, will enable the Trustee to make such payment in full in a timely manner. In furtherance of the foregoing, so long as any Bonds are outstanding, the Company will pay or cause to be paid all amounts required to prevent any deficiency or default in any payment of the principal of, the premium, if any, and interest on, and the purchase price of, the Bonds,

including any deficiency caused by an act or failure to act by the Trustee, the Company, the City, the Remarketing Agent or any other person. In the event the Company should fail to make or cause to be made any of the payments required in this Section 4.2, the payment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid and the Company agrees to pay the same with interest thereon (to the extent permitted by law) until paid at the rate or rates then borne by the Bonds.

Section 4.3 No Defense Or Set-Off.

The obligation of the Company to make the payments required under this Loan Agreement shall be absolute and unconditional, without defense, recoupment or set-off by reason of any default by the City under this Loan Agreement, the Ground Lease or under any other agreement between the Company and the City or for any other reason, including, without limitation, any acts or circumstances that might constitute failure of consideration, destruction of or damage to the Project, condemnation or failure of title of the Project or the Project Site, commercial frustration of purpose or failure of the City to perform and observe any agreement, whether express or implied, or any duty, liability or obligation to the Company, whether arising out of or connected with this Loan Agreement, it being the intention of the parties that the payments required by this Loan Agreement will be paid in full when due without any delay or diminution whatsoever.

Section 4.4 Assignment Of City's Rights.

As security for the payment of the Bonds, the City will upon the issuance of the Bonds pledge and assign to the Trustee the City's rights under this Loan Agreement (except the right to receive payments, if any, under Sections 5.1, 5.3, 6.2 and 8.4). The City directs the Company, and the Company agrees, to pay to the Trustee at its principal corporate trust office all payments due and payable to the Trustee hereunder. The Company will make payments directly to the Trustee without defense or set-off by reason of any dispute between the Company and the Trustee or the City. The City hereby agrees that the Trustee as assignee may enforce any and all rights and remedies hereunder, but the City retains the right to proceed in its own name against the Company for the enforcement or the specific performance of any obligation of the Company under Sections 5.1, 5.3, 6.2 and 8.4.

Section 4.5 Additional Bonds.

Subject to approval of the City Council, Additional Bonds may be authorized by the City upon the request of the Company for the purpose of (i) completing the Project, (ii) financing the cost of improvements to the Project which the Company may deem necessary or desirable, (iii) funding the cost

of the Company's exercise of its option to extend the term of the Ground Lease pursuant to Section ___ of the Ground Lease Amendment, or (iv) refunding the Bonds. Additional Bonds may be issued if the Company and the City enter into an amendment to this Loan Agreement to describe any additional properties not described in (Sub)Exhibit A hereto with respect to (ii) above, and to provide for such increase in the loan payments to be paid by the Company to the City as shall be sufficient to pay the principal of, premium, if any, and interest on the Additional Bonds. The City will deposit the proceeds from the sale of Additional Bonds with the Trustee as may be provided in the supplemental indenture pertaining to such Additional Bonds.

Article V.

Covenants Of The Company.

Section 5.1 Trustee And City Expenses.

(a) the Company agrees that there shall be paid to the City as an administrative fee on the date of issuance of the Bonds an amount equal to one-quarter of one percent (.25%) of the principal amount of the Bonds. Such amount shall be paid for Bond proceeds from the Costs of Issuance Fund;

(b) the Company agrees to pay to the Trustee until the principal of, and the premium, if any, and interest on, all outstanding Bonds shall have been fully paid:

(i) an amount, as previously agreed upon in writing between Company and the Trustee, equal to the annual fee of the Trustee for its ordinary services, plus its ordinary expenses, as and when the same become due;

(ii) the reasonable fees, charges and expenses of the Trustee for its necessary extraordinary services, as and when the same become due; and

(iii) the cost of registering and transferring any Bonds under the provisions of the Indenture.

The Company will pay all reasonable expenses of the City incurred in connection with this Loan Agreement and the Indenture or arising out of the issuance of the Bonds.

Section 5.2 No Liability Of City.

The Bonds shall be limited obligations of the City payable by the City solely out of the amounts payable by the Company pursuant to Section 4.2 of this Loan Agreement. No Owner or Beneficial Owner of any Bond shall have the right to compel any exercise of the taxing power of the City or the State or any political subdivision thereof to pay the Bonds, the interest or premium, if any, thereon and the Bonds shall not constitute an indebtedness of the City or the State or any political subdivision thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision or limitation of indebtedness applicable to the City. No monies payable by the Company to the City under the Ground Lease are assigned hereunder. Neither the Trustee, the Owners nor the Beneficial Owners shall have any interest in the Ground Lease or any amounts payable thereunder.

Section 5.3 Indemnification.

The Company will pay, and will protect, indemnify and save the City harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys fees and expenses of the Company and the City) causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from injury to or death of any person or damage to Project) arising out of the following except when caused by the City's gross negligence or willful misconduct as determined by final judicial proceedings:

- (a) the financing, design, construction and installation of the Project;
- (b) the use by the Company of the Project;
- (c) violation by the Company of any agreement, warranty, covenant or condition of this Loan Agreement;
- (d) violation by the Company of any other contract, agreement or restriction relating to the Project; and
- (e) violation by the Company of any law, ordinance, regulation or court order applicable to the Project or the ownership, occupancy or use thereof.

The City shall promptly notify the Company in writing of any claim or action brought against the City in respect of which indemnity may be sought against the Company, setting forth the particulars of such claim or action, and the Company will assume the defense thereof, including the employment counsel, and the payment of all expenses. The City may employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall not be payable by the Company unless such employment has been specifically authorized by the

Company or unless the City concludes that there may be defenses available to it that are different from or in addition to those available to the Company.

The indemnity provided for in this Section 5.3 shall be independent of, and shall not supersede or in any way limit, any indemnities to which the City may be entitled under the provisions of the Ground Lease, the [Placement Agreement] relating to the Bonds and any other agreements between the City and the Company.

The Company agrees to indemnify the Trustee, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part arising out of or in connection with the acceptance or administration of the Indenture, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under the Indenture.

Section 5.4 Company's Obligation with Respect to Exclusion of Interest Paid on the Bonds.

Notwithstanding any other provision hereof or in the Ground Lease, the Company covenants and agrees that it will not knowingly take or authorize or permit, to the extent such action is within the control of the Company, any action to be taken with respect to the Project, the proceeds of the Bonds (including investment earnings thereon) or any insurance, condemnation or other proceeds derived directly or indirectly in connection with the Project which will result in the loss of the exclusion of interest on the Bonds from federal gross income under Section 103 of the Code (except for any Bond during any period while such Bond is held by a person referred to in Section 147(a) of the Code); and the Company also will not knowingly omit to take any action in its power which, if omitted, would cause such result. The preceding sentence shall control in case of conflict or ambiguity with any other provision of this Loan Agreement. The Company covenants for the benefit of the Beneficial Owners to comply with all of the requirements of Section 6.03 of the Indenture.

The Company covenants and agrees to notify the Trustee and the City of the occurrence of any event of which the Company has notice and which event would require the Company to prepay the amounts due hereunder because of a redemption of the Bonds upon a determination of taxability.

Section 5.5 Covenants and Representations with Respect to Arbitrage.

The City, to the extent it has any control over proceeds of the Bonds, and the Company covenant and represent to each other and to and for the benefit

of the Beneficial Owners that so long as any of the Bonds remain Outstanding, monies on deposit in any fund in connection with the Bonds, whether such monies were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and any lawful regulations promulgated thereunder, as the same exist on this date or may from time to time hereafter be amended, supplemented or revised. The Company also covenants to the City and for the benefit of the Beneficial Owners to comply with all of the provisions of the Tax Agreement. The Company reserves the right, however, to make any investment of such monies permitted by State law, if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final judgment of a court of competent jurisdiction, but only upon receipt of a Favorable Opinion of Tax Counsel with respect to such investment.

Section 5.6 Merger And Consolidation.

The Company agrees that during the term of this Loan Agreement it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one (1) or more corporations to consolidate with or merge into it unless the company is the surviving, resulting or transferee corporation, as the case may be; provided that the Company may, without violating the agreements contained in this section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of the United States of America or any state, district or territory thereof) or permit one (1) or more other domestic corporations to consolidate with or merge into it, or sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, notwithstanding that the Company is not the surviving, resulting or transferee corporation, as the case may be, if the surviving, resulting or transferee corporation (i) is a domestic corporation, (ii) is qualified to do business in the State and (iii) assumes in writing all of the obligations of the Company under this Loan Agreement and the Tax Agreement. Notwithstanding the foregoing, any such transaction shall be subject to the terms of the Ground Lease and shall be subject to the restrictions, prohibitions and conditions contained in the Ground Lease.

Section 5.7 Taxes And Governmental Charges.

The Company will promptly pay, as the same become due, all lawful taxes, assessments and governmental charges of any kind whatsoever including, without limitation, income, profits, property and excise taxes levied or assessed by any federal, state or municipal government upon the City with respect to any payments under this Loan Agreement. The City agrees to

give the Company prompt notice of any such taxes, assessments or governmental charges.

The Company may, at its expense and in its own name and behalf, or in the name and behalf of the City if it is a necessary party thereto, contest in good faith any such taxes, assessments and governmental charges and, in the event of any such contest, permit the taxes, assessments or governmental charges so contested to remain unpaid during the period of such contested item shall be effectively stayed. The City, at the expense of the Company, will corporate fully with the Company in any such contest.

Section 5.8 Agreement To Supply Letter Of Credit.

The Company shall provide for the delivery of a Letter of Credit meeting the requirements of Section 5.01 of the Indenture to the Trustee upon the original issuance of the Bonds.

Section 5.9 Ground Lease Amendments.

The Company and the City agree that the provisions of Section ____ of the Amendment to Ground Lease dated as of ____, 1997 may not be amended, and that they will not otherwise extend the term of the Ground Lease unless, in each case, a Favorable Opinion of Tax Counsel is delivered to the Trustee with respect to such amendment or extension.

Section 5.10 No Amendment Of Ground Lease.

Except as expressly provided herein this Loan Agreement shall not be deemed to amend or in any way supersede or alter the Ground Lease.

Article VI.

Defaults And Remedies.

Section 6.1 Remedies.

Whenever any Event of Default under the Indenture has occurred and is continuing, the Trustee may take whatever reasonable action may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Company in this Loan Agreement.

In addition to such remedies, the City (on its behalf and without the consent of the Trustee) or the Trustee, as assignee of certain rights of the

City hereunder, may at any time take any action at law or in equity to collect any payments then due, or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Loan Agreement.

Any amounts collected pursuant to action taken under this section shall be applied in accordance with the Indenture.

Section 6.2 Certain Fees And Expenses.

If an Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due under this Loan Agreement or for the enforcement of performance or observance of any obligation, agreement or covenant on the part of the Company contained in this Loan Agreement, the Company will on demand therefor reimburse the reasonable fees of such attorneys and other reasonable expenses so incurred.

Section 6.3 No Remedy Exclusive.

No remedy herein conferred upon or reserved to the City or the Company is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the City hereunder shall also extend to the Trustee, and the Trustee and the Bondholders and the Beneficial Owners, subject to the provisions of the Indenture, shall be entitled to the benefit of all covenants and agreements contained in this Loan Agreement.

Section 6.4 Waiver.

In the event that any agreement contained in this Loan Agreement shall be breached by either party and such breach shall thereafter be waived by the other party with the consent of the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Loan Agreement.

Article VII.

Special Options And Obligations.

Section 7.1 Obligation To Prepay.

The Company shall, under Section 4.2, make payments on such dates and in such amounts as will enable the City to redeem Bonds called for redemption pursuant to the Indenture.

Section 7.2 Option To Prepay.

Whenever the Bonds are subject to optional redemption, the City will, but only upon the direction of the Company, redeem the same in accordance with such direction. The company shall, under Section 4.2, make payment on the redemption date specified of an amount sufficient to pay the principal of, and the premium, if any, and interest on, the Bonds so called for redemption.

Section 7.3 Option To Change Modes.

The Company shall have, and is hereby granted, the option to elect from time to time to change the method of determining the interest rate on the Bonds in accordance with the provisions of the Indenture.

Section 7.4 Additional Company Options.

(a) The Company shall have the option to extend the stated maturity of the Bonds from the initial Bond maturity of _____1, [2032] to _____1, [2045]. This option cannot be exercised during a Long-Term Interest Rate Period unless the Bonds are then callable under the paragraph captioned "Optional Redemption During Long-Term Interest Rate Period" as set forth in Section 8 of the Bonds, but may be exercised in conjunction with the commencement of a new Long-Term Interest Rate Period. The Company shall give the City and the Trustee written notice of its intent to exercise this option. Such notice shall be accompanied by a Favorable Opinion of Tax Counsel and shall state an effective date. The effective date of such extension shall be set forth in the notice and may not be earlier than thirty (30) days after the giving of such notice, but must be no later than the day before the Bonds are then scheduled to mature. On the effective date the Company must deliver to the Trustee a Favorable Opinion of Tax Counsel. If such opinion is received on the effective date, the maturity of the Bonds shall be _____1, [2045] as provided in Section 9 of the Bonds. Promptly after the effective date, the Trustee will mail notice to Bondholders of the extension of the maturity.

(b) The Company shall have the option to extend the maturity of the Bonds to the extended term of the Ground Lease as such term may be extended by the Company pursuant to Section ____ of the Ground Lease Amendment and herein called the "Extended Ground Lease Termination Date". The Company shall give the City and the Trustee written notice of its intent to exercise this option no later than ninety (90) days prior to the stated maturity of the Bonds (or the extended maturity of the Bonds if the Company has exercised the option set forth in (a) above). Such notice shall be accompanied by a Favorable Opinion of Tax Counsel (it being understood that the opinion relating to the tax exemption of the Bonds may be limited to interest paid on the Bonds prior to the effective date). [The effective date of such extension shall be the day before the date the Bonds are then scheduled to mature.] On the effective date the Company must deliver to the Trustee such Favorable Opinion of Tax Counsel. If such opinion is received on the effective date, the maturity of the Bonds shall be the Extended Ground Lease Termination Date as provided in Section 9 of the Bonds. After the effective date the Bonds may be remarketed as tax-exempt Bonds only under the circumstances set forth in Section 3.08(d) of the Indenture. [Promptly after the effective date the Trustee will mail notice to Bondholders of the extension of the maturity.]

Article VIII.

Miscellaneous.

Section 8.1 Notices.

All notices, requests, certificates or other communications shall be sufficiently given and shall be deemed given when delivered or mailed as provided in the Indenture.

Section 8.2 Assignments.

This Loan Agreement may not be assigned except as provided herein. The City shall assign to the Trustee its rights under this Loan Agreement as and to the extent provided by Section 4.4. The Company may assign its rights hereunder to any transferee or any surviving or resulting corporation permitted by Section 5.6. In addition, this Loan Agreement may be assigned in whole or in part by the Company without the necessary of obtaining the consent of the Trustee, subject however, to each of the following conditions:

(a) no assignment (other than pursuant to Section 5.6) shall relieve the Company from liability for any of its obligations hereunder in the event that its assignee does not perform, and in the event of any such assignment the Company shall continue to remain liable for the

performance and observance of the covenants, warranties, representations and agreements on its part herein provided to be performed and observed to the same extent as though no assignment had been made;

(b) the assignee shall assume, in writing, the obligations of the Company hereunder to the extent of the interest assigned; and

(c) the Company shall, at least five (5) days prior to any such assignment, provide the Trustee with written notice thereof and, within five (5) days after any such event, furnish to or cause to be furnished to the Trustee a true and complete copy of such assignment and an executed counterpart of the assumption of obligations agreement; and

(d) the City shall consent in writing to such assignment.

Section 8.3 Amendments.

This Loan Agreement may not be amended except by an instrument in writing signed by the parties and concurred in by the Trustee in accordance with the Indenture.

Section 8.4 Right Of Company To Perform City's Agreements.

The City irrevocably authorizes and empowers the Company to perform in the name and on behalf of the City any agreement made by the City in this Loan Agreement or in the Indenture which the City fails to perform in a timely fashion if the continuance of such failure could result in the Event of Default. This section does not require the Company to perform any agreement of the City. The Company covenants and agrees to pay the expenses of the City incurred under, and to use its best efforts to cause the City to perform the obligations of the City under, Section 6.02 of the Indenture at the expense of the Company.

Section 8.5 Applicable Law.

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

Section 8.6 Severability.

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

Section 8.7 Counterparts.

This Loan Agreement may be signed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 8.8 Term Of Loan Agreement.

When no Bonds are outstanding under the Indenture, the Company and the City shall not have any further obligations under this Loan Agreement; provided that the Company's covenant in Sections 5.4 and 5.5 shall survive so long as any Bond remains unpaid and the Company's obligations to the City under Section 5.3 shall survive the term of this Agreement and shall apply to all claims whenever made.

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

City of Chicago

By: _____
Chief Financial Officer

[Seal]

Attest:

City Clerk

CenterPoint O'Hare, L.L.C.

By: _____

Title: _____

[Seal]

Attest:

Title: _____

All right, title and interest of the City in and to this Loan Agreement, except for the rights of the City under Sections 5.1, 5.3, 6.2 and 8.4, have been assigned to the Trustee pursuant to the Indenture.

[(Sub)Exhibit "A" referred to in this Loan Agreement
unavailable at time of printing.]

Exhibit "B".

Indenture Of Trust

Dated As Of _____ 1, 1997

Between

City Of Chicago

And

[Trustee],

As Trustee

City Of Chicago Variable/Fixed Rate Demand

Special Facilities Airport Revenue Bonds

(CenterPoint O'Hare, L.L.C. Project)

Series 1997.

This Indenture of Trust, made and entered into as of the first (1st) day of _____, 1997, by and between City of Chicago, a home rule unit duly organized and existing under the laws of the State of Illinois (the "City"), and [Trustee], a [describe Trustee] duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of _____, with its principal office located in _____, _____, as trustee (the "Trustee").

Witnesseth:

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 the 1970 Constitution of the State of Illinois, is to issue bonds for the purpose of financing the costs of buildings, improvements and equipment for use as air cargo facilities at Chicago O'Hare International Airport (the "Project"); and

Whereas, The City now intends to issue its Variable/Fixed Rate Demand Special Facilities Airport Revenue Bonds (CenterPoint O'Hare, L.L.C. Project) Series 1997 in the aggregate principal amount of \$_____ (the "Series 1997 Bonds") and loan the proceeds to CenterPoint O'Hare, L.L.C. (the "Company") for the purpose of financing the acquisition, construction, installation and equipping of the Project; and

Whereas, The execution and delivery of this Indenture, as hereinafter defined, and the issuance of the Series 1997 Bonds as herein provided have been in all respects duly and validly authorized by proceedings duly passed on and approved by the City; and

Whereas, The Series 1997 Bonds and any additional parity bonds issued hereunder (the Series 1997 Bonds and any such additional parity bonds are hereinafter called the "Bonds") will be payable from and secured by a pledge of certain of the City's rights under the Loan Agreement, as hereinafter defined;

Now, Therefore, The City and the Trustee agree as follows for the benefit of the other and for the benefit of the Owners, as hereinafter defined, of the Bonds issued pursuant to this Indenture.

Granting Clause.

To secure the payment of the Bonds, the City assigns to the Trustee and grants to the Trustee a security interest in all right, title and interest of the City in and to (a) the Loan Agreement, including the current and continuing right to claim, collect, receive and give receipts for all amounts payable by or receivable from the Company under the Loan Agreement, to bring actions and proceedings under the Loan Agreement for the enforcement of the Loan Agreement and to do all things that the City is entitled to under the Loan Agreement, but excluding the Unassigned Rights, as hereinafter defined, and (b) all monies and securities held from time to time by the Trustee as provided in this Indenture for the equal and proportionate benefit of all Owners of the Bonds without priority or distinction as to lien or otherwise of any Bonds over any other Bonds, except the Rebate Fund and the Purchase Fund created herein and as otherwise provided in this Indenture.

Article I.

Definitions And Rules Of Construction.

Section 1.01 Definitions.

For all purposes of this Indenture, unless the context requires otherwise, the following terms shall have the following meanings:

"Additional Bonds" means the additional parity bonds authorized to be issued by the City pursuant to Section 2.10.

"Alternate Letter of Credit" means an irrevocable letter of credit authorizing drawings thereunder by the trustee, issued by a national banking association, a bank, a trust company or other financial institution, and satisfying the requirements of Article V.

"Bank" means the issuer of a letter of credit and its successors and assigns in that capacity and, in the event an Alternate Letter of Credit is outstanding, the issuer of the Alternate Letter of Credit.

"Bankruptcy Law" is defined in Section 8.01.

"Beneficial Owner" is defined in Section 2.09 when the bonds are in the book-entry system and otherwise means the bondholder.

"Bondholder" or "Owner" means the registered owner of any bond.

"Bonds" is defined in the fourth recital clause of this indenture.

"Book-Entry System" means the system maintained by the securities depository and described in Section 2.09.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in Chicago, Illinois, or the city or cities in which are located the principal corporate trust office of the trustee and the office of the Bank at which demands for payment under the letter of credit are to be presented are authorized by law to close or (iii) a day on which the New York Stock Exchange is closed.

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

"Commercial Paper Mode" means each period of time, comprised of commercial paper periods, during which commercial paper rates are in effect.

"Commercial Paper Period" means, with respect to any series 1997 bond, each period set under Section 2.02(a)(3).

"Commercial Paper Rate" means, with respect to any series 1997 bond, the interest rate on such Bond set under Section 2.02(a)(3).

"Company" means CenterPoint O'Hare, L.L.C., a limited liability company, and its permitted successors and assigns as provided in Section 5.6 of the loan agreement.

"Company Representative" means the _____ or any other person at the time designated by a written certificate furnished to the trustee and the City containing the specimen signature of such person and signed on behalf of the Company by any of its officers. The certificate may designate an alternate or alternates.

"Costs of Issuance Fund" is the fund of that name created in Section 4.01.

"Daily Rate" means any interest rate on the series 1997 bonds set under Section 2.02(a)(1).

"Event of Default" is defined in Section 8.01.

"Expiration Date" means the stated expiration date of the letter of credit as such date may be extended from time to time by the Bank.

"Favorable Opinion of Tax Counsel" means an opinion of tax counsel addressed to the City and the trustee to the effect that the action proposed to be taken is permitted by the laws of the state, is not prohibited by this indenture and will not adversely affect any exclusion from gross income for federal income tax purposes of interest on the Bonds. Tax counsel, with the consent of the Company, may take such actions it deems necessary in order to enable it to deliver a favorable opinion of tax counsel, including without limitation, the filing of a Form 8038 with the Internal Revenue Service.

"Ground Lease" means the ground lease for Site 19, O'Hare International Airport, from the City of Chicago, Landlord to O'Hare Tech Center Associates, L.P., Tenant dated August 15, 1995, as amended by the ground lease amendment and as further supplemented and amended from time to time. The ground lease was assigned to the Company pursuant to an Assignment and Assumption of Ground Lease dated May 10, 1996, from O'Hare Tech Center Associates L.P., which assignment was consented to by the City.

"Ground Lease Amendment" means the _____ dated as of _____ 1, 1997 between the City and the Company.

"Indenture" means this indenture of trust, as amended or supplemented from time to time in accordance with its terms.

"Interest Payment Date" is defined in the Series 1997 Bonds.

"Interest Period" is defined in the series 1997 bonds.

"J. J. Kenny Index" means, as of any date, the index of thirty (30) day yields on high-grade tax exempt municipal bonds as determined by J. J. Kenny Co., Inc. or any successor thereto and published on such date (or, if not published on such date, on the most recent day prior thereto on which such index shall have been so published) or, if such index is unavailable, then such other publicly available index or measurement of short-term yields on high-grade tax exempt municipal bonds selected by the trustee.

"Letter of Credit" means a letter of credit or other credit facility satisfying the requirements of Article V, including any extensions or amendments thereto, and including any Alternate Letter of Credit delivered pursuant to Section 5.01.

"Loan Agreement" means the loan agreement, dated as of the date of this Indenture, between the City and the Company, as amended or supplemented from time to time in accordance with its terms.

"Long-Term Interest Rate" means any interest rate on the series 1997 bonds set under Section 2.02(a)(4).

"Long-Term Interest Rate Period" is defined in Section 2.02(a)(4).

"Maturity Date" means, with respect to series 1997 bonds, _____ 1, 20____ or any extension thereof pursuant to Section 9 of the series 1997 bonds.

"Opinion of Counsel" means a written opinion of counsel who is reasonably acceptable to the City and the trustee. The counsel may be an employee of or counsel to the City, the trustee or the Company.

"Opinion of Tax Counsel" means an Opinion of Counsel by counsel of nationally recognized standing in matters relating to the exclusion of interest from gross income on obligations issued by states and their political subdivisions or agencies.

"Outstanding", when used with reference to Bonds, means all Bonds which have been authenticated and delivered by the trustee under this Indenture, except the following:

- a. Bonds canceled or purchased by or delivered to the trustee for cancellation;
- b. Bonds that have become due (at maturity or on redemption, acceleration or otherwise) and for the payment, including premium and interest accrued to the due date, of which sufficient monies are held by the trustee;
- c. Bonds deemed paid by Section 7.01; and
- d. Bonds in lieu of which others have been authenticated under Section 2.05 (relating to registration and exchange of Bonds) or 2.06 (relating to mutilated, lost, stolen, destroyed or undelivered bonds).

Bonds purchased by the trustee or the Company pursuant to tenders or in lieu of redemption under Article III will continue to be outstanding until the Company directs the trustee to cancel them. Undelivered bonds are not outstanding, but Bonds authenticated and delivered in lieu of undelivered bonds as provided in the second paragraph of Section 2.06 will be outstanding.

"Participant" means one of the entities which deposit securities, directly or indirectly, in the Book-Entry System.

"Project" means the facilities financed from the proceeds of the series 1997 bonds and described in (Sub)Exhibit A to the Loan Agreement.

"Project Certificate" means the project certificate executed and delivered by the Company on the date of issuance of the series 1997 bonds.

"Project Costs" is defined in Section 4.01.

"Project Fund" is the fund of that name created in Section 4.01.

"Project Site" means the real property described in Ground Lease.

"Purchase Contract" means the purchase contract, dated [date], among the City, the Company and First Chicago Capital Markets, Inc., relating to the purchase of the series 1997 bonds upon the original issuance thereof.

"Purchase Fund" is the fund of that name created in Section 4.02.

"Rating Agency" means Moody's Investors Service, Inc., a corporation duly organized and existing under and by virtue of the laws of the state of Delaware, and its successors and assigns, and Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a corporation duly organized and existing under and by virtue of the laws of the state of New York, and its successors and assigns, except that if either such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Rating Agency" shall be deemed to include any other nationally recognized securities rating agency selected by the Company and approved by the trustee (which shall not be subject to any liability by reason of such approval).

"Rebate Fund" is the fund of that name created in Section 6.03.

"Record Date" is defined in the Bonds.

"Remarketing Agent" means First Chicago Capital Markets, Inc. and its successors acting in such capacity under this Indenture.

"Remarketing Agreement" means the remarketing agreement, dated as of the date of this Indenture, between the Company and the Remarketing Agent, or any similar agreement between the Company and the Remarketing Agent, as amended or supplemented from time to time in accordance with its terms.

"Responsible Officer" means the chairman of the board, the president or any other officer or assistant officer of the trustee assigned by the trustee to administer its corporate trust matters.

"Securities Depository" means The Depository Trust Company, New York, New York, or its nominee and the successors and assigns of such nominee, or any successor appointed under Section 2.09.

"Series 1997 Bonds" is defined in the second recital clause of this Indenture.

"State" means the state of [State].

"Tax Agreement" means the Tax Exemption Certificate and Agreement, dated the date of issuance of the Series 1997 Bonds, among the Company, the City and the trustee.

"Trustee" means [Trustee] and its successors acting in such capacity under this Indenture.

"Unassigned Rights" means the rights of the City under Section 5.1 (relating to fees and expenses), Section 5.3 (relating to indemnification), Section 6.2 (relating to expenses of collection) and Section 8.4 (relating to payment of certain expenses) of the Loan Agreement.

"Undelivered Bond" means any Bond purchased pursuant to tender or in lieu of redemption and which is not delivered to the Trustee for payment of the purchase price thereof and is subject to the second paragraph of Section 2.06.

"United States Government Obligations" is defined in Section 7.01.

"Weekly Rate" means any interest rate on the Series 1997 Bonds set under Section 2.02(a)(2).

Section 1.02 Rules Of Construction.

Unless the context otherwise requires:

(a) an accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles;

(b) references to articles and sections are to the articles and sections of this Indenture; and

(c) the singular form of any word, including the terms defined in Section 1.01, includes the plural, and vice versa, and a word of any gender includes all genders.

Article II.

The Series 1997 Bonds; Additional Bonds.

Section 2.01 Issuance Of Series 1997 Bonds; Form; Dating.

The Series 1997 Bonds shall be designated "City of Chicago Variable/Fixed Rate Demand Special Facilities Airport Revenue Bonds (CenterPoint O'Hare, L.L.C. Project) Series 1997". The total aggregate principal amount of Series 1997 Bonds that may be Outstanding shall not exceed the amount specified in the Series 1997 Bonds, except as provided in Section 2.06 with respect to the replacement of lost, stolen, destroyed or Undelivered Bonds. The Series 1997 Bonds shall be substantially in the form of (Sub)Exhibit A to this Indenture, which is hereby incorporated by reference and made a part hereof, and in the denominations provided for in the Series 1997 Bonds. The Series 1997 Bonds may have notations, legends or endorsements required by law or usage.

Each Series 1997 Bond shall be dated the date of the original issuance and delivery of the Bonds and shall mature, subject to prior redemption, on the Maturity Date. Series 1997 Bonds issued in exchange for Series 1997 Bonds surrendered for transfer or exchange or in replacement of mutilated, lost, stolen, destroyed or Undelivered Bonds shall bear interest from the last date to which interest has been paid on the Series 1997 Bonds being transferred, exchanged or replaced or, if no interest has been paid, from the date of the original issuance and delivery of the Series 1997 Bonds. Series 1997 Bonds shall be numbered as determined by the Trustee.

Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee and, upon receipt by the Trustee of a Letter of Credit satisfying the requirements of Article V, the Trustee shall authenticate the Series 1997 Bonds and deliver them to the purchaser or purchasers as directed by the City.

Section 2.02 Interest On The Series 1997 Bonds.

Interest on the Series 1997 Bonds shall be payable as provided in the Series 1997 Bonds and in this Section 2.02. Interest on the Series 1997 Bonds shall initially be payable at the _____ Rate. The interest rate determination method may be changed by the Company as described in the following subsection (b). The effective date of any such change in the interest rate determination method shall be the first (1st) day Interest Period during which the Bonds shall bear interest at a rate determined by the new method. The methods of determining the interest rate on the Bonds are as provided in the following subsection (a).

(a) Interest Rate Determination Methods. While there exists an Event of Default, the interest rate on each Series 1997 Bond shall be the interest rate on such Series 1997 Bond on the day before the Event of Default occurred.

(1) Daily Rate. When interest on the Series 1997 Bonds is payable at a Daily Rate, the Remarketing Agent shall set the Daily Rate on or before 9:30 A.M., New York City time, on each Business Day for that Business Day. Each Daily Rate shall be the minimum rate necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Series 1997 Bonds known by the Remarketing Agent to have been priced or traded under then prevailing market conditions) for the Remarketing Agent to sell the Series 1997 Bonds on the effective date of such Daily Rate at their principal amount (without regard to accrued interest). The Daily Rate for any non-Business Day shall be the Daily Rate for the last day on which a Daily Rate was set.

(2) Weekly Rate. The Remarketing Agent shall set a Weekly Rate on or before 4:30 P.M., New York City time, on the last Business Day before the commencement of a period during which the Series 1997 Bonds will bear interest at a Weekly Rate and on each Tuesday thereafter so long as interest on the Series 1997 Bonds is to be payable at a Weekly Rate or, if any Tuesday is not a Business Day, on the next preceding Business Day. Each Weekly Rate shall be the minimum rate necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Series 1997 Bonds known by the Remarketing Agent to have been priced or traded under then prevailing market conditions) for the Remarketing Agent to sell the Series 1997 Bonds on the effective date of such Weekly Rate at their principal amount (without regard to accrued interest). The first (1st) Weekly Rate shall apply to the period beginning on the date of original issuance and delivery of the Series 1997 Bonds and ending on the next Tuesday. Thereafter, each Weekly Rate shall apply to (i) the period beginning on Wednesday of the week in which such Weekly Rate is set and ending on the following Tuesday or, if earlier, ending on the day before the effective date of a new method of determining the interest rate on the Series 1997 Bonds or (ii) the period beginning on the effective date of a change to a Weekly Rate and ending on the next Tuesday.

(3) Commercial Paper Rate. During a Commercial Paper Mode, each Series 1997 Bond shall bear interest during the Commercial Paper Period then applicable to such Series 1997 Bond at the then applicable Commercial Paper Rate for such Series 1997 Bond. Different Commercial Paper Periods may apply to different Series 1997 Bonds at any time and from time to time. Except as otherwise described in this subdivision (3), the Commercial Paper Period and Commercial Paper Rate for each Series 1997 Bond shall be determined by the Remarketing Agent no later than 4:30 P.M., New York City time, on the first (1st) day of each Commercial Paper Period.

(i) Determination of Commercial Paper Periods. Each Commercial Paper Period shall be a period of at least one (1) day and not more than three hundred sixty-five (365) days determined by the Remarketing Agent to be the period which, together with all other Commercial Paper Periods for all Series 1997 Bonds then outstanding, will result in the lowest overall interest expense on the Series 1997 Bonds over the next three hundred sixty-five (365) days. Each Commercial Paper Period shall end on either the day before a Business Day or on the day before the Maturity Date. However, any Series 1997 Bond purchased on behalf of the Company and remaining unsold by the Remarketing Agent as of the close of business on the first day of a Commercial Paper Period for such Series 1997 Bond shall have a Commercial Paper Period of one day or, if that Commercial Paper Period would not end on a day before a Business Day, a Commercial Paper Period of the shortest possible duration greater than one (1) day and ending on a day before a Business Day.

In determining the number of days in each Commercial Paper Period, the Remarketing Agent shall take into account the following factors; (I) existing short-term tax-exempt market rates and indices of such short-term rates, (II) the existing market supply and demand for short-term tax-exempt securities, (III) existing yield curves for short-term and long-term tax-exempt securities for obligations of credit quality comparable to the Series 1997 Bonds, (IV) general economic conditions, (V) industry economic and financial conditions that may effect or be relevant to the Series 1997 Bonds, (VI) the number of days in other Commercial Paper Periods applicable to the Series 1997 Bonds and (VII) such other facts, circumstances and conditions as the Remarketing Agent, in its sole discretion, shall determine to be relevant.

(ii) Determination of Commercial Paper Rates. The Commercial Paper Rate for each Commercial Paper Period for each Series 1997 Bond shall be the minimum rate necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Series 1997 Bonds known by the Remarketing Agent to have been priced or traded under the then-prevailing market conditions) for the Remarketing Agent to sell such Series 1997 Bond on the effective date of such Commercial Paper Rate at its principal amount (without regard to accrued interest).

Notwithstanding anything in this Indenture to the contrary, no Commercial Paper Period may be established (i) in respect to Series 1997 Bonds to be redeemed after the making of a determination requiring a "Mandatory Redemption on Determination of Taxability" as described in Section 8 of the Series 1997 Bonds and (ii) unless the Letter of Credit, if any, terminates no earlier than twenty (20) days after the last day of such Commercial Paper Rate Period.

(4) Long-Term Interest Rate. The Remarketing Agent shall set a Long-Term Interest Rate on a date no later than the day before the beginning of any period (a "Long-Term Interest Rate Period") during which interest on the Series 1997 Bonds will be payable at a Long-Term Interest rate. Each Long-Term Interest Rate shall be the minimum rate necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Series 1997 Bonds known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) for the Remarketing Agent to sell the Series 1997 Bonds on the effective date of such Long-Term Interest Rate at their principal amount (without regard to accrued interest). The Long-Term Interest Rate Period shall be determined as provided in the following subsection (b).

(5) Failure of Remarketing Agent to Announce Interest Rates on the Series 1997 Bonds. In the event that the appropriate interest rate or Commercial Paper Period is not or cannot be determined for whatever reason, the method of determining interest on the Series 1997 Bonds shall be converted automatically to the Weekly Rate (without the necessity of complying with the requirements of Section 2.02(b)) and the interest rate shall be equal to the J.J. Kenny Index, or such other index (or percentage of an index) deemed appropriate for tax-exempt securities of the nature of the Series 1997 Bonds as the Remarketing Agent, with the consent of the Trustee, may have previously selected; provided that if the Series 1997 Bonds are then in a Long-Term Interest Rate Period, the Series 1997 Bonds shall bear interest at a Weekly Rate, but only if a Favorable Opinion of Tax Counsel with respect to the change to a Weekly Rate has been delivered to the Trustee and not rescinded prior to the effective date of such conversion. If such Favorable Opinion of Tax Counsel has not been delivered or has been delivered but thereafter rescinded prior to the effective date of such conversion, the Series 1997 Bonds shall remain in a Long-Term Interest Rate Period with an interest rate equal to the interest rate for the immediately prior Long-Term Interest Rate Period and with a duration equal to such Long-Term Interest Rate Period (or, if shorter, a Long-Term Interest Rate Period ending on the day before the Maturity Date). The Trustee shall promptly notify the holders of Series 1997 Bonds of any such automatic change as set forth in Section 2.02(c). While Series 1997 Bonds are in a Commercial Paper Mode, during any transition period caused by an automatic conversion of such Series 1997 Bonds to a Weekly Rate in accordance with this subdivision (5), Series 1997 Bonds bearing interest at a Weekly Rate and Series 1997 Bonds bearing interest at a Commercial Paper Rate, as applicable, shall be governed by the provisions of this Indenture applicable to such methods of determining interest on the Series 1997 Bonds, respectively.

(b) (1) Change in Interest Rate Determination Method. The Company may change the method of determining the interest rate on the Series 1997 Bonds by notifying the City, the Trustee, the Bank, the Remarketing Agent and, if the Book-Entry System is then in effect for the

Series 1997 Bonds, the Securities Depository. Such notice shall contain (a) the effective date of the change (as specified in the fourth sentence of this Section 2.02), (b) the new interest rate determination method and (c) if the change is to a Long-Term Interest Rate, the last day of the first (1st) Long-Term Interest Rate Period and, at the option of the Company, the effective date and the last day of any succeeding Long-Term Interest Rate Period or Periods (which last day for each Long-Term Interest Rate Period must be either the day before the Maturity Date or a day before a Business Day which is at least three hundred sixty-five (365) days after the effective date). The notice must be accompanied by a Favorable Opinion of Tax Counsel, except as described below. Except in the case of the rescission of such Favorable Opinion of Tax Counsel as described in Section 2.02(e), if the Company's notice complies with this subsection (b), the interest rate on the Series 1997 Bonds shall be determined in accordance with the method specified therein, to become effective on the date specified therein; and such new method shall continue in effect until there is another change as provided in this Section 2.02. Notwithstanding anything in this Indenture to the contrary, the Company must deliver a Favorable Opinion of Tax Counsel whenever there is a change from a method during which the interest rate on the Series 1997 Bonds is set at intervals of one (1) year or less to a method during which the interest rate on the Series 1997 Bonds is set at intervals in excess of one (1) year, or vice versa.

If at any time the Series 1997 Bonds shall bear interest at a Long-Term Interest Rate and thirty (30) days before the end of the then current Long-Term Interest Rate Period the Company shall not have provided for the next interest rate period, a new Long-Term Interest Rate Period of the same duration shall follow (or, if shorter, a Long-Term Interest Rate Period ending on the day before the Maturity Date).

When one Long-Term Interest Rate Period succeeds another, all provisions of this Indenture applying to a change in the interest rate determination method shall apply, except:

(A) there shall be no redemption as described under "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Series 1997 Bonds" in Section 8 of the Series 1997 Bonds;

(B) the Company shall not be required to deliver a Favorable Opinion of Tax Counsel if the new Long-Term Interest Rate Period automatically occurs because the Company has not provided for the next Long-Term interest Rate Period as described in the preceding paragraph; and

(C) the Company shall not be required to deliver a Favorable Opinion of Tax Counsel if the Company has previously designated one (1) or more successive Long-Term Interest Rate Periods substantially equal in length to the then current Long-Term Interest Rate Period and if a

Favorable Opinion of Tax Counsel was delivered before the first such Long-Term Interest Rate Period.

(2) Limitations. Any change in the method of determining the interest rate on the Series 1997 Bonds pursuant to subdivision one (1) above must also comply with the following:

(i) the effective date of the change (or each effective date in the case of a change from a Commercial Paper Mode) shall be a Business Day which is at least fifteen (15) days (thirty (30) days if the effective date is earlier than the day after the last day of the then current Long-Term Interest Rate Period) after the fifth (5th) Business Day (or such shorter period as shall be agreed to by the Trustee) following receipt by the Trustee of the Company's notice of change;

(ii) if a Long-Term Interest Rate is then in effect, the effective date of any change must be either (A) the day after the last day of the then current Long-Term Interest Rate Period or (B) provided that the Company delivers a Favorable Opinion of Tax Counsel on the date notice of such change is given to the Trustee, any other day on which the Series 1997 Bonds would be subject to redemption as described under the paragraph captioned "Optional Redemption During Long-Term Interest Rate Period" in Section 8 of the Series 1997 Bonds;

(iii) if the company designates successive Long-Term Interest Rate Periods, the effective date of each later Long-Term Interest Rate Period must be the day after the last day of the immediately preceding Long-Term Interest Rate Period;

(iv) if a Commercial Paper Mode is then in effect, the effective date of any change must be either the day after the last day of the then current Commercial Paper Mode or, as to any Series 1997 Bond, the day after the last day of the Commercial Paper Period then in effect (or to be in effect) with respect to such Series 1997 Bond;

(v) (A) if any Series 1997 Bonds have been called for redemption and the redemption has not yet been effected, the effective date of the change cannot occur before the redemption date, and (B) after a determination is made requiring a redemption as described under "Mandatory Redemption on Determination of Taxability" in Section 8 of the Series 1997 Bonds, no change in the method of determining the interest rate on the Series 1997 Bonds may become effective until such redemption has been effected;

(vi) if a Commercial Paper Mode is then in effect, the Remarketing Agent shall determine Commercial Paper Periods of such duration as will, in the judgment of the Remarketing Agent, best promote an orderly transition to the new method; and after the receipt by the

Trustee of the Company's notice of such change, the day after the last day of the then current Commercial Paper Period for each Series 1997 Bond shall be, with respect to such Series 1997 Bond, the effective date of such change; and the Remarketing Agent shall promptly give written notice of each such last day and each such effective date with respect to each Series 1997 Bond to the City, the Company and the Trustee;

(vii) if a Long-Term Interest Rate or a Daily Rate is then in effect, the effective date of any change cannot occur during the period after a Record Date and to, but not including, the related Interest Payment Date; and

(viii) if a Letter of Credit is then in effect, the number of days of interest covered by the Letter of Credit shall be as set forth in Article V.

During any transition period, Series 1997 Bonds bearing interest at a Commercial Paper Rate shall be governed by the provisions of this Indenture applicable to a Commercial Paper Mode and Series 1997 Bonds bearing interest at a Daily Rate, Weekly Rate or Long-Term Interest Rate, as applicable, shall be governed by the provisions of this Indenture applicable to such methods of determining the interest rate on the Series 1997 Bonds.

(c) Notice to Holders of Series 1997 Bonds of Change in Interest Rate Determination Method. When a change in the method of determining the interest rate on the Series 1997 Bonds is to be made, or upon the commencement of any new Long-Term Interest Rate Period, the Trustee will notify the holders of Series 1997 Bonds by first-class mail at least fifteen (15) days before the effective date (or each effective date in the case of a change from a Commercial Paper Mode) of such change or new period, except that such notice shall be given at least thirty (30) days prior to the effective date if a Long-Term Interest Rate is then in effect and the effective date is earlier than the day after the last day of the then current Long-Term Interest Rate Period. The notice shall state:

(1) that the interest rate determination method for the Series 1997 Bonds will be changed and what the new method will be;

(2) the effective date of the change; and

(3) that a mandatory redemption will result on the effective date of the change, as provided in Section 8 of the Series 1997 Bonds.

The information required in any notice pursuant to this subsection (c) and the information required in any redemption notice (including an Additional Notice) pursuant to Section 3.04 may be combined in a single notice if the same shall be sent to holders of Series 1997 Bonds in the

manner and at the time specified in "Notice of Redemption" in Section 8 of the Series 1997 Bonds.

(d) Calculation of Interest. The Remarketing Agent shall provide the Trustee, the Bank and the Company with notice in writing or by telephone (promptly confirmed by facsimile transmission):

(1) by 12:00 Noon, New York City time, on the first (1st) Business Day after each month during which interest on the Series 1997 Bonds is payable at a Daily Rate, the Daily Rate for each day in such month;

(2) by 9:00 A.M., New York City time, on the Business Day after each day on which a Weekly Rate is set, such Weekly Rate;

(3) by 9:00 A.M., New York City time, on the Business Day after the first (1st) Business Day of each Commercial Paper Period, the duration thereof and the related Commercial Paper Rate;

(4) on the first (1st) Business Day of each Long-Term Interest Rate Period, the duration thereof and the related Long-Term Interest Rate; and

(5) on a Business Day preceding any redemption date, any interest rate required by the Trustee in order to enable it to calculate the accrued interest, if any, due on such redemption date.

Using the interest rates supplied by such notices, the Trustee shall calculate the amount of interest payable on the Series 1997 Bonds. The Remarketing Agent shall inform the Trustee, the Bank and the Company orally (promptly confirmed by facsimile, if requested) at the oral request of either of them of any interest rate set by the Remarketing Agent. The Remarketing Agent shall confirm the current interest rate by telephone or in writing to any holder of Series 1997 Bonds who requests it in any manner.

The setting of interest rates and the calculation of the amount of interest payable on the Series 1997 Bonds, as provided in this Indenture, shall be conclusive and binding on the parties to the Indenture, the Company, the Bank, the Remarketing Agent and the holders of Series 1997 Bonds.

(e) Change in Rate Determination Method -- Opinions of Counsel. Notwithstanding any other provision of this Section 2.02, no change shall be made in the method of determining the interest rate on the Series 1997 Bonds at the direction of the Company pursuant to Section 2.02(b)(1) if the Trustee shall receive written notice prior to the effective date of such change that the Favorable Opinion of Tax Counsel required by Section 2.02(b)(1) or Section 2.02(b)(2)(ii) has been rescinded. If the Trustee shall

have sent notice to the holders of Series 1997 Bonds regarding such change under Section 2.02(c), the Trustee shall promptly notify the holders of Series 1997 Bonds of such rescission.

Section 2.03 Execution And Authentication.

The Bonds shall be signed on behalf of the City by the manual or facsimile signature of its _____ and attested by the manual or facsimile signature of its _____, and the seal of the City shall be impressed or imprinted on the Bonds by facsimile or otherwise. All authorized facsimile signatures shall have the same effect as if manually signed. 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. 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 action.

A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Indenture until the Trustee manually signs the certificate of authentication on such Bond. Such signature shall be conclusive evidence that such Bond has been authenticated under this Indenture.

Section 2.04 Bond Register.

Bonds must be presented at the principal corporate trust office of the Trustee for registration of transfer, exchange and payment. Bonds tendered by their Owners must be delivered as specified in the Bonds. The Trustee shall keep a register of Bonds and of their transfer and exchange, which register shall be open to inspection by the City and the Company during normal business hours.

Section 2.05 Registration And Exchange Of Bonds; Persons Treated As Owners.

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 Owner or the Owner's attorney duly authorized in writing, the City shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in an equal aggregate principal amount and registered in the name of the transferee.

Bonds may be exchanged for an equal aggregate principal amount of Bonds of different authorized denominations. The City shall execute and the Trustee shall authenticate and deliver the new Bond or Bonds that the

Bondholder making the exchange is entitled to receive, bearing numbers not then outstanding.

Except in connection with the purchase of Bonds tendered for purchase or purchased in lieu of redemption, the Trustee shall not be required to transfer or exchange any Bond called for redemption or during the period beginning fifteen (15) days before the mailing of a notice calling the Bonds or any portion of the Bonds for redemption and ending on the redemption date. In the event the Trustee transfers such Bonds, the new owner shall be given notice of the pending redemption.

The Owner of a Bond shall be the absolute owner of such Bond for all purposes, and all payments of principal, premium, if any, interest or purchase price shall be made only to or upon the written order of such Owner or such Owner's legal representative.

The Trustee shall 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 2.06 Mutilated, Lost, Stolen, Destroyed Or Undelivered 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 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, the Trustee, the Bank and the Company 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 with the consent of the Company pay such Bond without requiring surrender of such Bond upon satisfaction of such requirements as the Trustee deems fit for the protection of the City, the Company and the Trustee, including a lost instrument bond. The City, the Company and the Trustee may charge reasonable fees and expenses in this connection.

If a Series 1997 Bond is called for redemption and the Company elects to purchase such Bond in lieu of redemption as provided in Article III, or if the Owner of a Series 1997 Bond gives irrevocable notice of tender to the Remarketing Agent, and in either case if funds are deposited with the Trustee sufficient for the purchase or purchase in lieu of redemption, upon request of the Company or the Remarketing Agent, the City shall execute and the Trustee shall authenticate a new Series 1997 Bond in the same denomination registered as the Company or the Remarketing Agent may direct and deliver it to the Company or its order, whether the Series 1997 Bond so purchased is ever delivered, but if the funds are obtained by a drawing on the Letter of Credit, the Trustee must comply with Section

3.08(a)(3). From and after the purchase date, interest on the purchased Series 1997 Bond shall cease to be payable to the prior Owner thereof; such Owner shall cease to be entitled to the benefits or security of this Indenture and shall have recourse solely to the funds held by the Trustee for the purchase of such Series 1997 Bond, and the Trustee shall not register any further transfer of such Series 1997 Bond by such prior Owner.

Section 2.07 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 2.05 or 2.06, the Trustee shall promptly cancel and destroy such Bond and deliver a certificate of destruction to the Company and the City.

Section 2.08 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 variations. The City shall, without unreasonable delay, prepare and execute and the Trustee shall authenticate and deliver definitive Bonds in exchange for the temporary Bonds. Such exchange shall be made by the Trustee without charge.

Section 2.09 Book -Entry System.

The Series 1997 Bonds shall be initially registered in the name of Cede & Co., as nominee for The Depository Trust Company as the initial Securities Depository, and held in the custody of the Securities Depository. A single certificate shall be issued and delivered to the Securities Depository for the Series 1997 Bonds. The actual purchasers of the Series 1997 Bonds (the "Beneficial Owners") will not receive physical delivery of Series 1997 Bond certificates except as provided herein. So long as there exists a Securities Depository as provided herein, all transfers of beneficial ownership interests in the Series 1997 Bonds shall be made by book-entry only, and no person purchasing, selling or otherwise transferring beneficial ownership interests in the Series 1997 Bonds will be permitted to receive, hold or deliver any Series 1997 Bond certificate. The City, the Company and the Trustee shall treat the Securities Depository or its nominee as the sole and exclusive Owner of Series 1997 Bonds for all purposes, including payments of principal of, premium, if any, and interest on the Bonds, notices and voting.

The City and the Trustee covenant and agree, so long as The Depository Trust Company shall continue to serve as Securities Depository for the Series 1997 Bonds, to meet the requirements of The Depository Trust

Company with respect to required notices and other provisions of the Letter of Representations executed by the City, the Trustee and the Remarketing Agent with respect to the Series 1997 Bonds.

The City, the Trustee and the Remarketing Agent may conclusively rely upon (i) a certificate of the Securities Depository as to the identity of the Participants in the Book-Entry System with respect to the Series 1997 Bonds and (ii) a certificate of any such Participant as to the identity of, and the respective principal amount of Bonds beneficially owned by, the Beneficial Owners.

Whenever Series 1997 Bonds remain Outstanding and the beneficial ownership thereof must be determined by the books of the Securities Depository, the requirements in this Indenture for holding, delivering, tendering or transferring Series 1997 Bonds shall be deemed modified to require the appropriate person to meet the requirements of the Securities Depository with respect to such actions to produce the same effect. Any provision hereof permitting or requiring delivery of Series 1997 Bonds shall, while the Series 1997 Bonds are in the Book-Entry System, be satisfied by notation on the books of the Securities Depository in accordance with state law.

The Trustee and the City, at the direction and expense of the Company and with the consent of the Remarketing Agent, may from time to time appoint a successor Securities Depository and enter into an agreement with such Securities Depository to establish procedures with respect to the Series 1997 Bonds not inconsistent with the provisions of this Indenture. Any successor Securities Depository shall be a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended.

None of the City, the Company, the Trustee and the Remarketing Agent shall have any responsibility or obligation to any Securities Depository, any Participant in the Book-Entry System or the Beneficial Owners with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant; (ii) the payment by the Securities Depository or by any Participant of any amount due to any Beneficial Owner in respect of the principal amount (including premium) or redemption or purchase price of, or interest on, any Series 1997 Bonds; (iii) the delivery of any notice by the Securities Depository or any Participant; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 1997 Bonds; or (v) any other action taken by the Securities Depository or any Participant in connection with the Series 1997 Bonds.

Series 1997 Bond certificates shall be delivered to and registered in the name of the Beneficial Owners only under the following circumstances:

- (a) The Securities Depository determines to discontinue providing its service with respect to Series 1997 Bonds and no successor Security Depository is appointed as described above. Such a determination may be

made at any time by giving reasonable notice to the City or the Trustee and discharging its responsibilities with respect thereto under applicable law.

(b) The Company determines not to continue the Book-Entry System through any Securities Depository.

If at any time the Securities Depository ceases to hold the Series 1997 Bonds, all references herein to the Securities Depository shall be of no further force or effect.

A supplemental indenture authorizing Additional Bonds need not provide for the same securities depository or any securities depository.

Section 2.10 Additional Bonds.

Additional Bonds may be issued under and secured by this Indenture at one time or from time to time, in addition to the Series 1997 Bonds and, subject to the conditions hereinafter provided in this Section 2.10, for the purposes set forth in Section 4.5 of the Loan Agreement. Such Additional Bonds shall be dated, shall be stated to mature on such date and in such year or years, shall bear interest at such rate or rates, and may be made redeemable at such times and prices, all as may be provided by the supplemental indenture authorizing the issuance of such Additional Bonds. Additional Bonds may be issued as taxable or tax-exempt.

Such Additional Bonds shall be executed substantially in the form and manner hereinabove set forth and shall be deposited with the Trustee for authentication, but before such Additional Bonds shall be authenticated and delivered by the Trustee, there shall be delivered to the Trustee the following:

(a) A written statement by the Company approving the terms, conditions, manner of issuance, delivery and contemplated disposition of the proceeds of the sale of such Additional Bonds and agreeing that the amount payable under Section 4.2 of the Loan Agreement shall be computed so as to include such Additional Bonds.

(b) Original executed counterparts of the amendment to the Loan Agreement and the supplemental indenture.

(c) An Opinion of bond counsel to the effect that the Additional Bonds have been validly issued under the supplemental indenture and that all requirements under the supplemental indenture precedent to the delivery of the Additional Bonds have been satisfied.

(d) A request and authorization to the Trustee on behalf of the City and signed by an authorized officer to authenticate and deliver such Additional Bonds to or as directed by the purchaser or purchasers therein identified, registered in the names and in the denominations specified to the Trustee by the purchaser or purchasers, upon payment to the Trustee, but for the account of the City, of a sum specified in such request and authorization plus accrued interest, if any, on such Additional Bonds to the date of delivery. The proceeds of the sale of such Additional Bonds shall be paid over to the Trustee and applied as provided in the supplemental indenture authorizing their issuance.

Article III.

*Redemption, Purchases In Lieu Of
Redemption And Remarketing.*

Section 3.01 Notices To Trustee.

If the Company elects to redeem any Bonds pursuant to any optional redemption provision in the Bonds, the Company shall notify the Trustee of the applicable provision, the redemption date, the principal amount of Bonds to be redeemed, the redemption price and other necessary particulars. The Company shall give such notice at least forty-five (45) days before the redemption date.

Section 3.02 Redemption Dates.

The redemption date of the Bonds to be redeemed pursuant to any optional redemption provision in the Bonds shall be a date permitted by the Bonds and specified by the Company in the notice delivered pursuant to Section 3.01. The redemption date for mandatory redemptions shall be as specified in the Bonds or as determined by the Trustee consistently with the provisions of the Bonds.

Section 3.03 Selection Of Bonds To Be Redeemed.

Except as otherwise provided in the Bonds, and while a Book-Entry System is not in effect, if fewer than all the Bonds of a series are to be redeemed, the Trustee shall select the Bonds of that series to be redeemed by lot or other method it deems fair and appropriate, except that the Trustee shall select, first, any Bonds owned by the Bank or any of its nominees or held by the Trustee for the account of the Bank or any of its nominees and, second, any Undelivered Bonds if the Company has offered to purchase such

Bonds in lieu of redemption. The Trustee shall make its selection from Bonds not previously called for redemption. For this purpose, the Trustee shall consider each Bond in a denomination larger than the minimum denomination permitted by the Bonds at the time to be separate Bonds, each in the minimum denomination. Provisions of this Indenture that apply to Bonds called for redemption shall also apply to portions of bonds called for redemption. While a Book-Entry System is in effect, the procedures of the Securities Depository shall control with respect to the selection of Bonds to be redeemed.

Section 3.04 Redemption Notices.

(a) Official Notice of Redemption. The Trustee shall give notice of each redemption as provided in the Bonds and shall at the same time give a copy of such notice to the Bank and the Remarketing Agent, provided that no redemption notice shall be required with respect to a redemption of Series 1997 Bonds under the paragraph captioned "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Mode" in Section 8 of the Bonds. The notice shall identify the Bonds to be redeemed and shall state (1) the redemption date, (2) the redemption price, (3) that the Bonds called for redemption must be surrendered to collect the redemption price, (4) the address at which the Bonds must be surrendered and (5) that interest on the Bonds called for redemption ceases to accrue on the redemption date. In addition, if a Letter of Credit is expiring, the notice will state that the expiration date and that the expiration might result in reduction or withdrawal of either of or both the Rating Agencies' ratings of the Bonds.

With respect to any redemption of the Series 1997 Bonds under the paragraph captioned "Optional Redemption During Long-Term Interest Rate Period", "Extraordinary Optional Redemption" or "Optional Redemption During Daily or Weekly Rate Period" in Section 8 of the Series 1997 Bonds, unless monies sufficient to pay the principal of, and the premium, if any, and interest on, the Series 1997 Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may state that said redemption shall be conditional upon the receipt of such monies by the Trustee on or prior to the date fixed for redemption. If such monies are not received by the redemption date, such notice shall be of no force and effect, the City shall not redeem such Series 1997 Bonds, the redemption price shall not be due and payable and the Trustee shall give notice in the same manner in which the notice of redemption was given, that such monies were not so received and that such Series 1997 Bonds will not be redeemed.

The Trustee will give a notice of redemption under "Mandatory Redemption Upon Expiration of Letter of Credit" or "Mandatory Redemption Upon Delivery of an Alternate Letter of Credit" in Section 8 of the Series 1997 Bonds under the circumstances described in Section 5.01.

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 in respect of which no such failure has occurred. Any notice mailed as provided in the Bonds shall be conclusively presumed to have been given, whether or not actually received by the addressee Owner.

(b) Additional Notice of Redemption. In addition to the redemption notice required in subsection (a) above, if the Book-Entry System is not then in effect for the Bonds, a further notice (the "Additional Notice") shall be given by the Trustee as set out below. No defect in the Additional Notice nor any failure to give all or any portion of the Additional Notice shall in any manner defeat the effectiveness of a call for redemption if the notice required in subsection (a) above is given.

(1) Each additional Notice shall contain (i) the C.U.S.I.P. numbers of all Bonds being redeemed; (ii) the date of original issuance of the Bonds; (iii) the interest rate determination method for, or the rate of interest borne by, each Bond being redeemed; (iv) the Maturity Date of the Bonds; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each check or other transfer of funds issued for payment of the redemption price of the Bonds being redeemed shall bear the C.U.S.I.P. number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(3) Each additional Notice shall be sent at least thirty-five (35) days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations similar to the Bonds (such depositories now being The Depository Trust Company of New York, New York and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania) and to one (1) or more national information services that disseminate notices of redemption of obligations such as the Bonds.

The information required in any redemption notice (including an Additional Notice) pursuant to this Section 3.04 and the information required in any notice pursuant to Section 2.02(c) may be combined in a single notice if the same shall be sent to Bondholders in the manner and at the time specified in "Notice of Redemption" in Section 8 of the Bonds.

Section 3.05 Payment Of Bonds Called For Redemption.

Upon surrender to the Trustee, Bonds called for redemption shall be paid or purchased in lieu of redemption as provided in this Article III and the Bonds at the redemption price stated in the notice, plus assured interest, if

any, to the redemption date, or at a purchase price calculated as set forth in the Bonds, plus accrued interest, if any, to the purchase date; provided, however, that while a Book-Entry System is in effect, the Bond held by the Securities Depository need not be surrendered for a partial redemption.

Section 3.06 Bonds Redeemed In Part.

Upon surrender of a Bond to be redeemed or purchased in lieu of redemption in part, the City shall execute and the Trustee shall authenticate and deliver to the Owner a new Bond or Bonds of the same series and maturity in authorized denominations equal in aggregate principal amount to the unredeemed or unpurchased portion of the Bond surrendered.

Section 3.07 Purchase Of Series 1997 Bonds In Lieu Of Redemption.

When Series 1997 Bonds are called for redemption pursuant to the paragraphs captioned "Mandatory Redemption at Beginning of a New Long-Term Interest Rate Period", "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Bonds", "Mandatory Redemption Upon Expiration of Letter of Credit", "Mandatory Redemption Upon Delivery of an Alternate Letter of Credit" (or "Mandatory Redemption Upon an Extension of Maturity of the Bonds") in Section 8 of the Series 1997 Bonds, the Company may purchase some of or all the Series 1997 Bonds (in authorized denominations) called for redemption if it (or the Remarketing Agent on its behalf) gives notice to the Trustee by no later than 3:00 P.M., New York City time, on the Business Day before the redemption date that it wishes to purchase Series 1997 Bonds in the principal amount specified in such notice in lieu of the redemption thereof and, when a Letter of Credit is not in effect, furnishes the Trustee sufficient money in sufficient time for the Trustee to make the purchase on the redemption date. On the redemption date, the Trustee shall purchase in lieu of redemption Series 1997 Bonds called for redemption under the paragraph captioned "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Mode" in Section 8 of the Series 1997 Bonds unless otherwise instructed in writing by the Company or unless the Series 1997 Bonds to be purchased are subject to redemption pursuant to the paragraph captioned "Mandatory Redemption on Determination of Taxability" in Section 8 of the Series 1997 Bonds on or prior to such redemption date. The Trustee shall purchase Series 1997 Bonds pursuant to this Section 3.07 only as provided in Section 4.02.

Section 3.08 Disposition Of Purchased Series 1997 Bonds.

(a) Series 1997 Bonds to be Remarketed.

Series 1997 Bonds purchased pursuant to tenders as provided in the bonds or in lieu of redemption as provided in Section 3.07 shall be offered for sale by the Remarketing Agent as provided in this Section 3.08, except as follows:

(1) Series 1997 Bonds purchased pursuant to a tender after having been called for redemption under a provision in the Series 1997 Bonds that does not provide the Company an option to purchase in lieu of redemption shall be canceled.

(2) Series 1997 Bonds which are tendered between the date notice of any redemption is given and the redemption date may be remarketed before the redemption date only if the buyer receives a copy of the redemption notice from the Remarketing Agent.

(3) Series 1997 Bonds purchased with funds obtained by a drawing on the Letter of Credit will be held by the Trustee as pledgeholder for the benefit of the Bank (or, if the Series 1997 Bonds are held in the Book-Entry System, such Series 1997 Bonds shall be recorded in the books of the Securities Depository for the account of the Trustee and shall be deemed pledged to the Bank), all in accordance with the reimbursement agreement or any pledge agreement under which the Letter of Credit is issued. The Bank's security interest in such Series 1997 Bonds shall be released only after the Trustee has been notified in writing by the Bank that the Letter of Credit has been reinstated by the amount of the funds drawn to purchase such Bonds (A) as a result of reimbursement by the Company to the Bank or (B) because such Series 1997 Bonds have been remarketed and the proceeds of such remarketing have been received by the Securities Depository for the account of the Trustee (for the benefit of the Bank). The Trustee shall promptly give the Bank notice by facsimile transmission that the proceeds referred to in clause (B) above have been credited to its account (for the benefit of the Bank) by the Securities Depository. If such Series 1997 Bonds have been released pursuant to clause (B) above, the Trustee shall instruct the Securities Depository to transfer such Series 1997 Bonds on its records to the account of the Remarketing Agent or its Participant. If such Series 1997 Bonds have been released pursuant to clause (A) above, the Trustee shall instruct the Securities Depository to transfer any such Series 1997 Bonds to the account of a Participant designated by the Company.

(4) Series 1997 Bonds shall not be offered for sale under this Section 3.08 during the continuance of an Event of Default, but Series 1997 Bonds may be offered for sale under this Section 3.08 during the continuance of an event which, with the giving of notice or lapse of time or both, would become an Event of Default in the sole discretion of the Remarketing Agent.

(b) Remarketing Effort. Except to the extent the company directs the Remarketing Agent not to do so, the Remarketing Agent shall offer for sale

and use its best efforts to sell all Series 1997 Bonds to be sold as provided in subsection (a) of this section and, when directed by the Company, any Series 1997 Bonds held by or on behalf of the Bank or the Company. The purchase price of each Series 1997 Bond must be equal to the principal amount of such Series 1997 Bond plus accrued interest, if any, to the purchase date. The Company may direct the Remarketing Agent from time to time to cease and to resume sales efforts with respect to some or all of the Series 1997 Bonds. The Remarketing Agent may buy as principal any Series 1997 Bonds to be offered under this section. The Remarketing Agent shall give telephonic or telecopier notice, promptly confirmed in writing, to the Trustee specifying the principal amount of the Series 1997 Bonds for which it has remarketing proceeds (that meet the requirements of Section 4.02, clause first) on hand to purchase Series 1997 Bonds on any purchase date, as well as the principal amount of the Series 1997 Bonds for which it does not have remarketing proceeds on hand to purchase Series 1997 Bonds on such purchase date and the amount of accrued interest, if any, due on such Series 1997 Bonds. When the Series 1997 Bonds bear interest at a Daily Rate, such notice shall be given at or prior to 10:45 A.M., New York City time, on the applicable purchase date; at all other times, such notice shall be given at or prior to 3:00 P.M., New York City time, on the Business Day immediately preceding the applicable purchase date. When the Book-Entry System is not in effect, the Remarketing Agent shall also provide the Trustee at the time of such notice with the names, addresses and taxpayer identification numbers of the new Owners of the Series 1997 Bonds which have been remarketed in order to enable the Trustee to comply with subsection (c) of this section. The Remarketing Agent shall deliver directly to the Trustee an amount equal to the principal of and accrued interest, if any, on the Series 1997 Bonds which the Remarketing Agent has advised the Trustee have been remarketed and for which it has remarketing proceeds on hand for direct deposit in the Purchase Fund as described in Section 4.02 no later than 11:00 A.M., New York City time, on the applicable purchase date.

(c) Delivery of Remarketed Series 1997 Bonds. When the Book-Entry System is not in effect, the Trustee shall deliver Series 1997 Bonds sold by the Remarketing Agent under this section to the Remarketing Agent (or, at the direction of the Remarketing Agent, to the purchasers), registered in the manner directed by the Remarketing Agent, against payment therefor in immediately available funds.

(d) Remarketing After Extension of Maturity. Series 1997 Bonds may be remarketed as taxable bonds upon the extension of the maturity thereof pursuant to Section 9 of the Series 1997 Bonds, but may only be remarketed as tax exempt if the City and the Trustee receive a Favorable Opinion of Tax Counsel.

Article IV.

*Application Of Proceeds And Payment
Of Series 1997 Bonds.*

Section 4.01 Application Of Proceeds.

(a) The City will cause the proceeds of the initial sale of the Series 1997 Bonds to be deposited with the Trustee as described below. The Trustee will hold those proceeds in trust for the benefit of the Company and the Bondholders and will apply the proceeds in accordance with this section.

The Trustee will deposit \$_____ of the proceeds of the initial sale of the Series 1997 Bonds into the "Costs of Issuance Fund" which is hereby created with the Trustee, to pay a portion of the costs of issuing the Series 1997 Bonds, including, without limitation, the underwriting fee for the initial sale of the Series 1997 Bonds, all printing expenses in connection with the Indenture, the Loan Agreement, the Reimbursement Agreement, the preliminary offering memorandum and offering memorandum for the Series 1997 Bonds; legal fees; Rating Agency fees; and the initial fees of the City and the Trustee. The costs described above are payable upon submission of a written request from a Company Representative stating that the amount indicated thereon is justly due and owing, has not been the subject of another written request which has been paid and is a proper cost of issuing the Series 1997 Bonds. Any monies remaining in the Costs of Issuance Fund on the earlier of the payment of all costs of issuance of the Series 1997 Bonds or _____, 199__ shall be transferred to the Project Fund and applied as described below.

The Trustee will deposit all remaining proceeds from the initial sale of the Series 1997 Bonds and any excess proceeds from the Costs of Issuance Fund into the "Project Fund", which is hereby created with the Trustee. Monies in the Project Fund will be disbursed to pay the Project Cost, or to reimburse the Company for Project Costs paid by it, upon receipt of a requisition signed by a Company Representative stating with respect to each disbursement to be made, the following:

(1) that the cost of an aggregate amount set forth in such requisition have been made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications and building permits therefor then in effect;

(2) that the amount paid or to be paid, as set forth in such requisition, represents either (i) capitalized interest and is to be used to pay interest on the Series 1997 Bonds or (ii) a part of the amount due and payable for Project Costs and that such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of

any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

(3) that no part of the Project Costs was included within the costs referred to in any requisition previously filed with the Trustee under the provisions of this Indenture;

(4) that (i) the withdrawal of monies from the Project Fund and the use of the property financed or reimbursed therefrom has not and will not result in a violation of any representation, term or covenant in the Tax Agreement and (ii) any Opinion of Tax Counsel required to be delivered as a result of changes to the Project pursuant to Section 3.2 of the Loan Agreement has been delivered to the Trustee and the City;

(5) that the amount remaining in the Project Fund, together with (i) monies then on hand at the Company or committed to the Company which are or will be available, and are anticipated by the Company to be applied, to pay the Project Costs and (ii) expected investment earnings to be deposited into the Project Fund pursuant to this Indenture, will, after payment of the amount requested in said requisition, be sufficient to pay the costs of completing the Project substantially in accordance with the construction contracts, plans and specifications and building permits therefor, if any, then in effect; and

(6) that the amounts paid or to be paid as set forth in the requisition are properly payable under the terms of this Indenture and that all conditions precedent to payment as prescribed in this Indenture have been satisfied.

The Company shall attach to each requisition a list of invoices or bills of sale covering all items for which payment is being requested in such requisition issued by the manufacturers, suppliers or other sellers of such items. The invoices or bills shall be available for review by the Trustee in the offices of the Company; provided that the Trustee shall have no duty or obligation to review such invoices and may conclusively rely on such requisitions.

To the extent that the Company leases from third parties or otherwise provides items for the Project from sources other than funds on deposit in the Project Fund, the costs thereof shall not be included in the Project Costs referred to above.

The Trustee will maintain adequate records pertaining to the proceeds of the Bonds held by it and all disbursement from them made by the Trustee.

"Project Costs" means all costs properly chargeable to the acquisition, construction, installation or equipping of the Project or to its financing, including, without limitation, the following:

(A) The cost of construction and acquisition of all lands, structures, real or personal property, rights, rights-of-way, franchises, easements and interests acquired or used for the Project.

(B) The cost of demolishing or removing any buildings or structures on land so acquired, including the cost of acquiring any lands to which such building or structures may be moved.

(C) The cost of all machinery and equipment.

(D) Interest during construction of the Project.

(E) Reserves for extensions, enlargements, additions, replacements, renovations and improvements.

(F) The cost of architectural, engineering, financial and legal services, plans, specifications, studies, surveys, estimates, administrative expenses and other expenses necessary or incident to determining the feasibility of constructing the Project or incident to its construction, acquisition or financing.

(b) Completion Date. The Company shall deliver to the City and the Trustee upon completion of the Project a certificate as described below (the "Completion Certificate") signed by a Company Representative stating the following:

1. All portions of the Project have been fully completed in accordance with the plans and specifications therefor, as then amended, and the date of completion.

2. Such persons have made such investigation of such sources of information as are deemed by such persons to be necessary, including pertinent records of the Company, and are of the opinion that the Project has been fully paid for and no claim or claims exist against the Company or against the properties of the Company or, to the best of such persons' knowledge, against the City or against the properties of the City, out of which a lien based on furnishing labor or material for the Project exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen in the event that the Company intends to contest such claim or claims, in which event such claim or claims shall be described; provided, further, however, that in such event such certificate shall state that funds are on deposit in the Project Fund which, together with (i) monies then on hand at the Company or committed to the Company which are or will be available, and are anticipated by the Company to be applied, to pay the Project Costs, and (ii) expected investment earnings to be deposited into the Project Fund pursuant to this Indenture, are sufficient to make payment of the full amount which might in any event

by payable in order to satisfy such claim or claims. In the event such certificate shall state that there is a claim or claims in controversy which create or might ripen into a lien, there shall be filed with the City and the Trustee a certificate of the Company Representative stating that such claim or claims have been paid when the same has in fact occurred.

3. The withdrawal of monies from the Project Fund and the use of the property financed or reimbursed therefrom has not and will not result in a violation of any representation, term or covenant in the Tax Agreement.

4. All Opinions of Tax Counsel required to be delivered as a result of changes made pursuant to Section 4.02 of the Loan Agreement have been delivered to the Trustee and the City.

(c) Disposition of Project Fund Monies After Project is in Service or Upon Determination Not to Complete the Project. Any monies ("Excess Funds") (including investment proceeds) remaining in the Project Fund on the earlier of the following dates (the "Remedial Action Date") (i) the date on which the Company determines that the Project will not be completed; or (ii) the date on which the entire Project is placed in service (i.e., the date the Project is operating at substantially the level for which it is designed), shall be used in accordance with Treasury Regulation 1.144-2 (the "Placed in Service Date") for one (1) or more of the following purposes:

(1) at the direction of the Company Representative, for the payment, in accordance with the provisions of this Indenture, of any Project Costs not theretofore paid;

(2) at the direction of the Company Representative, for the payment of costs of any additional improvements to be installed or constructed on the Project Site upon compliance with Section 3.2 of the Loan Agreement;

(3) for transfer to the Bond Fund; or

(4) (a) to pay, on or before ninety (90) days following the Remedial Action Date, all or part of the price of purchasing a portion of the Series 1997 Bonds on tender, in the open market or at private sale, at a purchase price not in excess of one hundred percent (100%) of the principal amount of such Series 1997 Bonds plus accrued interest to the date of such purchase for the purpose of cancellation;

(b) if the Series 1997 Bonds are callable within ninety (90) days following the Remedial Action Date, to pay, on or before ninety (90) days following the Remedial Action Date, all or part of the redemption price of a portion of the Series 1997 Bonds; or

(c) if the Series 1997 Bonds are not callable within ninety (90) days following the Remedial Action Date, for transfer into an escrow account established with the Trustee, upon filing required notice to the Internal Revenue Service, such transfer and notice to be on or before ninety (90) days following the Remedial Action Date, to be used to pay, on the first (1st) date on which Series 1997 Bonds may be redeemed, but in any event within ten and one-half ($10\frac{1}{2}$) years from the date of issuance of the Series 1997 Bonds, all or part of the redemption price of a portion of the Series 1997 Bonds;

provided, that, except for the purpose described in subparagraph (1) above, no money, including earnings on the investment on such monies, may be so used unless and until the Trustee has been furnished with Favorable Opinion of Tax Counsel; provided further that the earnings on the investment of the monies on deposit in such escrow account described in subparagraph (4)(c) above shall be transferred on each interest payment date on the Series 1997 Bonds to the Bond Fund and shall be used to pay interest on the Series 1997 Bonds coming due on each interest payment date on the Series 1997 Bonds (or to reimburse the Bank for draws under the Letter of Credit to pay interest on the Series 1997 Bonds); and provided further that, until used for the foregoing purpose described in subparagraph (4)(c) above, monies on deposit in such escrow account may be invested in investments authorized by Section 4.03 hereof, but may not be invested to produce a yield on such monies (computed from the Placed in Service Date and taking into account any investment of such monies during the period from the Placed in Service Date until such monies were deposited in such escrow account) greater than the yield on the Series 1997 Bonds from which such proceeds were derived, all as such terms are used in and determined in accordance with the Code and regulations promulgated thereunder.

(d) Investment of Project Fund Monies. Monies on deposit in the Project Fund may be invested only in accordance with the provisions of Sections 5.4 and 5.5 of the Loan Agreement and Section 4.03 hereof, and income resulting therefrom shall be credited to the Project Fund or the Rebate Fund as provided in the Tax Agreement.

(e) Event of Default. If an Event of Default occurs and the maturity of the Series 1997 Bonds is accelerated, the Trustee will to the extent necessary use monies in the Project Fund to reimburse the Bank for draws under the Letter of Credit to make payments on the Series 1997 Bonds, regardless of the other provisions of this section.

Section 4.02 Payments Of Series 1997 Bonds.

When a Letter of Credit is in effect, the Trustee will make payments of principal and purchase price of, and interest on, the Series 1997 Bonds first (for payment of purchase price of Series 1997 Bonds only), from the proceeds of the sale of Series 1997 Bonds under Section 3.08, except proceeds from Series 1997 Bonds sold to the City or the Company or any "insider" of either of the foregoing (as defined in the Bankruptcy Law); second, from monies drawn under the Letter of Credit; third, from any other monies or securities if there is delivered to the Trustee an Opinion of Counsel experienced in bankruptcy matters (which may assume that no Owner is an "insider" as defined in the Bankruptcy Law) to the effect that the use of such monies or securities to pay the principal or purchase price of, premium, if any, or interest on the Series 1997 Bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Law recoverable under Section 550 of the Bankruptcy Law should the City or the Company become a debtor in any proceeding commenced thereunder, which opinion shall also be addressed to and acceptable to any Rating Agency then rating the Series 1997 Bonds; and last from any other monies available to the Trustee. All monies referred to in clause first of such sentence shall be held in a separate and segregated account by the Trustee in the Purchase Fund, which is hereby created with the Trustee. However, payments of principal and interest on Series 1997 Bonds held by the Company or by the Trustee for the account of the Company will be paid only from the first and last categories of monies. The proceeds of investments of any monies in any of these categories may be used to the same extent as if the monies invested could be used had they not been invested. Funds in each category will be held in a separate and segregated account and will not be commingled with funds from the other categories or from any other source.

"Bankruptcy Filing" means the filing of a petition by or against the City or the Company under any bankruptcy act or similar act. If the petition has been dismissed and the dismissal is final and not subject to appeal at the relevant time, the filing will not be considered to have occurred.

When a Letter of Credit is not in effect, the Trustee will make payments of principal of and interest on the Series 1997 Bonds and the purchase price of Series 1997 Bonds first from the proceeds of the initial sale of the Series 1997 Bonds to the extent such proceeds are available for the purpose, second (for payment of purchase price of Series 1997 Bonds only) from the proceeds of the sale of Series 1997 Bonds under Section 3.08, and third from other monies available to the Trustee for the purpose. The proceeds of investments of any monies in any of these categories may be used to the same extent as if the monies invested could be used had they not be invested. All monies referred to in clauses first and second above shall each be held segregated by the Trustee.

The Trustee will provide the Remarketing Agent funds, to the extent available, needed by the Remarketing Agent to purchase Series 1997 Bonds

pursuant to tenders, and the Remarketing Agent will pay the purchase price of Series 1997 Bonds previously delivered to it pursuant to tenders. The Remarketing Agent will pay to the Trustee upon receipt the proceeds of sales of Series 1997 Bonds under Section 3.08 to the extent not needed by the Remarketing Agent to purchase Series 1997 Bonds pursuant to tenders. The Trustee shall make payments of the principal of, and premium, if any, and interest on, the Series 1997 Bonds only from monies available to the Trustee under this Indenture for that purpose. If the Remarketing Agent has been removed or has resigned and no successor Remarketing Agent has been appointed, the Trustee will pay the purchase price of tendered Series 1997 Bonds with any monies available to it under this Indenture for such purpose.

Section 4.03 Investments Of Monies.

Except as provided below, the Trustee shall invest and reinvest monies held by the Trustee as directed by the Company Representative in any investment permitted by law and the Tax Agreement. In the absence of any other direction, the Company Representative has directed that such monies be invested in a money market fund selected by the Trustee with a rating of "Am" or "Am-g" or better by a Rating Agency.

Notwithstanding anything in this Indenture to the contrary, monies held by the Trustee which are proceeds of a drawing under the Letter of Credit shall not be invested.

The Trustee may make investments permitted by this Article IV through its own bond department or the bond department of any bank or trust company under common control with the Trustee. Investments shall be made so as to mature or be subject to redemption at the option of the holder on or before the date or dates on which the Trustee anticipates that monies from the investments will be required. Investments shall be registered in the name of the Trustee and held by or under the control of the Trustee. The Trustee shall sell and reduce to cash a sufficient amount of investments whenever the cash held by the Trustee is insufficient. The Trustee shall not be liable for any loss from such investments to the extent directed by the Company Representative and to the extent such directions have been complied with by the Trustee.

Section 4.04 Monies Held In Trust.

The Trustee shall hold in trust for the benefit of the Bondholders all monies held by it for any payment on the Bonds. Monies in the Costs of Issuance Fund and the Project Fund shall be held by the Trustee for the benefit of the owners and holders of the Bonds and invested in accordance with Section 4.03 until disbursed as described in Section 4.01. Money received by the Remarketing Agent or the Trustee from the sale of any Series 1997 Bond under Section 3.08 or for the purchase of any Series 1997

Bond shall be held segregated from other funds or the Remarketing Agent or the Trustee in trust for the benefit of the Series 1997 Bondholder from whom such Series 1997 Bond was purchased or the person delivering such purchase money, as the case may be, and shall not be invested. The Trustee shall promptly, but in no event later than thirty (30) days after their original deposit, apply monies received from the Company in accordance with this Indenture and the Tax Agreement as directed by the Company Representative.

Article V.

Letter Of Credit.

Section 5.01 Requirements For Letter Of Credit.

(a) The initial Letter of Credit will be an irrevocable Letter of Credit of a commercial bank providing for direct payments to or upon the order of the Trustee of amounts up to (1) the principal of the Series 1997 Bonds when due, at maturity or upon acceleration, redemption, purchase pursuant to a tender or in lieu of redemption or otherwise; (2) interest on the Series 1997 Bonds for a period of forty-five (45) days at the rate of (twelve percent (12%)) per annum or such lower maximum interest rate as may be specified in the Letter of Credit; provided, however, that (A) if the Letter of Credit will be in effect during a Commercial Paper Mode, the stated coverage amount of the Letter of Credit will include an amount equal to interest on the Series 1997 Bonds for a period of three hundred seventy-five (375) days (or such other number of days as may be required by any Rating Agency then rating the Series 1997 Bonds) at a stated maximum interest rate; and (B) if the Letter of Credit will be in effect during a Long-Term Interest Rate Period, the stated coverage amount of the Letter of Credit will include interest on the Series 1997 Bonds for a period of two hundred ten (210) days (or such other number of days as may be required by any Rating Agency then rating the Series 1997 Bonds) at the Long-Term Interest Rate plus an amount equal to the premium required for redemption described under the paragraphs captioned "Mandatory Redemption Upon Expiration of Letter of Credit", "Mandatory Redemption Upon Delivery of an Alternate Letter of Credit", "Mandatory Redemption at Beginning of a New Long-Term Interest Rate Period", "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Bonds" and "Mandatory Redemption During a Long-Term Interest Rate Period Upon Extension of Bond Maturity" in Section 8 of the Series 1997 Bonds. The Letter of Credit will expire (A) at its stated expiration date, which will be no earlier than twenty (20) days after an Interest Payment Date that (except for the initial Letter of Credit) is one (1) year from its date of issuance, and if a Long-Term Interest Rate Period will be in effect, its stated expiration date will be no earlier than the first (1st) date on which the Series 1997 Bonds are subject to redemption

as described under the paragraph "Optional Redemption During Long-Term Interest Rate Period" in Section 8 of the Series 1997 Bonds, (B) (insert expiration provisions from initial Letter of Credit).

At least forty-five (45) days (or such shorter period as shall be acceptable to the Trustee, but not less than thirty (30) days) prior to the Interest Payment Date next preceding the Expiration Date of the current Letter of Credit, the Company may provide for the delivery to the Trustee of an amendment to the Letter of Credit which extends the Expiration Date to a date that is not earlier than one (1) year from its then current Expiration Date. If the Letter of Credit is so extended, the mandatory redemption described under the paragraph "Mandatory Redemption Upon Expiration of Letter of Credit" in Section 8 of the Series 1997 Bonds shall not occur. Unless all of the conditions of this paragraph which are required to be met forty-five (45) days (or such shorter period as shall be acceptable to the Trustee, but not less than thirty (30) days) preceding the Interest Payment Date next preceding the Expiration Date of the Letter of Credit have been satisfied, the Trustee shall take all action necessary to call the Series 1997 Bonds for mandatory redemption described under the paragraph "Mandatory Redemption Upon Expiration of Letter of Credit" in Section 8 of the Series 1997 Bonds on the Interest Payment Date next preceding such Expiration Date; provided that if the Company shall have notified the Trustee in writing that it expects to meet all the conditions for the delivery of an amendment extending the existing Letter of Credit on or before the Interest Payment Date next preceding the Expiration Date of the existing Letter of Credit, then the notice of such mandatory redemption shall state that it is subject to rescission, and the Trustee shall rescind such notice, if such conditions are so met (in which case such mandatory redemption shall not occur).

(b) Alternate Letter of Credit. The Company may elect to replace any Letter of Credit with a new Letter of Credit conforming to the requirements of Section 5.01(a).

In addition, if the method of determining interest on the Series 1997 Bonds is a Daily, Weekly or Commercial Paper Rate, the Company may elect to terminate the existing Letter of Credit (or elect not to replace an expiring Letter of Credit) by delivering to the Trustee at least thirty (30) days before the end of the last full Interest Period before the termination or expiration of the Letter of Credit, a letter from each rating Agency then rating the Series 1997 Bonds that the Series 1997 Bonds will be rated at least "A-1" or "P-1" (or its equivalent) after the termination or expiration of the Letter of Credit. If such election is made, the Series 1997 Bonds will be called for redemption as described under the caption "Mandatory Redemption Upon Expiration of Letter of Credit" in Section 8 of the Series 1997 Bonds.

Notwithstanding anything to the contrary contained herein, (1) unless the requirements of the preceding paragraph are met, while the Series 1997 Bonds bear interest at a Daily, Weekly or Commercial Paper Rate, they

shall be secured by a Letter of Credit, and (2) if the Series 1997 Bonds bear interest at a Long-Term Interest Rate, they shall not be secured or supported by a Letter of Credit or any other type of credit enhancement unless, immediately prior to the effective date of any change in the method of determining the interest rate on the Series 1997 Bonds from a Daily, Weekly or Commercial Paper Rate, the Remarketing Agent makes an objective determination in a certificate delivered to the Trustee that the present value of the cost of securing the Series 1997 Bonds with the Letter of Credit or any other type of credit enhancement (including the cost of paying interest on the Series 1997 Bonds at the expected interest rate and all fees associated with the Letter of Credit or any other type of credit enhancement) would be less than the cost of paying interest on the Series 1997 Bonds if it is not so secured (using as a discount rate the yield to maturity on the Series 1997 Bonds being converted to a Long-Term Interest Rate and treating the fees paid and to be paid for the credit enhancement as interest on the Series 1997 Bonds). The Remarketing Agent is required in the event of a change from a Daily, Weekly or Commercial Paper Rate to a Long-Term Interest Rate to perform such analysis and, if present value savings would result under the above formula, must obtain the form of credit enhancement generating the greatest present value savings under the above formula. The provisions of this paragraph shall not apply if (i) the Series 1997 Bonds bore interest at a Long-Term Interest Rate on the day before the effective date of the change or (ii) a Favorable Opinion of Tax Counsel stating that this paragraph need not be applied to such change is delivered to the Trustee. In addition, if a Long-Term Interest Rate will be in effect during the term of the current Letter of Credit, the Company may not furnish an Alternate Letter of Credit with a stated expiration date earlier than the stated expiration date in the Letter of Credit then in effect.

Upon delivery to the Trustee of an Alternate Letter of Credit conforming to the requirements of this Section 5.01 and delivery of the opinions described in Section 5.01(c), then the Trustee shall accept such Alternate Letter of Credit and promptly surrender for cancellation the previously held Letter of Credit to the issuer thereof in accordance with the terms of such Letter of Credit; provided that no delivery of such Alternate Letter of Credit shall be effective unless the Company has given written notice to the Trustee (a copy of which shall be delivered to the Bank providing the current Letter of Credit) not less than forty-five (45) days prior to such delivery of the Company's intention to provide for delivery of such Alternate Letter of Credit and the anticipated date of such delivery. Upon receipt of such notice, the Trustee shall take all actions necessary to call the Series 1997 Bonds for mandatory redemption as described under the paragraph "Mandatory Redemption Upon Delivery of an Alternate Letter of Credit" in Section 8 of the Series 1997 Bonds on the Interest Payment Date next preceding the proposed effective date of such Alternate Letter of Credit; provided that the notice of such mandatory redemption shall state that it is subject to rescission, and the Trustee shall rescind such notice (unless the Series 1997 Bonds are then subject to mandatory redemption as described under the paragraph "Mandatory Redemption Upon Expiration of Letter of Credit") if

all of the requirements of this Section 5.01(b) are not met on or before the Interest Payment Date on which the Series 1997 Bonds are subject to mandatory redemption as described under the paragraph "Mandatory Redemption Upon Delivery of an Alternate Letter of Credit" (in which case such mandatory redemption shall not occur). Nothing in this Section 5.01(b) shall be construed to modify the provisions relating to the redemption as described under the paragraph "Mandatory Redemption Upon Expiration of Letter of Credit" or Section 5.01(a).

(c) Options of Counsel. Any Alternate Letter of Credit or other credit facility delivered to the Trustee must be accompanied by (1) a Favorable Opinion of Tax Counsel as to the delivery of the Alternate Letter of Credit or other facility; (2) an Opinion of Counsel stating that delivery of the Alternate Letter of Credit or other facility is authorized under this Indenture and complies with its terms; (3) an Opinion of Counsel to the issuer or provider of such Alternate Letter of Credit or other facility stating that such alternate Letter of Credit or other facility is a legal, valid, binding and enforceable obligation of such issuer or obligor in accordance with its terms; (4) an Opinion of Counsel that payments made by the Bank of amounts drawn under the Alternate Letter of Credit will not be recoverable from the Bondholders as voidable preferences under the provisions of the United States Bankruptcy Code; and (5) evidence satisfactory to the Trustee that the unsecured indebtedness of the new Bank (or parent company of the new Bank) is rated by a Rating Agency at "A-1/P-1", or, if a Favorable Opinion of Tax Counsel is delivered with respect to a different rating, some other rating. In addition, if the Company or any natural person, firm, association or public body related to the Company within the meaning of Section 147(a) of the Code grants a security interest in any cash, securities or investment type property to the issuer or provider of such Letter of Credit or other facility, the Company must furnish the Trustee a Favorable Opinion of Tax Counsel with respect to such grant.

Section 5.02 Draws.

Whenever any amount is payable on the Series 1997 Bonds or for their purchase as provided in this Indenture or the Series 1997 Bonds, the Trustee will draw on the Letter of Credit to the extent necessary to make such full and timely payment or principal and interest when due, whether on an Interest Payment Date, at maturity, upon redemption, acceleration or otherwise, in accordance with this Indenture, the Series 1997 Bonds and the Letter of Credit, except that the Trustee may not draw on the Letter of Credit to pay Series 1997 Bonds held by the Trustee for the benefit of the Bank in accordance with Section 3.08(a)(3). In drawing on the Letter of Credit, the Trustee will be acting on behalf of the Bondholders by facilitating payment of their Series 1997 Bonds and not on behalf of the City or Company and will not be subject to the control of either.

Upon receiving notice of a tender, or upon the date Series 1997 Bonds are to be purchased by the Company in lieu of redemption, the Trustee promptly shall draw on the Letter of Credit, in accordance with its terms, on the date fixed for any such purchase, an amount to the end that immediately available funds in (office of Trustee) will be provided on such date from such draw to pay the purchase price. No such drawing need be made to the extent that the Trustee has received telephone notice from the Remarketing Agent, promptly confirmed in writing, that such Series 1997 Bonds have been remarketed and the remarketing proceeds (that meet the requirements of Section 4.02, clause first) on hand are sufficient to pay the purchase price of such Series 1997 Bonds.

Article VI.

Covenants.

Section 6.01 Payment Of Bonds.

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

Section 6.02 Further Assurances.

The City shall execute and deliver such supplemental indentures and such further instruments, and do such further acts, as the Trustee may reasonably require for the better assuring, assigning and confirming to the Trustee the amounts assigned under this Indenture for the payment of the Bonds.

Section 6.03 Rebate Fund.

(a) The Trustee shall establish and maintain a fund separate from any other fund established and maintained under this Indenture designated as the "Rebate Fund". Within the Rebate Fund, the Trustee shall maintain such accounts as shall be necessary in order to comply with the terms and requirements of the Tax Agreement. Subject to the transfer provisions provided in paragraph (e) below, all money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required pursuant to the Tax Agreement, for payment to the federal government of the United States of America, and neither the City, the Company, the Bank nor the owner of any Bonds shall have any rights or claim to such money.

All amounts deposited into or on deposit in the Rebate Fund shall be governed by this section, by Section 6.04 and by the Tax Agreement.

(b) Upon the Company's written direction, an amount shall be deposited to the Rebate Fund by the Trustee from deposits by the Company or from available investment earnings on amounts held under this Indenture and available for this purpose, if and to the extent required, so that the balance of the amount on deposit thereto shall be equal to the amount required by the Tax Agreement. Computations of the amount required to be deposited into the Rebate Fund shall be furnished by or on behalf of the Company in accordance with the Tax Agreement.

(c) The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this section, other than from monies held in the funds and accounts created under this Indenture or from other monies provided to it by the Company.

(d) The Trustee shall invest all amounts held in the Rebate Fund as set forth in the Tax Agreement. Money shall not be transferred from the Rebate Fund except as provided in paragraph (e) below.

(e) Upon receipt of the Company's written directions, the Trustee shall remit part or all of the balances in the Rebate Fund to the United States, as so directed. In addition, if the Company so directs, the Trustee will deposit monies into or transfer monies out of the Rebate Fund from or into such accounts or funds as directed by the Company's written directions. Any funds remaining in the Rebate Fund after payment of all the Bonds and payment and satisfaction of any amount required to be paid pursuant to the Tax Agreement, or provision made therefor satisfactory to the Trustee, shall be withdrawn and remitted to the Company.

(f) Notwithstanding any other provision of this Indenture, including in particular Article VII, the obligation to remit the amounts required to be paid pursuant to the Tax Agreement to the United States and to comply with all other requirements of this section and Section 6.04 and the Tax Agreement shall survive the discharge of the lien of this Indenture or payment in full of the Bonds.

Section 6.04 Tax Covenants.

The City hereby covenants for the benefit of the Beneficial Owners that it will not take any action within its control, or fail to take any action within its control, to the extent permitted by law, if any such action or failure to take action would adversely affect the exclusion of the interest on the Series 1997 Bonds from federal gross income. The City shall not take or omit to take any action within its control, to the extent permitted by law, that would cause the Series 1997 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the City shall comply with all

requirements of Section 148 of the Code to the extent applicable to the Series 1997 Bonds.

Notwithstanding any provision of this section, if the Company provides to the Trustee and the City an Opinion of Tax Counsel to the effect that any action required under this section is no longer required, or to the effect that some further action is required to maintain the exclusion of interest on the Series 1997 Bonds from federal gross income, the Trustee and the City may conclusively rely on such opinion in complying with the provisions of this section, and the covenants under this section shall be deemed to be modified to that extent.

Article VII.

Discharge Of Indenture.

Section 7.01 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 and premium, if any, and interest on such Bond to the due date of such principal and interest (whether at maturity, upon redemption or otherwise) either (1) has been made in accordance with the terms of the Bonds or (2) has been provided for by irrevocably depositing with the Trustee (A) monies sufficient to make such payment (provided that with respect to Series 1997 Bonds while a Letter of Credit is in effect, such monies shall have been derived from the proceeds of a draw under such Letter of Credit) and/or (B) United States Government Obligations (provided that with respect to the Series 1997 Bonds while a Letter of Credit is in effect, they have been purchased with monies derived from the proceeds of a draw under such Letter of Credit) maturing as to principal and interest in such amounts and at such times as will assure the availability of sufficient monies to make such payment (provided that with respect to Series 1997 Bonds, such deposit under this clause (2) is made during a Commercial Paper Rate Period or a Long-Term Interest Rate Period), and (b) all compensation and reasonable expenses of the Trustee pertaining to such Bond have been paid or provided for to the Trustee's satisfaction. When a Bond is deemed paid, it will no longer be secured by or entitled to the benefits of this Indenture or be an obligation of the City, except for payment from monies or United States Government Obligations under clause (a) (2) above and except that it may be tendered as provided in the Bonds and transferred, exchanged or replaced as provided in Article II.

"United States Government Obligations" means (i) noncallable direct obligations of the United States of America for which its full faith and credit are pledged, (ii) noncallable obligations of a person controlled or supervised by and acting as an agency or instrumentality of the United States of

America, the payment of which is unconditionally guaranteed as a full faith and credit obligation of the United States of America, or (iii) securities or receipts evidencing ownership interest in obligations or specified portions (such as principal or interest) of obligations described in clause (i) or (ii).

Notwithstanding the first paragraph of this Section 7.01, in the case of any Bond which by its terms may be redeemed prior to the Maturity Date, no deposit under clause (a)(2) thereof shall be deemed a payment of such Bond until the Company has furnished the Trustee (a) an Opinion of Tax Counsel stating that such deposit will not cause the Bonds to become "arbitrage bonds" under Section 148 of the Code and (b) irrevocable instructions in form satisfactory to the Trustee:

- (i) stating the date when the principal (and premiums, if any) of such Bond is to be paid, whether at maturity or on a redemption date;

- (ii) if such Bond is to be redeemed pursuant to this Indenture, to call such Bond for redemption; and

- (iii) to mail, as soon as practicable, in the manner prescribed by Article III, a notice to the Owner of such Bond that the deposit required by clause (a)(2) of the first paragraph of this section has been made with the Trustee and that such Bond is deemed to have been paid in accordance with this section and stating the maturity or redemption date upon which monies are to be available for the payment of such bond or of its redemption price.

In addition, if the Bonds are to be rated by either Rating Agency on and after the date of such deposit, the Company shall furnish to the Trustee a letter from all such Rating Agencies to the effect that such deposit will not cause the current rating on the Bonds to be reduced or withdrawn.

When all Outstanding Bonds are deemed paid under the provisions of this section, the Trustee shall, upon request, acknowledge the discharge of the lien of this Indenture; provided, however, that the obligations under Article II in respect of the transfer, exchange and replacement of Bonds shall survive the discharge of the lien of this Indenture.

Section 7.02 Application Of Trust Monies.

The Trustee shall hold in trust monies or United States Government Obligations deposited with it pursuant to Section 7.01 and shall apply such monies and the money derived from such United States government Obligations in accordance with this Indenture only to the payment of the principal of, and the premium, if any, and interest on, the Bonds.

Section 7.03 Repayment To Bank And Company.

The Trustee shall promptly pay to the Bank (to the extent the Bank certifies to the Trustee that the Company is indebted to it under the Reimbursement Agreement) and then to the Company, upon request, any excess monies or securities held by the Trustee at any time under this Article VII and any money held by the Trustee under any other provision of this Indenture for the payment of principal, premium, if any, or interest on the Bonds that remains unclaimed for two (2) years.

Article VIII.

Defaults And Remedies.

Section 8.01 Events Of Default.

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

- (a) Default in the payment of any interest on any Bond when due and payable.
- (b) Default in the payment of principal or premium on any Bond when due and payable, whether at maturity, upon redemption, by declaration or otherwise.
- (c) Default in the due and punctual payment of the purchase price of any Bond tendered by its Beneficial Owner pursuant to the Series 1997 Bonds.
- (d) The City fails to perform any of its agreements in this Indenture or the Bonds (except a failure that results in an Event of Default under clause (a), (b) or (c) above), the performance of which is material to the bondholders, and the failure continues after the notice and for the period specified in this section.
- (e) The Company fails to perform any of its agreements in the Loan Agreement (except a failure that results in an Event of Default under clause (a), (b) or (c) of this section or a failure under Section 5.4 or Section 5.5 of the Loan Agreement, relating to the impairment of the exclusion of interest on the Bonds from federal gross income), and the failure continues after the notice and for the period specified in this section, provided that such a failure (other than a failure to perform an agreement in Section 5.6 of the Loan Agreement, relating to maintenance of the Company's existence) is not an Event of Default if it is a result cause or event not reasonably within the Company's control.

(f) The Company pursuant to or within the meaning of any Bankruptcy Law (1) commences a voluntary case, (2) consents to the entry of an order for relief against it in an involuntary case, (3) consents to the appointment of a Custodian for the Company or any substantial part of its property or (4) makes a general assignment for the benefit of its creditors.

(g) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (1) is for relief against the Company in an involuntary case, (2) appoints a Custodian for the Company or any substantial part of its property or (3) orders the winding up or liquidation of the Company, and the decree or order remains unstayed and in effect for sixty (60) days.

(h) The Trustee receives written notice from the Bank that an "Event of Default" has occurred, and is continuing (all periods for curing such default having expired without a cure having been made) under the reimbursement agreement pursuant to which the Letter of Credit was issued and a direction to accelerate the Bonds.

(i) The Trustee receives written notice from the Bank on or before the date or dates specified in the Letter of Credit following a drawing on the Letter of Credit to pay interest on the Bonds that it will not reinstate its Letter of Credit because of a failure by the Company to reimburse the Bank for a draw under the Letter of Credit in accordance with the terms of the Letter of Credit and/or the related reimbursement agreement or because an Event of Default under the related reimbursement agreement has occurred and is continuing.

"Bankruptcy Law" means Title 11 of the United States Code or any similar federal or state law for the relief of debtors. "Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

A default under clause (d) or (e) of this section is not an Event of Default until the Trustee or the holders of at last twenty-five percent (25%) in principal amount of the Bonds then outstanding give the City and the Company a notice specifying the default, demanding that it be remedied and stating that the notice is a "Notice of Default", and the City (if the default is under clause (d)) or the Company (if the default is under clause (e) or if the default is under clause (d) and the Company has elected to perform the City's agreements under this Indenture and the Bonds as described in the last sentence of this paragraph) does not cure the default within ninety (90) days after receipt of the notice, or within such longer period as the Trustee shall agree to. The Trustee shall not unreasonably refuse to agree to a longer period if the default cannot reasonably be cured within ninety (90) days after receipt of the notice and the City or the Company has begun within ninety (90) days and continued diligent efforts to correct the default. The City authorizes the Company to perform, in the name and on behalf of the City

and for the purpose of preventing the occurrence of an Event of Default, any agreement of the City in this Indenture or the Bonds.

Section 8.02 Acceleration.

If an Event of Default under clause (h) or (i) of the foregoing section occurs and is continuing, the Trustee shall declare the principal and accrued interest to the date of declaration of acceleration on the Bonds to be due and payable immediately and at such time interest on the Bonds shall cease to accrue. If any other Event of Default occurs and is continuing, the Trustee by notice to the City and the Company, or the holders of at least twenty-five percent (25%) in principal amount of the Bonds then outstanding by notice to the City, the Company and the Trustee (except for an Event of Default under clause (f) or (g) of the foregoing section, for which a declaration can be made without any notice) may declare the principal of and accrued interest on the Bonds to the date of declaration of acceleration of the Bonds to be due and payable immediately. Upon any declaration of acceleration, the Trustee shall immediately exercise such rights as it may have under the Loan Agreement.

If a Letter of Credit is in effect, if the Event of Default is not under clause (h) or (i) of the foregoing section and is not the result of a failure by the Bank to honor a draw on the Letter of Credit, the Trustee will not declare the Series 1997 Bonds to be due and payable without first obtaining the Bank's consent. Upon a declaration that the principal of and accrued interest on the Series 1997 Bonds shall be due and payable, the Trustee shall immediately draw on the Letter of Credit to pay the principal of the accrued interest on the Series 1997 Bonds. The Trustee shall immediately give notice of acceleration to the Bondholders.

The Trustee may, and upon the request of holders of a majority in principal amount of the affected Bonds then outstanding shall, rescind an acceleration and its consequences if all existing Events of Default have been cured or waived, and (a) with respect to the Series 1997 Bonds, if, when a Letter of Credit is in effect, the Bank gives its written consent to the waiver of the Event of Default under the Reimbursement Agreement and gives notice in writing that Letter of Credit has not expired in accordance with its terms and that the Letter of Credit is reinstated up to an amount equal to the principal of all outstanding Series 1997 Bonds and (except during a Commercial Paper Mode or a Long-Term Interest Rate Period) up to forty-five (45) days' interest accrued on the Series 1997 Bonds at a maximum rate of twelve percent (12%); (b) the rescission would not conflict with any judgment or decree; and (c) all payments due the Trustee and any predecessor Trustee under Section 9.06 have been made.

Section 8.03 Other Remedies.

If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy by proceeding at law or in equity to collect the principal of, and the premium, if any, and interest on, the Bonds or to enforce the performance of any provision of the Bonds, this Indenture or the Loan Agreement.

The Trustee, as the assignee of certain rights, titles and interests of the City in and to the Loan Agreement, may enforce each and every right, title and interest so assigned.

The Trustee may maintain a proceeding even if it does not possess any of the Bonds or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Bondholder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in such Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

Section 8.04 Waiver Of Past Defaults.

The Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding together, when a Letter of Credit is in effect, with the Bank, by notice to the Trustee and the Company, may waive an Event of Default and its consequences if the Letter of Credit is reinstated up to the full amount available under it immediately prior to such Event of Default. When an Event of Default is waived, it is cured and stops continuing, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent to it.

Section 8.05 Control By Majority.

Subject to Section 9.01, the Owners of not less than a majority in aggregate 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.

Section 8.06 Limitation On Suits.

A Bondholder may not pursue any remedy with respect to this Indenture or the Bonds unless (a) such Owners give the Trustee notice stating that an Event of Default is continuing, (b) the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding make a written request to the Trustee to pursue such remedy, (c) such Owner or

Owners offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense incurred in connection therewith and (d) the Trustee does not comply with such request within sixty (60) days after receipt of such request and offer of indemnity.

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

Section 8.07 Rights Of Owners To Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Owner to receive payment of the principal of, and premium, if any, and interest on, a Bond, on or after the due dates expressed in such Bond, or the purchase price of a Bond on or after the date for its purchase as provided in such 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 such Owner.

Section 8.08 Collection Suit By Trustee.

If an Event of Default under Section 8.01(a), (b) or (c) has occurred and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount remaining unpaid.

Section 8.09 Trustee May File Proofs Of Claim.

The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Bondholders allowed in any judicial proceedings relative to the Company or the Bank, their creditors or their property and, unless prohibited by law or applicable regulations, may vote on behalf of the Owners in any election of a Trustee in bankruptcy or other person performing similar functions. In the event of a bankruptcy or reorganization of the Company, the Trustee may file a proof of claim on behalf of all Bondholders with respect to the obligations of the Company pursuant to the Loan Agreement.

Section 8.10 Priorities.

If the Trustee collects any money pursuant to this Article VIII, it shall pay out such money as soon as practicable in the following order:

First: To the Trustee for amounts to which it is entitled under Section 9.06, but the Trustee may not pay itself for such amount from monies drawn under the Letter of Credit;

Second: To the Bondholders for amounts due and unpaid on the Bonds for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Bonds for principal, premium, if any, and interest, respectively;

Third: To the Bank to the extent the Bank certifies to the Trustee that the Company is indebted to the Bank under the Reimbursement Agreement; and

Fourth: To the Company.

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

Section 8.11 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 such suit of an undertaking to pay the costs of such suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, 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, a suit by an Owner pursuant to Section 8.07 or a suit by Owners of more than ten percent (10%) in aggregate principal amount of the Bonds then Outstanding.

Article IX.

Trustee And Remarketing Agent.

Section 9.01 Duties Of Trustee.

(a) 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.

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

(1) the Trustee need perform only those duties that are specifically set forth in this Indenture and applicable laws and regulations and no others, and no implied duties or covenants shall be read into this Indenture against the Trustee, and

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

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

(1) this subsection (c) shall not limit the effect of subsection (b) of this Section 9.01;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) 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 8.05; and

(4) 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 hereunder, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to all the provisions of this Section 9.01.

(e) 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, but the Trustee may not require indemnity as a condition to declaring the principal of and interest on the Bonds to be due immediately under Section 8.02, to drawing on the Letter of Credit or to making any payment of principal, premium or interest on the Series 1997 Bonds.

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

(g) The Trustee may rely on a Company Representative's certificate as to whether a bankruptcy filing has occurred.

(h) In addition to the funds and accounts established by this Indenture, the Trustee may establish such funds and accounts as it deems necessary and appropriate in order to discharge its duties under this Indenture.

(i) The Trustee, on behalf of the City, shall appoint an authenticating agent acceptable to the Company to authenticate Bonds if required pursuant to Section 9.07. An authenticating agent may authenticate Bonds whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee shall include authentication by such authenticating agent.

Section 9.02 Rights Of Trustee.

Subject to Section 9.01:

(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 investigate any fact or matter stated in such document.

(b) The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on any certificate of an appropriate officer or officers of the City or the Company or any Opinion of Counsel.

(c) The Trustee may act through agents or, as provided in Section 9.16, through co-trustees so long as each such co-trustee shall agree in writing to be bound by the standards of conduct for the Trustee specified in this Indenture, and the Trustee shall not be responsible for the willful misconduct or negligence of any agent or co-trustee appointed by it with due care.

Section 9.03 Individual Rights Of Trustee.

The Trustee in its individual or any other capacity may become the Owner or a pledgee of Bonds and may otherwise deal with the City or with the Company or its affiliates with the same rights it would have if it were not the Trustee.

Section 9.04 Trustee's Disclaimer.

The Trustee makes no representation as to the validity or adequacy of this Indenture, the Loan Agreement or the Bonds, except for its execution hereof and its authentication of any Bond hereunder. The Trustee shall not be accountable for the Company's use of Bond proceeds, nor shall it be responsible for any statement in the Bonds other than its certificate of authentication.

Section 9.05 Notice Of Defaults.

If an event occurs which, with the giving of notice or lapse of time or both, would become an event of Default, and if such event is continuing and is known to the Trustee, the Trustee shall mail to each Bondholder notice of such event within ninety (90) days after it occurs. Except in the case of a default in the payment or purchase on any Bonds, the Trustee may withhold such notice if and so long as a committee of its Responsible Officers in good faith determines that withholding such notice is in the best interests of the Bondholders.

Section 9.06 Compensation Of Trustee.

For acting under this Indenture, the Trustee shall be entitled to payment as previously agreed upon in writing by the Company and the Trustee.

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 any money or property held under Section 4.04 or Article VII or otherwise held in trust to pay the principal of, and the premium, if any, and interest on, or the purchase price of, particular Bonds and except amounts drawn under the Letter of Credit.

Section 9.07 Eligibility Of Trustee.

This Indenture shall always have a Trustee that is a corporation or association organized and doing business under the laws of the United States of America 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 of America, state or District of Columbia authority and has a combined capital, surplus and undivided profits of at least Ten Million Dollars (\$10,000,000) as set forth in its most recent published annual report of condition. If at any time the Trustee ceases to be eligible in accordance with this section, the Trustee shall resign immediately as set forth in Section 9.08. If the Bonds are then rated by

Moody's Investors Service, Inc., any successor Trustee shall be rated at least Baa3/P-3 or otherwise be acceptable to Moody's Investors Service, Inc.

Section 9.08 Replacement Of Trustee.

(a) The Trustee may resign by notifying the City and the Company in writing and by mailing notice thereof by first class mail to the Bondholders.

Upon receiving such notice of resignation, the Company shall promptly appoint a successor Trustee by an instrument in writing; provided that the Company may not make such appointment if an Event of Default has occurred and is continuing, or if an event has occurred and is continuing which, with the giving of notice or lapse of time or both, would become an Event of Default. If no successor Trustee shall have been so appointed and have accepted appointment within thirty (30) days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee or any Bondholder who has been a bona fide Owner of a Bond for at least six (6) months may, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and may prescribe, appoint a successor Trustee.

(b) In case at any time either of the following shall occur:

(1) the Trustee shall cease to be eligible in accordance with the provisions of Section 9.07 and shall fail to resign after written request therefor by the Company, the City or any Bondholder who has been a bona fide Owner of a Bond for at least six (6) months; or

(2) the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation; then, in any case, the Company shall remove the Trustee and appoint a successor Trustee by an instrument in writing; provided that the Company may not make such appointment if an Event of Default has occurred and is continuing, or if an event has occurred and is continuing which, with the giving of notice or lapse of time or both, would become an Event of Default, in which case the successor Trustee shall be appointed by a court as provided in subsection (a) of this section.

(c) Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding may at any time remove the Trustee by an instrument or concurrent instruments in writing signed by such Bondholders and delivered to the Trustee and the Company. Upon receiving such notice of removal, the Company shall promptly appoint a successor Trustee by an instrument in writing; provided that the Company may not make such appointment if an Event of Default has occurred and is continuing, or if an event has occurred and is continuing which, with the giving of notice or lapse of time or both, would become an Event of Default, in which case the successor Trustee shall be appointed by a court as provided in subsection (a) of this section.

(d) Any resignation or removal of the Trustee and the appointment of a successor Trustee pursuant to any of the provisions of this section shall become effective upon acceptance of appointment by the successor Trustee as provided in Section 9.09. The Company shall give written notification to any Rating Agency then rating the Bonds if a successor Trustee shall be appointed pursuant to this section.

Section 9.09 Acceptance Of Trust By Successor Trustee.

Any successor trustee appointed as provided in Section 9.08 shall execute, acknowledge and deliver to the City and to its predecessor trustee an instrument accepting such appointment hereunder and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as Trustee herein; but, nevertheless, on the written request of the City or the written request of the successor trustee, the Trustee, ceasing to act shall execute and deliver an instrument transferring to such successor trustee, upon the trusts herein expressed, all the rights, powers and trusts of the Trustee so ceasing to act. Upon request of any such successor trustee, the City shall execute any and all instruments in writing necessary or desirable for more fully and certainly vesting in and confirming to such successor trustee all such rights, powers and trusts. Any Trustee ceasing to act shall, nevertheless, retain a lien upon all property or funds held or collected by such Trustee to secure the amounts due it as compensation, reimbursement, expenses and indemnity afforded to it by Section 9.06.

No successor trustee shall accept appointment as provided in this section unless at the time of such acceptance such successor trustee shall be eligible under the provisions of Section 9.07.

At the time of appointment, the Company and the successor trustee shall execute an agreement with respect to the compensation of the successor trustee.

Upon acceptance of appointment by a successor trustee as provided in this section, the City or such successor trustee shall give the Bondholders notice of the succession of such trustee to the trusts hereunder in the manner prescribed in Section 9.08 for the giving of notice of resignation of the Trustee.

Section 9.10 Duties Of Remarketing Agent.

The Remarketing Agent shall set the interest rates on the Series 1997 Bonds and perform the other duties provided for in Section 2.02 and will remarket Series 1997 Bonds as provided in Section 3.08, subject to any provisions of the Remarketing Agreement, which shall control in the case of any conflict with this Indenture. So long as the Series 1997 Bonds are held in the Book-Entry System, the Remarketing Agent must be the sole Participant in such system with respect to the Series 1997 Bonds, except under the circumstances described in Section 3.08(3). The Remarketing Agent may for its own account or as broker or agent for others deal in the Bonds and may do anything any other Bondholder may do to the same extent as if the Remarketing Agent were not serving as such.

Section 9.11 Eligibility Of Remarketing Agent.

The initial Remarketing Agent appointed under this Indenture is First Chicago Capital Markets, Inc., Chicago, Illinois. The Remarketing Agent shall be a bank, trust company or member of the National Association of Securities Dealers, Inc. organized and doing business under the laws of the United States of America or any state or the District of Columbia, shall have a combined capital stock, surplus and undivided profits of at least Fifteen Million Dollars (\$15,000,000) as set forth in its most recent published annual report and shall be authorized by law to perform all the duties imposed upon the Remarketing Agent by this Indenture and the Remarketing Agreement. If the Series 1997 Bonds are then rated by Moody's Investors Service, Inc., any successor Remarketing Agent shall be rated at least Baa3/P-3 or otherwise be acceptable to Moody's Investors Service, Inc.

Section 9.12 Replacement Of Remarketing Agent.

The Remarketing Agent may resign by notifying the City, the Trustee and the Company. Such resignation will take effect on the day a successor Remarketing Agent appointed in accordance with this section has accepted the appointment. The Company may remove the Remarketing Agent at any time by an instrument signed by the Company and delivered to the Remarketing Agent, the City and the Trustee at least thirty (30) days prior to the effective date of such removal (which shall not in any event occur prior

to the appointment of a successor Remarketing Agent). A new Remarketing Agent may be appointed by the Company upon the resignation or removal of the Remarketing Agent. The Trustee shall promptly notify the holders of Series 1997 Bonds and all Rating Agencies of any change in the Remarketing Agent.

Section 9.13 Compensation Of Remarketing Agent.

The Remarketing Agent shall not be entitled to any compensation from the City, the Trustee or any property held under this Indenture but must make separate arrangements with the Company for compensation.

Section 9.14 Successor Trustee Or Remarketing Agent By Merger.

If the Trustee or the Remarketing Agent consolidates with, merges or converts, or transfers all or substantially all its assets (or, in the case of 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 Remarketing Agent, provided that such successor shall be eligible under the applicable provisions of this Article IX.

Section 9.15 Separate Or Co-Trustee.

It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the state) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in the case of the enforcement of this Indenture upon the occurrence of an Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the rights, powers, trusts or remedies herein granted to the Trustee or hold title to the trust estate, as herein granted and described in the Granting Clause, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable for the Trustee to appoint an individual or institution as a separate or co-trustee. The Trustee is hereby authorized to appoint a separate or co-trustee under such circumstances, and the following provisions of this section shall apply to any separate or co-trustee so appointed.

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

extent necessary to enable the separate or co-trustee to exercise such rights, powers, trusts and remedies.

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

Except as otherwise required by applicable law, no right or power granted by this Indenture to any separate or co-trustee shall be exercised by such separate or co-trustee alone unless such separate or co-trustee shall have obtained the written consent of the Trustee to do so.

The Trustee may at any time, by an instrument in writing executed by it, remove any separate or co-trustee, and in such event may, in its discretion, by an instrument in writing executed by it, appoint a successor to such separate or co-trustee.

Article X.

Amendments Of And Supplements To Indenture.

Section 10.01 Without Consent Of Bondholders.

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

- (a) to cure any ambiguity, inconsistency or formal defect or omission;
- (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, but only upon receipt of a Favorable Opinion of Tax Counsel, or to add other agreements 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 of America;

(e) to authorize different authorized denominations of the Bonds and to make correlative amendments and modifications to this Indenture regarding exchangeability of Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature;

(f) to increase or decrease the number of days specified for the giving of notices under Section 2.02 and to make corresponding changes to the period for notice of redemption of the Bonds; provided that no decreases in any such number of days shall become effective except while the Series 1997 Bonds bear interest at a Daily Rate or a Weekly Rate and until thirty (30) days after the Trustee has given notice to the Owners of the Series 1997 Bonds;

(g) to provide for an uncertificated system of registering the Bonds or to provide for the change to or from the Book-Entry System for the Bonds;

(h) to evidence the succession of a new Trustee or the appointment by the Trustee or the City of a co-trustee;

(i) to make any change (including a change in Section 4.01 to reflect any amendment to the Code or interpretations by the Internal Revenue Service of the Code) that does not materially adversely affect the rights of any Bondholder;

(j) to make any change necessary to secure from a Rating Agency a rating on the Series 1997 Bonds equal to the rating on the unsecured indebtedness of the Bank (or parent company of the Bank) or the issuer of any other type of credit enhancement; or

(k) to provide for the issuance of Additional Bonds.

Prior to consenting to such amendment or supplement, the Trustee may request, and may conclusively rely, on an Opinion of Counsel that such amendment or supplement complies with this section.

Section 10.02 With Consent Of Bondholders.

If an amendment of or supplement to this Indenture or the Bonds without the consent of Bondholders is not permitted by Section 10.01, the City and the Trustee may enter into such amendment or supplement with the consent of the Owners of at least a majority in the aggregate 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 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 aggregate principal amount of the Bonds the Owners of which are required to consent to such amendment or supplement, (e) impair the exclusion from federal gross income of interest on any Bond, (f) eliminate the Owners' rights to tender the Bonds or any mandatory redemption of the Bonds, or extend the due date for the purchase of Bonds tendered by the Owners thereof or any call date for mandatory redemption or reduce the purchase or redemption price of the Bonds, (g) create a lien ranking prior to or on a parity with the lien of this Indenture on the property described in the Granting Clause of this Indenture or (h) deprive any Bondholder of the lien created by this Indenture on such property. In addition, if monies or United States Government Obligations have been deposited or set aside with the Trustee pursuant to Article VII for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of such Article VII shall be made without the consent of the Owner of each affected Bond.

Section 10.03 Effect Of Consents.

After an amendment or supplement becomes effective, it will bind every Bondholder unless it makes a change described in clauses (a) through (h) of the second sentence of Section 10.02, in which case the amendment or supplement will bind each Bondholder who consented to it and each subsequent Owner of a Bond or portion of a Bond evidencing the same debt as the consenting Owner's Bond.

Section 10.04 Notation On Or Exchange Of Bonds.

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

Section 10.05 Signing By Trustee Of Amendments And Supplements.

The Trustee shall sign any amendment or supplement to this Indenture or the Bonds authorized by this Article X if such amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the

Trustee. If such amendment or supplement has such an adverse effect, the Trustee may, but need not, sign it. In signing such an amendment or supplement, the Trustee shall be entitled to receive and (subject to Section 9.01) shall be fully protected in relying on an Opinion of Counsel stating that such amendment or supplement is authorized by this Indenture.

Section 10.06 Company And Bank Consent Required.

No amendment or supplement to this Indenture or the Bonds shall become effective unless the Company and, when a Letter of Credit is in effect or any amounts are owed to the Bank under the Reimbursement Agreement, the Bank deliver to the Trustee their written consents to the amendment or supplement.

Section 10.07 Notice To Bondholders.

The Trustee shall cause notice of the execution of each amendment or supplement to this Indenture or the Loan Agreement to be mailed to the Bondholders by first-class mail. 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 the Bondholders or (ii) enclose a copy of such amendment or supplement.

Article XI.

Amendments Of And Supplements To Lease Agreement.

Section 11.01 Without Consent Of Bondholders.

The City may enter into, and the Trustee may consent to, any amendment of or supplement to the Loan Agreement without notice to or the consent of any Bondholder if such amendment or supplement is required or permitted (a) by the provisions of the Loan Agreement or this Indenture (including, in connection with transactions permitted by Section 5.6 of the Loan Agreement, relating to maintenance of the Company's existence), (b) to cure any ambiguity, inconsistency or formal defect or omission, (c) to identify more precisely the Project, (d) in connection with any authorized amendment of or supplement to this Indenture, (e) to make any change that does not materially adversely affect the rights of any Bondholder, (f) to make any change necessary to secure from a Rating Agency a rating on the Bonds equal to the rating on the unsecured indebtedness of the Bank (or the parent company of the Bank) or the issuer of any other type of credit enhancement or (g) in connection with the issuance of Additional Bonds. Prior to

consenting to such amendment or supplement, the Trustee may request, and may conclusively rely, on an Opinion of Counsel that such amendment or supplement complies with this section.

Section 11.02 With Consent Of Bondholders.

If an amendment of or supplement to the Loan Agreement without the consent of Bondholders is not permitted by Section 11.01, the City may enter into, and the Trustee may consent to, such amendment or supplement with the consent of the Owners of at least a majority in the aggregate principal amount of the Bonds then Outstanding. However, without the consent of each Bondholder affected, no amendment or supplement may result in any occurrence described in clauses (a) through (h) of the second sentence of Section 10.02.

Section 11.03 Consents By Trustee To Amendments Or Supplements.

The Trustee shall consent to any amendment or supplement to the Loan Agreement authorized by this Article XI if such amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If such amendment or supplement has such an adverse effect, the Trustee may, but need not, sign it. In signing a consent to such an amendment or supplement, the Trustee shall be entitled to receive and (subject to Section 9.01) shall be fully protected in relying on an Opinion of Counsel stating that such amendment or supplement is authorized by this Indenture.

Article XII.

Miscellaneous.

Section 12.01 Notices.

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Indenture or the Bonds must be in writing except as expressly provided otherwise in this Indenture or the Bonds.

(b) Any notice or other communication shall be sufficiently given and deemed given when delivered by hand or mailed by first class mail, postage prepaid, addressed as follows: if to the City, to Office of Chief Financial Officer, Room 501, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: Chief Financial Officer and _____; if to the Trustee, to [Trustee's address]; if to the Company, to 401 North Michigan

Avenue, 30th Floor, Chicago, Illinois 60611, Attention: Chief Financial Officer; if to the Remarketing Agent, to First Chicago Capital Markets, Inc., One First National Plaza, Suite 0463, Chicago, Illinois 60670, Attention: Municipal Department; if to The First National Bank of Chicago, to One First National Plaza, _____, Chicago, Illinois 60670, Attention: _____, and if to the Bondholders, as provided in the Bond registration books kept pursuant to this Indenture. Any addressee may designate additional or different addresses for purposes of this Section 12.01.

Section 12.02 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 Bondholder's agent appointed in writing. Proof of the execution of such document 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 such document or instrument:

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

(b) The fact of ownership of any Bond, the principal amount thereof, the number and other identification thereof and the date of holding shall be proved by the registration books kept pursuant to this Indenture.

In determining whether the Owners of the required aggregate principal amount of Bonds Outstanding have taken any action under this Indenture, Bonds owned by the Company or any person controlling, controlled by or under common control with the Company shall be disregarded and deemed not to be Outstanding. In determining whether the Trustee shall be protected in relying on any such action, only Bonds which the Trustee knows to be so owned shall be disregarded.

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

Section 12.03 Limitation Of Rights.

Nothing expressed or implied in this Indenture or the Bonds shall give to any person other than the Trustee, the City, the Bank, the Company, the

Remarketing Agent and the Bondholders any right, remedy or claim under or with respect to this Indenture.

Section 12.04 Severability.

If any provisions of this Indenture shall be determined to be unenforceable, such unenforceability shall not affect the enforceability of any other provision of this Indenture.

Section 12.05 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 12.06 Governing Law.

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

Section 12.07 Captions.

The captions in this Indenture are for convenience only and do not define or limit the scope or intent of any provisions or sections of this Indenture.

Section 12.08 No Recourse Against City's Officers.

No officer, member, director, agent or employee of the City shall be individually or personally liable for any payment on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds, but this section shall not relieve an officer, member, director, agent or employee of the City from the performance of any official duty provided by law or this Indenture.

Section 12.09 Limitation Of Liability.

Notwithstanding anything contained in this Indenture to the contrary, the Bonds shall be limited obligations of the City and shall be payable solely from the revenues and receipts and other amounts received by or on behalf of the City pursuant to the Loan Agreement.

Section 12.10 Counterparts.

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

Section 12.11 Notice To Rating Agencies.

The Trustee will promptly notify in writing each Rating Agency then rating the Bonds of the following events:

- (1) the expiration, termination, substitution or extension of the Letter of Credit;
- (2) the redemption, purchase or payment of all outstanding Bonds;
- (3) changes in the Loan Agreement, this Indenture, the Letter of Credit, the Reimbursement Agreement or any other legal agreements relating to the Bonds of which the Trustee has notice;
- (4) a change in the method of determining interest on the Series 1997 Bonds to a Commercial Paper Rate or a Long-Term Interest Rate; and
- (5) any contemplated change in the Trustee or the Remarketing Agreement.

In Witness Whereof, The City of Chicago has caused this Indenture to be signed in its name and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and (Trustee), in token of its acceptance of the trust created hereunder, has caused this Indenture to be signed in its name by its duly authorized officers, all as of the day and year first above written.

City of Chicago

By: _____
[Title]

[Seal]

Attest:

City Clerk

[Trustee], as Trustee

By: _____

(Sub)Exhibit "A" referred to in this Indenture of Trust reads as follows:

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

[Form Of Bond]

Unless This Bond Is Presented By An Authorized Representative Of The Depository Trust Company, A New York Corporation ("D.T.C.") To The Issuer Or The Registrar For Registration Of Transfer, Exchange, Or Payment, And Any Bond Issued Is Registered In The Name Of Cede & Co. Or In Such Other Name As Is Requested By An Authorized Representative Of D.T.C. (And Any Payment Is Made To Cede & Co. Or To Such Other Entity As Is Requested By An Authorized Representative Of D.T.C.), Any Transfer, Pledge, Or Other Use Hereof For Value Or Otherwise By Or To Any Person Is Wrongful Inasmuch As The Registered Owner Hereof, Cede & Co., Has An Interest Herein.

United States Of America

State Of Illinois

Number _____

\$ _____

City Of Chicago
Variable/Fixed Rate Demand Special Facilities Airport Revenue Bond
(CenterPoint O'Hare, L.L.C. Project),
Series 1997.

Initial
Maturity
Date

Dated Date

C.U.S.I.P.

_____, 1, 20 _____

_____, 1997

Registered Owner:

Principal Amount:

The City of Chicago, 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 the 1970 Constitution of the State of Illinois, hereby promises to pay, solely from the sources described in this Bond, to the Registered Owner identified above, or registered assigns, on the Maturity Date stated above or on the Maturity Date as it may be extended as provided in Section 9 of this Bond (or if this bond is called for earlier redemption as described herein, on the redemption date) the principal amount identified above and to pay interest and premium, if any, as provided in this Bond.

1. Indenture; Loan Agreement. This bond is one of the bonds (the "Bonds"), limited to \$_____ in aggregate principal amount, issued under the Indenture of trust dated as of (Date) (the "Indenture") between the City of Chicago (the "City") and (Trustee), as trustee (the "Trustee"). The terms of the Bonds include those in the Indenture. Bondholders are referred to the Indenture for a statement of those terms. The Indenture also provides for the issuance, under the conditions, limitations and restrictions therein set forth, of additional series of bonds on a parity with the Bonds and all other bonds issued under the Indenture. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture.

The City will provide the proceeds of the Bonds to Center Point O'Hare, L.L.C. an Illinois limited liability company (the "Company"), pursuant to a Loan Agreement dated as of (Date) (the "Loan Agreement") between the City and the Company. The Company will use the proceeds of the Bonds to pay the finance the acquisition, construction, installation and equipping of air cargo facilities at Chicago-O'Hare International Airport (the "Project"). The Company has agreed in the Loan Agreement to pay the City amounts sufficient to pay all amounts coming due on the Bonds, and the City has assigned its right to such payments under the Loan Agreement to the Trustee as security for the Bonds.

The Indenture and the Loan Agreement may be amended, and references to them include any amendments.

The City has established a book-entry only system of registration for the Bonds (the "Book-Entry System"). Except as specifically provided otherwise in the Indenture, the Securities Depository (or its nominee) will be the Registered Owner of this Bond. By acceptance of a confirmation of purchase, delivery or transfer, the Beneficial Owner of this Bond shall be deemed to have agreed to this arrangement. The Securities Depository (or its nominee), as Registered Owner of this Bond, shall be treated as its owner for all purposes.

2. Source of Payments. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly the Act, and pursuant to an ordinance adopted by the City on _____, 1997, which ordinance authorizes the execution and delivery of the Loan Agreement and the Indenture. The Bonds are limited obligations of the City and, as provided in the Indenture, is payable solely from payments to be made by the Company under the Loan Agreement, from a Letter of Credit as described below (but only so long as a Letter of Credit is in effect) and from any other monies held by the Trustee under the Indenture

for such purpose, and other than as provided in the Loan Agreement, there shall be no recourse against the City or any other property now or hereafter owned by it. This Bond Is A Limited Obligation Of The City And Shall Never Constitute An Indebtedness, Obligation Or Pledge Of The Credit Or Taxing Power Of The City Within The Purview Of Any Constitutional Limitation Or Provisions, And This Bond Be Payable Out Of Any Funds Of The City Other Than Those Pledged Therefor Under The Indenture.

3. Interest Rate. Interest on this Bond will be paid at the lesser of (a) a Daily Rate, a Weekly Rate, a Commercial Paper Rate or a Long-Term Interest Rate, as selected by the Company and as determined in accordance with the Indenture, and (b) twelve percent (12%) per annum or, when a Letter of Credit secures the Bonds, such lower maximum rate as may be specified in the Letter of Credit. Interest will initially be payable at a _____ Rate as set forth in the Indenture. The Company may change the interest rate determination method from time to time. A change in the interest rate determination method may result in redemption of the Bonds (see "Redemption" below). While there exists an Event of Default under the Indenture, the interest rate on the Bonds will be the interest rate on the Bonds in effect on the day before the Event of Default occurred.

When interest is payable at a Daily, Weekly or Commercial Paper Rate, it will be computed on the basis of the actual number of days elapsed over a year of three hundred sixty-five (365) days (three hundred sixty-six (366) in leap years), and when payable at a Long-Term Interest Rate, it will be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. Interest on overdue principal and, to the extent lawful, on overdue premium and interest will be payable at the interest rate on each Bond in effect on the day before the default occurred.

4. Interest Payment and Record Dates. Interest will accrue on the unpaid portion of the principal of this Bond from the last date to which interest was paid or, if no interest has been paid, from the date of the original issuance of the Bonds until the entire principal amount of this Bond is paid. When interest on the Bond is payable at the rate shown in the first column below, interest accrued during the period (an "Interest Period") shown in the second (2nd) column below will be paid on the date (an "Interest Payment Date") shown in the third (3rd) column below to the Registered Owner on the date (a "Record Date") shown in the fourth (4th) column below:

Rate	Interest Period	Interest Payment Date	Record Date
Daily*	First Business Day of each calendar month through the day prior to the first Business Day of the next succeeding calendar month	First Business Day of the next succeeding Interest Period	Last Business Day before Interest Payment Date
Weekly*	First Business Day of each calendar month through the day prior to the first Business Day of the next succeeding calendar month	First Business Day of the next succeeding Interest Period	Last Business Day before Interest Payment Date
Commercial Paper	From one to 365 days as determined for each Bond pursuant to Section 2.02(a)(3) of the Indenture ("Commercial Paper Period")	Day after the last day of Commercial Paper Period	Last Business Day before Interest Payment Date

-
- * If there shall be a change from a Daily Rate or a Weekly Rate on a day other than the first (1st) Business Day of a calendar month, the then current Interest Period relating to such Daily Rate or Weekly Rate shall end on the day immediately preceding the date on which the new interest rate on the Bonds shall become effective, which date shall be the Interest Payment Date for such Interest Period, for which the Record Date shall be the immediately preceding Business Day. If such new interest rate shall be a Daily Rate or a Weekly Rate, the first (1st) Interest Period relating thereto shall begin on the effective date of such new interest rate and end on the day prior to the first (1st) Business Day of the next succeeding calendar month, for which the Interest Payment Date and the Record Date shall be as prescribed in this Table.

Long-Term**	Six-month period or portion thereof ending _____ or _____	Next _____ 1 or _____ 1	Fifteenth of the month before the Interest Payment Date (_____ 15 or _____ 15)***

"Business Day" is defined in the Indenture. Any interest on this Bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date will forthwith

** If there shall be a change from a Long-Term Interest Rate on a day other than the day after the last day of the then current Long-Term Interest Rate Period, or if there shall be an early termination of such Long-Term Interest Rate Period and a new Long-Term Interest Rate shall be set, such Long-Term Interest Rate Period shall end on the day immediately preceding the date on which the new interest rate shall become effective, which date shall be the Interest Payment Date for such Long-Term Interest Rate Period, for which the Record Date shall be fifteen (15) days prior to such Interest Payment Date or, if sooner, the first (1st) day of such Long-Term Interest Rate Period. If such new interest rate shall be a Daily Rate or a Weekly Rate, the first (1st) Interest Period relating thereto shall begin on the effective date of such new interest rate and end on the day prior to the first (1st) Business Day of the next succeeding calendar month, for which the Interest Payment Date and the Record Date shall be prescribed in this Table.

*** If an Interest Payment Date occurs less than fifteen (15) days after the first (1st) day of a Long-Term Interest Rate Period, the first (1st) day of such Long-Term Interest Rate Period is the Record Date for such Interest Payment Date. cease to be payable to the Registered Owner on the relevant Record Date and will be paid to the Registered Owner on the fifth (5th) Business Day preceding the date of payment of such defaulted interest.

5. Method of Payment. Owners must surrender Bonds to the Trustee to collect principal at maturity or upon redemption. See "Tenders" below for the method of collecting the payment of the purchase price of tendered Bonds. Interest on Bonds bearing interest at a Commercial Paper Rate is payable only upon presentation of such Bonds to the Trustee. Interest on Bonds bearing interest at a Daily Rate, Weekly Rate or Long-Term Interest Rate will be paid to the Registered Owner as of each Record Date by check mailed by first class mail on the Interest Payment Date to such Registered Owner's registered address. A Registered Owner of One Million Dollars (\$1,000,000) or more in aggregate principal amount of Bonds may be paid interest at a Daily Rate, Weekly Rate or Commercial Paper Rate by wire transfer to an account in the continental United States if such Registered Owner makes written request to the Trustee (in form satisfactory to the Trustee) at least two (2) Business Days before the Record Date specifying the account number and address. The notice may provide that it will remain in effect for all later interest payments until changed or revoked by another written notice. Principal, premium, if any, and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts. If any payment on the Bonds is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result of such later payment.

6. Tenders. "Tender" means to require, or the act of requiring, the Trustee to purchase a Bond at its Owner's option under the provisions of this Section 6 at one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of purchase. After the Record Date for any Interest Period, such accrued interest shall not include the interest in respect of such Interest Period (which shall be paid as provided in Section 5), but only interest accruing for the period beginning on the day after the last day of such Interest Period and ending on the day immediately preceding the date of purchase.

Daily Rate Tender. When interest on the Bonds is payable at a Daily Rate and the Book-Entry System is in effect, a Beneficial Owner of a Bond may tender such Bond (or any portion thereof in an authorized denomination) by delivering an irrevocable written notice or an irrevocable telephone notice, promptly confirmed in writing, to the Remarketing Agent by 10:30 A.M., New York City time, on any Business Day, stating the principal amount of the Bond (or portion thereof) being tendered, the name, address and taxpayer identification number of such Beneficial Owner, payment instructions for the purchase price and the Business Day (which may be the date the notice is delivered) on which such Bond (or portion thereof) is to be purchased.

When interest on the Bonds is payable at a Daily Rate and the Book-Entry System is not in effect, an Owner of a Bond may tender such Bond (or any portion thereof in an authorized denomination) by delivering a notice as described above (which shall include the certificate number of

such Bond), and shall also deliver such Bond to the Remarketing Agent by 1:00 P.M., New York City time, on the date of purchase (see Section 7).

Weekly Rate Tender. When interest on the Bonds is payable at a Weekly Rate and the Book-Entry System is in effect, a Beneficial Owner of a Bond may tender such Bond (or any portion thereof in an authorized denomination) by delivering an irrevocable written notice or an irrevocable telephone notice, promptly confirmed in writing, to the Remarketing Agent on any Business Day, stating the principal amount of the Bond (or portion thereof) being tendered, the name, address and taxpayer identification number of such Beneficial Owner, payment instructions for the purchase price and the date (which must be a Business Day at least seven (7) days after the notice is delivered) on which such Bond (or portion thereof) is to be purchased.

When interest on the Bonds is payable at a Weekly Rate and the Book-Entry System is not in effect, an Owner of a Bond may tender such Bond (or any portion thereof in an authorized denomination) by delivering a notice as described above (which shall include the certificate number of such Bond), and shall also deliver such Bond to the Remarketing Agent by 10:00 A.M., New York City time, on the date of purchase (see Section 7).

Payment of Purchase Price. The purchase price for a tendered Bond will be paid in immediately available funds to the Owner of the Bond by the close of business on the date of purchase.

7. Delivery Address; Additional Delivery Requirements. Notices in respect of tenders and Bonds tendered must be delivered to the Remarketing Agent as follows:

First Chicago Capital Markets, Inc.
One First National Plaza, Suite 0463
Chicago, Illinois 60670-0463
Attention: Municipal Department
Telephone: (omitted for printing purposes)
Fax: (omitted for printing purposes)

The address of the Remarketing Agent may be changed by notice mailed by first class mail to the Bondholders at their registered addresses.

All tendered Bonds must be duly endorsed for transfer of accompanied by all instrument of transfer satisfactory to the Remarketing Agent and the Trustee duly executed in blank by the Owner or his duly authorized attorney, with the signature guaranteed by a bank, trust company or member firm of the New York Stock Exchange, Inc.

Limitation on Tenders. No Bonds may be tendered while they bear interest at a Commercial Paper Rate or a Long-Term Interest Rate or during

the existence of an Event of Default under Section 8.01(h) or (i) of the Indenture which has led to an acceleration of the Bonds.

Irrevocable Notice Deemed to Be Tender of Bonds; Undelivered Bonds. The giving of any notice of tender by a Beneficial Owner of a Bond as provided in Section 6 constitutes the irrevocable tender for purchase of each Bond with respect to which such notice was given, irrespective of whether such Bond is delivered as provided in Section 6. The determination of the Remarketing Agent as to whether a notice of tender has been properly delivered shall be conclusive and binding upon such Beneficial Owner. Any notice received by the Remarketing Agent from any person reasonably believed by the Remarketing Agent to be the Beneficial Owner of a Bond may be conclusively relied upon by the Remarketing Agent as an effective irrevocable notice of tender for such Bond.

The Remarketing Agent may refuse to accept delivery of any Bond not duly endorsed for transfer or for which a proper instrument of transfer has not been provided. If any Beneficial Owner of a Bond who gives notice of tender fails to deliver such Bond to the Remarketing Agent at the place and on the applicable date and time specified, or fails to deliver such Bond properly endorsed or with a proper instrument of transfer, such Bond shall constitute an Undelivered Bond as described in the Indenture. By Acceptance Of This Bond, The Owner Agrees To Sell And Surrender This Bond, Properly Endorsed Or With A Proper Instrument Of Transfer, To The Remarketing Agent After The Giving Of Irrevocable Notice Of Tender For Purchase As Described Above.

8. **Redemptions.** As provided below, the Company has the right to purchase Bonds in lieu of certain redemptions. By Acceptance Of This Bond, The Owner Agrees To Sell And Surrender This Bond, Properly Endorsed Or With A Proper Instrument Of Transfer, To The Company In Lieu Of Redemption Under The Conditions Described Below. All redemptions and purchases in lieu of redemption will be paid in funds immediately available on the redemption or purchase date at a redemption or purchase price of one hundred percent (100%) of the principal amount of the Bonds being redeemed or purchased (plus any premium required as provided below), plus accrued interest, if any, to the relevant redemption or purchase date; provided, however, that installments of interest which shall have become due and payable on or prior to such redemption or purchase date shall be payable to the Owners of the Bonds being redeemed or purchased (or any predecessor Bonds) at the close of business on the relevant Record Date. Bonds tendered for purchase on a date after a call for redemption but before the redemption date will be purchased pursuant to the tender. No purchase of Bonds by or on behalf of the Company shall be deemed to be a payment or redemption of such Bonds or of any portion thereof, and such purchase will not operate to extinguish or discharge the indebtedness evidenced by such Bonds.

Optional Redemption During Daily or Weekly Rate Period. When interest on the Bonds is payable at a Daily Rate or Weekly Rate, the Bonds may be redeemed, without premium, at the option of the Company, in whole or in part, on any Business Day.

Optional Redemption During Long-Term Interest Rate Period. During any Long-Term Interest Rate Period, the Bonds may be redeemed at the option of the Company, in whole at any time or in part from time to time, as follows:

(a) until interest on the Bonds shall have been payable at the same Long-Term Interest Rate for more than ten (10) consecutive years, the Bonds will not be redeemable pursuant to this option; and

(b) after the elapse of such ten (10) year period, the Bonds may be redeemed at the redemption price specified in the introductory paragraph of this Section 8, plus a premium of two percent (2%) of the principal amount thereof during the first (1st) year after such ten (10) year period, a premium of one percent (1%) of the principal amount thereof during the second (2nd) year after such ten (10) year period and thereafter without premium.

Upon receipt by the Trustee of a Favorable Opinion of Tax Counsel, the redemption periods and prices required by the preceding paragraph may be changed by the Remarketing Agent (with the written consent of the Company) with respect to any Long-Term Interest Rate Period prior to the establishment thereof. In order to effectuate such a change, the Remarketing Agent will determine and certify to the Trustee, on a date which is no later than the date of establishment of the related Long-Term Interest Rate, the period during which the Bonds will not be subject to redemption (the "Call Protection Period"), the redemption premium or premiums (the "Call Premiums"), if any, applicable to the redemption of the Bonds after the Call Protection Period and the period or periods during which the Call Premiums shall be effective (the "Call Premium Periods") necessary to establish such Long-Term Interest Rate. Such Call Protection Period, Call Premiums and Call Premium Periods shall be established in accordance with optional call redemption provisions which the Remarketing Agent certifies, and demonstrates to the satisfaction of the Trustee and the Company, are generally accepted as the standard features for obligations such as the Bonds, based on the duration of such Long-Term Interest Rate Period.

Extraordinary Optional Redemption. The Bonds may be redeemed, without premium, at the option of the Company, in whole at any time within one hundred eighty (180) days of the occurrence of any of the following:

(a) all or substantially all of the Project shall be damaged or destroyed and the Company shall determine that it is not practicable or desirable to rebuild, repair and restore the Project; or

(b) all or substantially all of the Project shall be condemned or such use or control thereof shall be taken by eminent domain as to render the Project unsatisfactory to the Company for continued operation; or

(c) unreasonable burdens or excessive liabilities shall be imposed upon the City or the Company with respect to the Project or the operation thereof; or

(d) as a result of any changes in the Constitution of Illinois or in the Constitution of the United States of America or of legislative or administrative action (whether state or federal), or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Company in good faith, the Loan Agreement shall have become impossible of performance in accordance with the intent and purposes of the parties as expressed in the Loan Agreement.

Mandatory Redemption on Determination of Taxability. The Bonds will be redeemed, without premium in whole (or in part as provided below) on any day within one hundred twenty (120) days after the Company receives written notice from a Beneficial Owner or former Beneficial Owner or the Trustee of a final determination by the Internal Revenue Service or a court of competent jurisdiction that, as a result of a failure by the Company to perform any of its agreements in the Loan Agreement or the Tax Agreement or the inaccuracy of any of its representatives in the Loan Agreement or the Tax Agreement, the interest paid or to be paid on any Bond (except to a "substantial user" of the Project or a "related person" within the meaning of Section 147(a) of the Code) is or will be includable in the gross income of the Beneficial Owner thereof for federal income tax purposes. No such determination will be considered final unless the Beneficial Owner or former Beneficial Owner involved in the determination gives the Company and the Trustee prompt written notice of the commencement of the proceedings resulting in such determination and offers the Company, subject to the Company's agreeing to pay all reasonable expenses of the proceedings and to indemnify such Beneficial Owner or former Beneficial Owner against all liabilities that might result from it, the opportunity to control the defense of the proceedings and either the Company does not agree within thirty (30) days to pay such reasonable expenses, to so indemnify and to control the defense or the Company exhausts or chooses not to exhaust available procedures to contest or obtain review of the result of the proceedings. Fewer than all the Bonds may be redeemed if redemption of fewer than all would result in the interest payable on the Bonds remaining Outstanding being not includable in the gross income for federal income tax purposes of any Beneficial Owner other than a "substantial user" or "related person". If fewer than all Bonds are redeemed, the Trustee will select the Bonds to be

redeemed as provided in the Indenture and as may be specified in an Opinion of Tax Counsel.

Mandatory Redemption upon a Change in the Method of Determining the Interest Rate on the Bonds. On the effective date of any change in the method of determining the interest rate on the Bonds, the Bonds will be redeemed or purchased by the Company in lieu of redemption, without premium, on the effective date of such change, but if interest on the Bonds is payable at a Long-Term Interest Rate and if such effective date is before the day after the last day of the then current Long-Term Interest Rate and if such effective date is before the day after the last day of the then current Long-Term Interest Rate Period, the Bonds will be redeemed or purchased at the redemption or purchase price specified in the introductory paragraph of this Section 8, plus such premium as would be payable at such time upon a redemption described under "Optional Redemption During Long-Term Interest Rate Period" above.

Mandatory Redemption Upon Expiration of Letter of Credit. The bonds will be redeemed or purchased by the Company in lieu of redemption on the Interest Payment Date next preceding the Expiration Date of the Letter of Credit unless the Trustee has received notice that the Letter of Credit has been or will be extended as provided in the Indenture. When the Bonds bear interest at a Long-Term Interest Rate, the Bonds will be redeemed or purchased at the percentage of their principal amount which would be payable upon a redemption described under the paragraph "Optional Redemption During Long-Term Interest Rate Period" above. If the Bonds are to be redeemed under another paragraph of this section on the same day, the Bonds will be called under, and redemption will be governed by, the other paragraph and not by this paragraph, except that any premium required by this paragraph shall be paid upon such redemption.

Mandatory Redemption Upon Delivery of an Alternate Letter of Credit. The Bonds will be redeemed or purchased by the Company in lieu of redemption on the Interest Payment Date next preceding the effective date of any Alternate Letter of Credit delivered to the Trustee. When the Bonds bear interest at a Long-Term Interest Rate, the Bonds will be redeemed or purchased at the percentage of their principal amount which would be payable upon a redemption described under the paragraph "Optional Redemption During Long-Term Interest Rate Period" above. If Bonds are to be redeemed under another paragraph of this section on the same day, the Bonds will be called under, and redemption will be governed by, the other paragraph and not by this paragraph, except that any premium required by this paragraph shall be paid upon such redemption.

Mandatory Redemption at Beginning of a New Long-Term Interest Rate Period. When the Bonds bear interest at a Long-Term Interest Rate and a new Long-Term Interest Rate Period is to be determined, the Bonds will be redeemed or purchased by the Company in lieu of redemption, without premium, on the first (1st) day of the new Long-Term Interest Rate

Period. If such first (1st) day is before the day after the last day of the then current Long-Term Interest Rate Period, the Bonds will be redeemed or purchased at the redemption or purchase price specified in the introductory paragraph of this Section 8, plus such premium as would be payable at such time upon a redemption described under "Optional Redemption During Long-Term Interest Rate Period" above.

Mandatory Redemption on Each Interest Payment Date During Commercial Paper Mode. When the Bonds bear interest at a Commercial Paper Rate, each Bond will be redeemed or purchased by the Company in lieu of redemption, without premium, on the Interest Payment Date of such Bond. If the Bonds are also required to be redeemed under the paragraph "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Bonds" above, the Bonds will be called under, and the redemption will be governed by, that paragraph and not this paragraph.

Mandatory Redemption Upon Termination of the Ground Lease. The Bonds will be redeemed as a whole, without premium, on the effective date of any termination of the Ground Lease.

Mandatory Redemption During a Long-Term Interest Rate Period Upon Extension of Bond Maturity. When the Bonds bear interest at a Long-Term Interest Rate, the Bonds will be redeemed or purchased by the Company in lieu of redemption at the percentage of their principal amount which would be payable upon a redemption described under the paragraph "Optional Redemption During Long-Term Interest Rate Period" above, and the effective date of the extension of the maturity of the Bonds pursuant to the Company's exercise of its option under Section 7.4(a) of the Loan Agreement.

Mandatory Redemption During Upon Extension of Bond Maturity. The Bonds will be redeemed or purchased by the Company in lieu of redemption, without premium, on the effective date of the extension of the maturity of the Bonds pursuant to the Company's exercise of its option under Section 7.4(b) of the Loan Agreement.

Notice of Redemption. The Trustee will mail a notice of redemption by first class mail to each Bondholder at its registered address at least thirty (30) days before each redemption of the Bonds except for (a) a redemption described in "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Mode" as described above, for which no notice will be given; and (b) redemptions as described in "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Bonds" or "Mandatory Redemption at Beginning of a New Long-Term Interest Rate Period", for which notice of redemption will be given at least fifteen (15) days before the redemption date if a Long-Term Interest Period is not then in effect; provided, however, that when the Book-Entry System is not in effect, such notice will be mailed not more than five (5) Business Days after receipt by the Trustee of the Company's notice of a change in the method of determining the interest rate on the Bonds which will result in a

"Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Bonds" as described above. Failure to give any required notice of redemption as to any particular Bonds will not affect the validity of the call for redemption of any Bonds in respect of which no such failure has occurred. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given, whether or not actually received by the addressee.

Effect of Notice of Redemption. When notice of redemption is required and duly given, or when Bonds are to be redeemed without notice, all Bonds called for redemption will become due and payable on the redemption date at the applicable redemption price, subject to the Company's right to purchase such Bonds in lieu of redemption as provided above; in any such case, when funds are deposited with the Trustee sufficient for such redemption or for such purchase, interest on the Bonds to be so redeemed or purchased will cease to accrue as of the date of such redemption or purchase.

9. Extension of Maturity of the Bonds. The maturity of the Bonds may be extended at the option of the Company as provided in Section 7.4 of the Loan Agreement. Upon compliance with all conditions to such extension contained in Section 7.4 of the Loan Agreement, on the effective date selected by the Company the maturity date of the Bonds shall for all purposes be extended to the date specified in the Company's notice exercising such option.

10. Letter of Credit. The Bonds are initially secured by a letter of credit issued by the First National Bank of Chicago in favor of the Trustee. This letter of credit entitles the Trustee to draw an amount sufficient to pay the principal of the Bonds, plus an amount equal to forty-five (45) days interest accrued on the Bonds at a maximum rate of twelve percent (12%) and during a Long-Term Interest Rate Period, the applicable premium, if any. It expires _____, _____, or on the earlier occurrence of events specified in it. On its expiration, unless the Company has provided another credit facility meeting the requirements of the Indenture, the Bonds will be redeemed (see "Redemption" above).

11. Denominations; Transfer; Exchange. The Bonds are issuable in registered form without coupons in denominations as follows: (1) when interest is payable at a Long-Term Interest Rate, Five Thousand Dollars (\$5,000) and integral multiples of Five Thousand Dollars (\$5,000) up to One Hundred Thousand Dollars (\$100,000) and integral multiples of One Hundred Thousand Dollars (\$100,000) thereafter; and (2) when interest is payable at a Daily Rate, Weekly Rate or Commercial Paper Rate, One Hundred Thousand Dollars (\$100,000) or any integral multiple of One Hundred Thousand Dollars (\$100,000). An Owner may transfer or exchange Bonds in accordance with the Indenture. The Trustee may require an Owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. Except in connection with the purchase of

Bonds tendered for purchase in lieu of redemption, the Trustee shall not be required to transfer or exchange any Bond which has been called for redemption or during the period beginning fifteen (15) days before the mailing of a notice calling the Bonds or any portion of the Bonds for redemption and ending on the redemption date.

12. Persons Deemed Owners. The Registered Owner of this Bond will be treated as the owner for all purposes, and all payments of principal, premium, interest and purchase price shall be made only to or upon the written order of the Registered Owner of the Registered Owner's legal representative.

13. Unclaimed Money. If money for the payment of principal, premium, interest or purchase price with respect to this Bond remains unclaimed for two (2) years, the Trustee will pay the money to or for the account of the Company. After such payment, the persons entitled to such money must look only to the Company (unless an abandoned property law designates another person) and not to the Trustee, the City, the Bank or the Remarketing Agent for payment.

14. Discharge Before Redemption or Maturity. If the Company at any time deposits with the Trustee monies or United States Government Obligations as described in the Indenture sufficient to pay at maturity or on redemption the principal of and premium, if any, and interest on the Outstanding Bonds, and if the Company also pays all other sums then payable by the Company under the Indenture, the lien of the Indenture with respect to the Bonds will be discharged. After discharge, Bondholders must look only to the deposited monies and securities for payment. United States Government Obligations means (i) noncallable direct obligations of the United States of America for which its full faith and credit are pledged, (ii) noncallable obligations of a person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the payment of which is unconditionally guaranteed as a full faith and credit obligation of the United States of America, or (iii) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in clause (i) or (ii).

15. Amendment, Supplement. Subject to certain exceptions, the Indenture, the Loan Agreement and the Bonds may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the Bonds and any additional parity bonds then outstanding. Any such consent shall be irrevocable and shall bind any subsequent owner of this Bond or any bond delivered in substitution for this Bond. Without the consent of any Bondholder, the City may amend or supplement the Indenture, the Loan Agreement and the Bonds as described in the Indenture, among other things, to cure any ambiguity, inconsistency or formal defect or omission, to provide for the issuance of additional parity bonds to provide for uncertificated Bonds in addition to or in place of certificated Bonds to provide for the Book-Entry System for the Bonds, to

make any change necessary to secure from a Rating Agency a rating on these Bonds equal to the rating on the unsecured indebtedness of the Bank (or the parent of the Bank) or to make any change that does not materially adversely affect the rights of any Bondholder.

16. Defaults and Remedies. The Indenture provides that the occurrence of certain events constitute Events of Default. If an Event of Default has occurred and is continuing, the Trustee, the Bank or the holders of at least twenty-five percent (25%) in principal amount of the Bonds and any additional parity bonds then outstanding may declare the principal of all the Bonds to be due and payable immediately. An Event of Default and its consequences (including any acceleration) may be waived as provided in the Indenture. Bondholders may not enforce the Indenture or the Bonds except as provided in the Indenture. Except as specifically provided in the Indenture, the Trustee may refuse to enforce the Indenture or the Bonds unless it receives indemnity satisfactory to it. Subject to certain limitations, owners of a majority in aggregate principal amount of the Bonds and any additional parity bonds then outstanding may direct the Trustee in its exercise of any trust or power.

17. No Recourse Against Others. No recourse shall be had for the payment of the principal of, or the premium if any, and interest on, this Bond or for any claim based hereon or upon any obligation, covenant or agreement contained in the Indenture, the Loan Agreement or the Tax Agreement against any past, present or future member, officer, official, director, agent, or employee of the City, as such, either directly or through 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 member, officer, official, director, agent, or employee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture, the Loan Agreement, the Tax Agreement and the issuance of the Bonds.

18. Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

19. Abbreviations. Customary abbreviations may be used in the name of the Registered Owner or an assignee, such as Ten. Com. (= tenants in common), Ten. Ent. (= tenants by the entirety), Jt. Ten. (= joint tenants with right of survivorship and not as tenants in common), Cust. (= Custodian), and U/G/M/A/ (= Uniform Gifts to Minor Act).

A copy of the Indenture may be inspected at the office of the Trustee located at [Trustee's address].

It Is Hereby Certified, Recited and Declared, That all acts, conditions and things required to exist, happen and be performed precedent to and in the

execution and delivery of the Indenture and the issuance of this Bonds do exist, have happened and have been performed in due time, form and manner as required by law; and the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation.

In Witness Whereof, The City of Chicago has caused this Bond to be executed in its name by its _____ by his manual or facsimile signature and its corporate seal to be hereunto affixed or printed and attested by the manual or facsimile signature of the City Clerk.

[Issuer]

By: _____
[Title]

[Seal]

Attest:

By: _____
City Clerk

Trustee's Certificate Of Authentication.

Date of Authentication: _____, _____.

[Trustee], Trustee, certifies that this
is one of the Bonds referred to in
the Indenture.

By: _____
Authorized Signatory

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

Unif. Gifts Min. Act _____ Custodian _____
(Cust.) (Minor)

under Uniform Gifts to Minors Act

(State)

Ten. Com. as tenants in common

Ten. Ent. as tenants by the entireties

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

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

Assignment.

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

(Please Insert Social Security or Other Identifying Number of Assignee)

(Name and Address of Assignee)

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

Dated: _____

Signature Guaranteed: _____

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever. Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("S.T.A.M.P."), the Stock Exchange Medallion Program ("S.E.M.P.") or the New York Stock Exchange, Inc. Medallion Signature Program ("M.S.P.").

Exhibit "C".

Amendment To Ground Lease.

This Amendment to Ground Lease ("Amendment") is executed and entered into as of the first (1st) day of _____, 1997 by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and (6)(a), respectively, of the 1970 Constitution of the State of Illinois ("Landlord"), as landlord, and CenterPoint O'Hare L.L.C., an Illinois limited liability company ("Tenant"), as tenant.

Recitals.

A. Landlord and Tenant's predecessor in interest, O'Hare Tech Center Associates, L.P., an Illinois limited partnership ("O.T.C.A."), entered into a Ground Lease for Site 19/O'Hare International Airport dated August 15, 1995 ("Ground Lease"), relating to certain real estate consisting of approximately fifty (50) acres of land defined as the "Land" and described on Exhibit A to the Ground Lease, together with all improvements thereon, situated at O'Hare International Airport ("Airport"), pursuant to an ordinance of the City Council of Chicago dated June 14, 1995 (Council Journal of Proceedings, pages 2480 -- 2700). Landlord and O.T.C.A. entered into a Corrective and Implementing Supplement to Ground Lease dated May 8, 1996 ("First Supplement") to reflect certain corrections to the Ground Lease dated August 15, 1995, and provide for certain easements. O.T.C.A. assigned all of its right, title and interest in and to the lease to Tenant by an Assignment and Assumption of Ground Lease dated May 10, 1996, consented to in advance by Landlord in a letter to O.T.C.A. dated April 22, 1995. Landlord and Tenant entered into a Second Corrective and Implementing Supplement to the Ground Lease dated October 25, 1996 to reflect additional corrections to the Ground Lease, to delete the Phase A-1 Parcel from the premises under the Ground Lease and confirm other matters relating to the creation of the separate lease with respect to the Phase A-1 Parcel, to provide for a change in use of the Detention Area, modify design standards and modify certain drainage easements, among other matters. The Ground Lease as modified by the First Supplement, Second Supplement and Landlord's consent letter herein sometimes referred to as the "Lease".

B. The Commencement Date of the Term is August 15, 1995.

C. Landlord owns and operates the Airport, with the power to lease premises and facilities and to grant rights and privileges with respect thereto.

D. Tenant expects to pay certain of the costs of acquiring, constructing, installing and equipping [Phase 2, Phase 3 and certain Infrastructure Improvements constituting parts of the Project] with the proceeds of the City of Chicago Variable/Fixed Rate Demand Special Facilities Airport Revenue Bonds (CenterPoint O'Hare, L.L.C. Project), Series 1997 (the "Bonds") described in the ordinance of the City Council of Chicago dated _____, 1997 (Council Journal of Proceedings, page _____) ("Ordinance") which requires a shorter term than the Term provided for in the Lease, and Landlord and Tenant agree to shorten the Term, subject to an option to be granted to Tenant to extend the shortened term, on the terms provided herein.

E. Capitalized terms used in this Amendment shall have the meanings set forth in the Lease except as otherwise defined herein.

Terms, Covenants, And Conditions.

Now, Therefore, In consideration of the foregoing premises, and the terms, covenants and conditions hereinafter set forth, Landlord and Tenant agree as follows:

1. Term.

(a) Section 2.01 of the Lease is amended by amending and restating the last sentence, as follows:

"The term of this Lease ("Term") shall commence on the Commencement Date and terminate on the date before the [Maximum term permitted by bond counsel, not to extend beyond the sixtieth (60th)] anniversary of the Commencement Date (unless terminated sooner or extended as provided in this Lease) on the condition that Tenant shall pay Rent, comply with the terms, covenants and conditions, and yield possession, all as set forth in this Lease."

(b) The following provision is added to the Lease as a new Section 2.06 to the Lease:

"2.06 Extension Option. Subject to the provisions hereinafter set forth, Landlord hereby grants to Tenant an option to extend the Term of this Lease on the same terms, conditions and provisions as contained in this Lease, except as otherwise provided herein, for one (1) period of _____ years (the "Extension Period") after the stated expiration date of the Term, which Extension Period shall commence on the [_____] anniversary of the Commencement Date (the "Extension Period Commencement Date") and end on the day before the sixtieth (60th) anniversary of the Commencement Date."

(A) Said option shall be exercisable by written notice from Tenant to Landlord of Tenant's election to exercise said option given not later than the date which is twenty-four (24) months prior to the Extension Period Commencement Date, time being of the essence. If Tenant's option is not so exercised, said option shall thereupon expire.

(B) Tenant may exercise said option, and an exercise thereof shall be effective, only if (1) at the time of Tenant's exercise of said option and on the Extension Period Commencement Date this lease is in full force and effect and an Event of Default does not exist under this lease, (2) an Event of Default does not exist under the Loan Agreement between Landlord and Tenant Dated _____ authorized by the ordinance or Indenture

(as defined in (Sub)Exhibit A), and (3) Tenant has received and furnished to Landlord a Favorable Opinion of Tax Counsel (as defined in (Sub)Exhibit A hereto) and Tenant's determination of Bond-Financed Property Rent (as defined in (Sub)Exhibit A hereto).

(C) Rent during the Extension Period shall include the following:

- (i) Base Rent at the rate set forth in Sections 3.01 and 3.02 of the lease;
- (ii) Percentage Rent as provided in Section 3.03 of the lease; and
- (iii) Bond-Financed Property Rent.

(D) If Tenant has validly exercised said option, then within sixty (60) days after request by either party hereto, Landlord and Tenant shall enter into a written amendment to this lease confirming the terms, conditions and provisions applicable to the Extension Period as determined in accordance herewith, with such revisions to the rental provisions of this lease as may be necessary to include the improvements Rent.

2. Application Of Certain Definitions Under Lease.

(a) The financing transaction described in the Ordinance, including the issuance of the Bonds by the Landlord, the loaning of the proceeds thereof by the Landlord to the Tenant pursuant to the Loan Agreement and the incurrence by the Tenant, the Guarantor or any Affiliate thereof or any obligations presently set forth in the Loan Agreement to pay principal, purchase price, interest and premium owing with respect to the Bonds or under or in connection therewith either to the holders of the Bonds or as reimbursement to any national banking association, bank, trust company or other financial institution issuing a Letter of Credit or similar credit enhancement instrument to secure the Bonds, shall be collectively referred to herein as the "Bond Related Indebtedness".

(b) The Bond Related Indebtedness shall not be deemed to constitute a Sale under the lease.

(c) A portion of the Bond Related Indebtedness not to exceed seventy-five percent (75%) of the Costs of Construction shall be deemed to constitute "Construction Debt" and "Financing" for all purposes under the Lease, including, without limitation, for the purpose of applying the

following defined terms in the Lease: "Construction Debt", "Debt", "Free Cash Flow", "Gross Proceeds", "Net Financing Proceeds", "Net Rent", "Net Residual Proceeds", "Net Sales Proceeds", and "Reinvested Funds". The remainder of the Bond Related Indebtedness shall not be deemed to constitute "Debt", "Construction Debt" or "Financing" for any purpose under the Lease. No later than nineteen (19) months after Substantial Completion of Phase 3, Tenant shall furnish to Landlord the exact amount of the Construction Debt, together with such detail as will enable Landlord to verify its calculation as being an amount not to exceed seventy-five percent (75%) of the Costs of Construction. Within nineteen (19) months after Substantial Completion of a Phase, Tenant shall furnish Landlord information on the allocation of actual Construction Costs to such Phase. Within thirty (30) days after disbursement of the Bond proceeds, Tenant shall furnish Landlord the allocation of Costs of Construction for Phases which have previously been Substantially Completed and which are being reimbursed from the Bond proceeds. Tenant shall retain information on Costs of Construction and their allocation between Phases for future use and furnish Landlord such information as may be required from time to time to calculate Percentage Rent throughout the Term.

(d) Tenant represents that the Bond Related indebtedness to be incurred in connection with the initial issuance of the Bonds is not secured by a Leasehold Mortgage; provided, however, if at any time hereafter Tenant grants a Leasehold Mortgage in connection with the Bond Related Indebtedness, all provisions of the Lease relating to Leasehold Mortgages shall become applicable to the Bond Related Indebtedness from and after the date of such Leasehold Mortgage.

(e) With respect to certain definitions as applied to the portion of Bond Related Indebtedness deemed to constitute Construction Debt,

- (i) the term "Costs of Construction" shall not include any extraordinary costs of issuance of the Bonds, as may be excluded by Landlord, which Landlord determines exceed those costs which would reasonably have been incurred in connection with more conventional Construction Debt secured by a Leasehold Mortgage;
- (ii) for any Lease Year, the term "Net Rent" shall not include interest earned during such Lease Year on proceeds of the Bonds pending disbursement to pay Costs of Construction, and the term "Debt Service" shall not include any interest, principal or letter of credit fees paid on Bonds allocable to the undisbursed Bond proceeds during such Lease Year.

- (iii) for any Lease Year, the term "Debt Service" shall include payments of letter of credit fees in connection with the Bonds during such Lease Year, if any such payment is determined to be an interest cost under Section 148 of the Internal Revenue Code in calculating the yield of the Bonds.

(f) The renewal, extension or replacement of the initial letter of credit securing the Bonds, or any renewal, extension or replacement thereof or any refunding or reissuance of the Bonds, including without limitation the execution and delivery by Tenant, Guarantor or any Affiliate of either of them of a reimbursement agreement or similar financing agreement with the issuer of such letter of credit or similar credit enhancement instrument securing the Bonds issued by the Landlord to finance the Project or any amendment, supplement or restatement of the Indenture, shall not be deemed to constitute a new "Financing" under the Lease if: (i) the outstanding principal amount of the Bonds is not increased in connection therewith, (ii) the Bonds remain outstanding under the Indenture, as amended, supplemented or restated by Landlord, and (iii) interest on the Bonds is excludable from gross income of the holders thereof.

(g) The Landlord hereby acknowledges receipt of the Loan Agreement and the Indenture as the loan agreement described in Section 6.01(H) of the Lease without regard to the provisions of Article 12 and acknowledges that no assignment of the financing commitment is required by Landlord under Section 6.01(G) of the Lease.

3. Base Rent And Commencement Of Construction. The following changes are made to Articles 3 and 6 of the Lease:

(a) The phrase "five (5) years" in Section 6.01(A)(4) is changed to "three (3) years".

(b) The phrase "twenty-four (24) months" in the first (1st) sentence of Section 6.01(I) is changed to "eighteen (18) months".

(c) The phrase "forty-two (42) months" in Section 3.01(B) is changed to "thirty-six (36) months".

4. Ordinance. Execution of this Amendment by Landlord is authorized by Ordinance passed by the City Council of the City of Chicago on _____ (Council Journal of the Proceedings, page ____).

5. Loan Agreement. The Loan Agreement shall not be deemed to amend or supersede the terms of the Lease. If, in order to comply with its obligations under Section 5.4 of the Loan Agreement, Tenant is obligated to

take an action at variance with the terms of the Ground Lease, Tenant may not take such action unless it either redeems the Bonds or first obtains Landlord's consent in writing to such action. A breach or default by Landlord of its obligations under the Loan Agreement shall not be deemed a breach or default of its obligations under the Lease.

6. Amendment. Except as expressly modified herein, the provisions of the Lease, including Article 21, remain unmodified and in full force and effect.

7. Short Form Of Lease. Landlord and Tenant shall amend the Short Form of Lease recorded on August 21, 1995 in the Recorder's Office of Cook County, Illinois, as Document Number 95552388, as amended and recorded on May 13, 1996 in the Recorder's Office of Cook County, Illinois, as Document Number 96362099, as amended and recorded on _____, 1996, in the Recorder's Office of Cook County, Illinois, as Document Number _____, to reflect the change in Term of the Lease.

8. Certificates Regarding Status Of Lease.

(a) Tenant Certificate. Tenant hereby states that: (a) this Lease is unmodified and in full force and effect (amendments to the Lease, being this Amendment, Second Supplement, Landlord's Consent Letter and the First Supplement), (b) Base Rent has been paid to _____, _____ and Impositions have been paid to the date hereof, and (c) to the best knowledge of Tenant, Landlord is not in default in the observance or performance of any covenant, agreement or condition contained in this Lease.

(b) Landlord Certificate. Landlord hereby states that: (a) this Lease is unmodified and in full force and effect (amendments to the Lease, being this Amendment, Second Supplement, Landlord's Consent Letter and the First Supplement), (b) Base Rent has been paid to _____, _____ [and Percentage Rent in the amount of \$_____ was paid _____], and (c) to the best knowledge of the signer of this certificate, Landlord has not delivered a notice of default under Article 14 (which default has not been cured or corrected) of the Lease.

In Witness Whereof, The parties have executed this Amendment as of the date above stated.

Landlord:

City of Chicago
a municipal corporation

By: _____
Commissioner,
Department of Aviation

Approved As To Form And Legality:

Deputy or Assistant
Corporation Counsel

Tenant:

CenterPoint O'Hare L.L.C.,
an Illinois limited liability
company

By: CenterPoint Properties Corpora-
tion, a Maryland corporation, its
managing member

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

The undersigned Guarantor under the Guaranty dated May 10, 1996 hereby consents to the Amendment and agrees that its Guaranty is unmodified and in full force and effect. Guarantor has no offers or defenses to its performance under the Guaranty which it may assert against Landlord.

CenterPoint Properties Corporation,
a Maryland corporation

Name: _____

Title: _____

(Sub)Exhibit "A" referred to in this Amendment to Ground Lease reads as follows:

(Sub)Exhibit "A".
(To Amendment To Ground Lease)

"Bond-Financed Property" shall mean that portion of the Premises under the Lease financed with the proceeds of the Bonds.

"Bond-Financed Property Rent" shall mean such rent as Tenant may be required to pay with respect to Bond-Financed Property under the Internal Revenue Code of 1968, as amended, as determined by Tenant, subject to Tenant having received a favorable opinion of tax counsel it being acknowledged and agreed that Tenant has surrendered a portion of the Term with out compensation for the sole purpose of qualifying the Project for tax-

exempt financing under Section 142 of the Internal Revenue Code of 1986, as amended, and the parties intend that the Bond Financed Property Rent shall be no greater than is deemed necessary in order to permit delivery of the favorable opinion of tax counsel.

"Favorable Opinion of Tax Counsel" shall have the meaning given thereto in the Indenture.

"Indenture" shall mean that certain Indenture of Trust dated as of September 1, 1997 between the City of Chicago and _____, as Trustee, as such Indenture of Trust is thereafter amended supplemented or restated with respect to the Bond Financed Property, as authorized by the ordinance.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS, CANCELLATION OF WATER RATES
AND WAIVER OF FEES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred March 19, April 16, July 2, 30 and September 10, 1997, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water rates and waivers of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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.

Christ The King Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Christ the King Church for interior remodeling and construction of a parish center on the premises known as 9240 South Hoyne Avenue.

Said building shall be used for not-for-profit purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

DePaul University.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, 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 DePaul University for construction of a new building for student apartments and staff offices on the premises known as 959 West Fullerton 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.

Department Of General Services.

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 Chicago Department of General Services, for any and all work related to the construction of offices and hearing rooms for the Department of Administrative Hearings on the premises located at 400 -- 432 West Superior Street, 740 North Sedgwick Street, 366 West Superior Street and the parking facilities located at 365 -- 369 West Huron Street, 366 -- 370 West Erie Street and 356 -- 358 West Erie Street.

Said building shall be used exclusively for City of Chicago offices 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 be effective upon its passage and due publication.

Historic North Pullman.

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 Historic North Pullman for renovation of an existing structure on the premises known as 10434 South Maryland 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.

North Park Village Auditorium Building.

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 North Park Village Auditorium Building, 5801 North Pulaski Road, for the renovation of the North Park Village Auditorium Building (complete renovation of existing auditorium building into a gymnastics center) on the premises known as 5801 North Pulaski Road.

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.

North Park Village Nature Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, 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 North Park Village Nature Center, 5801 North Pulaski Road, for the expansion of the North Park Village Nature Center (classroom expansion and ADA toilet facilities installation) on the premises known as 5801 North Pulaski Road.

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.

Rose Of Sharon.

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 Rose of Sharon for renovation of an existing structure on the premises known as 1409 North Lockwood Avenue.

Said building shall be used exclusively for not-for-profit and related purpose and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Ailbe Church/Independent Senior Housing.

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 Independent Senior Housing/Saint Ailbe Church, 9015 South Harper Avenue for the construction of a new building on the premises known as 1244 East 93rd 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.

Saint Mary Of Nazareth Hospital.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Mary of Nazareth Hospital for renovation and remodeling of an existing structure on the premises known as 2233 West Division 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.

Winfield Moody Health Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, 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 Winfield Moody Health Center for renovation of existing structure on the premises known as 1276 North Clybourn 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.

*Dispensary.**Erie Family Health Center, Inc.**Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of the City of Chicago the following family health center which is not operated for gain but where a charge is made for the health care of community residents, is hereby exempted from the payment of the Annual Dispensary License fee (Code 1184) for the period beginning August 16, 1997 and ending August 15, 1998:

Erie Family Health Center, Inc.
2750 West North Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Hospital.**Trinity Hospital.**Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 4-84-060 of the Municipal Code of Chicago and in accordance with a favorable inspection by the Board of Health, the following hospital which is not operated for gain, but where a charge is made for the care of patients, shall be exempted from payment of the Hospital License fee (Code 1375) for the period beginning August 16, 1997 and ending August 15, 1998:

Trinity Hospital
2320 East 93rd Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Limited Business.

Concerned Crafts.

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 non-profit organization is hereby exempted from payment of the annual Limited Business License fee (Code 1010) for the year ending 1998:

Concerned Crafts
920 West Wilson Avenue.

SECTION 2. This ordinance shall be in force and effect from and after its passage and publication.

Trinity Hospital.

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 institution is hereby exempted from the payment of Limited Business License fee for the period of August 15, 1997 through August 15, 1998:

Trinity Hospital
2320 West 93rd Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

CANCELLATION OF WATER/SEWER
ASSESSMENTS.

Catholic Charities.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel the assessment in the amount of \$13,860.34, Account Number 301060518909, charged to Catholic Charities, 657 West Randolph Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Good Hope Missionary Baptist Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$10,700.00 assessed against the Good Hope Missionary Baptist Church, under the date of March 19, 1997, for the premises located at 853 -- 857 West 79th Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Northwest Institute.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments, notwithstanding

other ordinances of the City of Chicago to the contrary, in the amount of One Thousand Two Hundred Fifty-five and \$1,255.36 assessed against the Northwest Institute, 5100 -- 5102 West Division Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Transformation Baptist Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of Eight Thousand two Hundred Sixty Dollars and \$8,260.38 assessed against the Transformation Baptist Church, for the premises located at 5916 West Rice Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Twelve Step House.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel the existing rates in the amount of \$240.71, charged to the Twelve Step House, 4454 North Damen Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

WAIVER OF FEES.

Food Vendor License.

*Rockwell Community/Inter-Agency Network's "Annual
Near West Youth Fest".*

Ordered, That the Director of the Department of Revenue of the City of Chicago waive all Food Vendor License fees for the participants in the Rockwell Community/Inter-Agency Network's "Annual Near West Youth Fest" to be held at 2400 West Adams Street, on August 8, 1997.

Food Vendor And Itinerant Merchant License.

Mexican Independence Day Festival.

Ordered, That the Director of the Department of Revenue and the Commissioner of Transportation waive the Food Vendor and Itinerant Merchant License fees, Street Closing Permit fee and Tent Permit fee for the participants in and applicants for the Mexican Independence Day Festival, sponsored by the 47th Street Chamber of Commerce, in care of Michael Salin, 1944 West 47th Street, to be conducted in Davis Square Park, 4413 South Hermitage Avenue, from August 29, 1997 through and including September 1, 1997.

Handicapped Parking Sign Permit.

Chicago Police Officer Andre VanVegten.

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the installation fee in the amount of \$70.00 for two handicapped permit parking signs in front of 233 East Wacker Drive

(applicant Andre VanVegten), for the reason he is a Chicago police officer injured in the line of duty.

Itinerant Merchant License.

57th Street Children's Book Fair.

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 participants in the 57th Street Children's Book Fair to be held September 28, 1997, from 12:00 Noon to dusk on East 57th Street.

Raffle License.

Edward G. Schumacher Memorial Library.

Ordered, That the Director of the Department of Revenue waive the Raffle License fee (Code 1625) for Edward G. Schumacher Memorial Library, 4802 North Milwaukee Avenue. Raffle tickets are to be sold at Copernicus Foundation, 5216 West Lawrence Avenue for the period extending August 28 through September 1, 1997.

Tent Erection Permit.

Rockwell Community/Inter-Agency Network's "Annual Near West Youth Fest".

Ordered, That the Director of the Department of Revenue waive the fees for the tents to be erected for the Rockwell Community/Inter-Agency Network's "Annual Near West Youth Fest" to be held at 2400 West Adams Street, on August 8, 1997.

AUTHORIZATION FOR ISSUANCE OF STREET CLOSING PERMIT
AND ITINERANT MERCHANT LICENSE FEES, FREE
OF CHARGE, TO PARTICIPANTS IN UNITED
CHURCH OF ROGERS PARK CARNIVAL.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the issuance of Itinerant Merchant License fees and Street Closing Permit fees, free of charge, to participants in the United Church of Rogers Park Carnival, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue all necessary Street Closing Permits and Itinerant Merchant License fees, free of charge, to participants in the carnival to be conducted on North Ashland Avenue, between West Farwell Avenue and West Morse Avenue, by the United Church of Rogers Park, 1545 West Morse Avenue, for the period of September 14 through September 22, 1997 (street closing will be from 6:00 P.M. on September 14, 1997 to 6:00 A.M. on September 22, 1997).

AUTHORIZATION FOR CANCELLATION OF WARRANTS
FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas-- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays-- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant Number And Type Of Inspection	Amount
Anixter Center 6050 North California Avenue	B1-610155 (Bldg.)	\$ 40.00
Anixter Center for Rehabilitation (various locations)	B1-615995 (Bldg.)	60.00
	P1-701473 (Fuel Burn. Equip.)	420.00
Illinois Institute of Technology 3241 South Federal Street	B3-700052 (Pub. Place of Assemb.)	60.00
	B3-700066 (Pub. Place of Assemb.)	60.00

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REPORTS OF COMMITTEES

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Name And Address	Warrant Number And Type Of Inspection	Amount
Latin United House (various locations)	B1-616800 (Bldg.)	\$ 40.00
	B1-616919 (Bldg.)	60.00
	B1-616994 (Bldg.)	40.00
	B1-702389 (Bldg.)	40.00
Puerto Rican Parade Committee 1237 North California Avenue	B1-706408 (Bldg.)	40.00
Resurrection Health Care 7435 West Talcott Avenue	B3-701269 (Pub. Place of Assemb.)	60.00
	B3-701425 (Pub. Place of Assemb.)	60.00
	B3-701426 (Pub. Place of Assemb.)	60.00
	B3-701427 (Pub. Place of Assemb.)	60.00
	B3-701428 (Pub. Place of Assemb.)	60.00
	C2-602282 (Refrig./Air-Conditioning)	300.00
Resurrection Health Center 7435 West Tolcott Avenue	D1-515229 (Sign)	44.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	D1-515296 (Sign)	\$ 44.00
	D1-629905 (Sign)	44.00
	D1-629906 (Sign)	44.00
	D1-629907 (Sign)	44.00
Resurrection Hospital Center 7435 West Tolcott Achenue	F4-617832 (Mech. Vent.)	716.00

CONSIDERATION FOR INSTALLATION OF ALLEYLIGHTS IN
ALLEY BOUNDED BY SOUTH TORRENCE AVENUE,
SOUTH HOXIE AVENUE, EAST 96TH STREET
AND EAST 97TH STREET.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order presented by Alderman Buchanan (10th Ward) authorizing the Commissioner of Transportation to give consideration to the installation of alleylights in an alley bounded by South Torrence Avenue, South Hoxie Avenue, East 96th Street and East 97th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of alleylights in the east/west alley bounded by South Torrence Avenue, South Hoxie Avenue, East 96th Street and East 97th Street.

REDUCTION IN ANNUAL LICENSE FEES FOR
SPECIAL POLICE EMPLOYED BY SAINT
JOHN DE LA SALLE PARISH.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance introduced by Alderman Shaw (9th Ward) authorizing the reduction in license fees for the employment of special police at Saint John De La Salle Parish, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 4-340-050 of the Municipal Code of Chicago, the following charitable institution employs six (6) special police and shall pay a fee of Ten and no/100 Dollars (\$10.00) per license for the year of 1997:

Saint John De La Salle Parish
10205 South Dr. Martin Luther King, Jr. Drive.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN
INJURED MEMBERS OF POLICE AND
FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Number 100.9112.937:

[Regular orders printed on pages 51425 through
51433 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose

(Continued on page 51434)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/10/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACCARDO	POLICE OFFICER	SIXTEENTH DISTRICT	9/11/96	550.00
ALEXANDER	POLICE OFFICER	TWENTIETH DISTRICT	3/08/97	25.00
ALLEN	POLICE OFFICER	RECRUIT TRAINING	1/24/97	74.00
ALLEN	POLICE OFFICER	THIRD DISTRICT	4/12/97	95.00
ALLEN	POLICE OFFICER	ELEVENTH DISTRICT	2/05/96	85.00
ALLEN	POLICE OFFICER	THIRD DISTRICT	6/22/96	227.98
ANDERSON	POLICE OFFICER	FOURTH DISTRICT	4/29/97	347.38
ANDERSON-MORALES	POLICE OFFICER	FOURTEENTH DISTRICT	11/06/96	130.00
ARNOLD	POLICE OFFICER	FOURTH DISTRICT	3/02/97	1077.00
ASHBURY	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERTY	4/08/97	4114.00
BAEZ	POLICE OFFICER	FOURTH DISTRICT	5/27/97	544.50
BARNES	POLICE OFFICER	SEVENTH DISTRICT	4/08/97	50.00
BARNES	POLICE OFFICER	THIRD DISTRICT	4/24/97	210.00
BARNETT	POLICE OFFICER	SEVENTH DISTRICT	3/18/97	772.50
BERENT	POLICE OFFICER	YOUTH DIVISION AREA FIVE	3/10/97	32.00
BERETA	POLICE OFFICER	EIGHTH DISTRICT	3/16/97	132.00
BETANCOURT	POLICE OFFICER	FOURTEENTH DISTRICT	3/02/97	110.00
BOOCK	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	4/26/97	60.00
BORG	POLICE OFFICER	SEVENTH DISTRICT	4/24/97	56.00
BOSS-DIXON	POLICE OFFICER	FOURTH DISTRICT	4/29/97	80.00
BOWENS-WYATT-WHITE	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/21/97	133.50
BOYD	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION UNIT	12/27/94	121.02
BOYKE	POLICE OFFICER	TENTH DISTRICT	3/30/97	309.67
BOYLAN	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	3/21/97	132.00
BOZIC-TADIC	POLICE OFFICER	EIGHTEENTH DISTRICT	9/07/96	90.00
BRIDGES	POLICE OFFICER	TWENTIETH DISTRICT	4/14/97	360.52
BROWN	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRATIVE	3/06/97	296.75
BRUMLEY	POLICE OFFICER	FOURTH DISTRICT	4/28/97	1131.00
BUDZ	POLICE OFFICER	NINETEENTH DISTRICT	4/07/97	601.50
BUIE	POLICE OFFICER	SEVENTH DISTRICT	3/07/97	565.45
BURKE	POLICE OFFICER	THIRD DISTRICT	4/24/97	471.00
BURSONI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/05/97	535.50
BUTLER	POLICE OFFICER	SEVENTH DISTRICT	4/17/97	1871.00
CALLAHAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/05/97	310.55
CASSTILLO	POLICE OFFICER	FOURTEENTH DISTRICT	4/15/97	105.00
CHABRON	POLICE OFFICER	THIRTEENTH DISTRICT	3/09/97	243.50
CLAESON	POLICE OFFICER	NINETEENTH DISTRICT	4/03/97	33.00
CLAYBOURNE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/07/97	159.83
CLINKSCALE	POLICE OFFICER	FOURTH DISTRICT	6/26/96	4893.74
COLE	POLICE OFFICER	FIFTEENTH DISTRICT	1/16/97	1350.00
CONWAY-CALAHAN	POLICE OFFICER	ELEVENTH DISTRICT	3/21/97	457.75
COOK	POLICE OFFICER	SIXTH DISTRICT	3/27/97	251.00
CORCORAN	POLICE OFFICER	UNMOUNTED UNIT	1/19/94	622.00
COSTELLO	POLICE OFFICER	SEVENTH DISTRICT	8/09/95	850.00
COSTELLO	POLICE OFFICER	TENTH DISTRICT	3/28/97	133.50
DAKURAS	POLICE OFFICER	ELEVENTH DISTRICT	1/09/97	221.00
DALTO	POLICE OFFICER	EIGHTH DISTRICT	2/24/85	2950.00
DARLIN	POLICE OFFICER	ELEVENTH DISTRICT	3/27/97	27.30
DAVIS	POLICE OFFICER	FOURTH DISTRICT	3/03/97	1374.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/10/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DAVIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/14/96	27.00
DAY	POLICE OFFICER	FIFTH DISTRICT	2/07/97	175.50
DEFALCO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/09/97	160.00
DEGREGORIO	POLICE OFFICER	NINTH DISTRICT	7/13/96	2927.00
DEITELHOFF	POLICE OFFICER	FIRST DISTRICT	4/17/97	137.00
DESANDO	POLICE OFFICER	NINTH DISTRICT	3/28/97	352.63
DESINOR	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/09/97	175.50
DIGNAN	POLICE OFFICER	NARCOTICS SECTION	10/03/94	129.00
DIORIO	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	2/17/97	132.00
DIX III	POLICE OFFICER	THIRD DISTRICT	3/09/97	1637.44
DOBSON	POLICE OFFICER	TENTH DISTRICT	1/07/91	305.00
DOEDEN	POLICE OFFICER	TWENTIEH DISTRICT	3/05/97	1046.15
DOMAGALA	POLICE OFFICER	UNKNOWN	7/14/88	47208.01
DORRANCE	POLICE OFFICER	NINTH DISTRICT	12/20/96	96.00
DOWNS	POLICE OFFICER	ELEVENTH DISTRICT	12/25/96	146.00
DRAKULICH	POLICE OFFICER	EIGHTEENTH DISTRICT	9/28/91	741.00
DUNK	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/02/97	87.75
DYKSTRA-DUFFING	POLICE OFFICER	FOURTH DISTRICT	3/29/97	640.50
EFANTIS	POLICE OFFICER	FIRST DISTRICT	6/29/95	475.00
ELIZONDO	POLICE OFFICER	TWENTIEH DISTRICT	10/10/96	28.00
ELLERSON	POLICE OFFICER	SEVENTH DISTRICT	4/16/97	89.18
ENGLEHARDT	POLICE OFFICER	EIGHTH DISTRICT	6/10/96	65.00
EPINGER	POLICE OFFICER	THIRD DISTRICT	11/20/96	378.99
ESPARZA-HALL	POLICE OFFICER	SEVENTH DISTRICT	4/18/97	1725.75
ESPINOSA	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/03/97	266.00
EVANS	POLICE OFFICER	NARCOTICS SECTION	3/11/97	248.29
FARRELL	POLICE OFFICER	SEVENTH DISTRICT	3/14/97	109.50
FILIPIAK	POLICE OFFICER	RECRUIT TRAINING	3/11/97	494.12
FISHER	POLICE OFFICER	FOURTEENTH DISTRICT	3/15/97	282.00
FITZPATRICK	POLICE OFFICER	FIRST DISTRICT	4/15/97	197.00
FOLEY	POLICE OFFICER	SEVENTH DISTRICT	3/14/97	869.75
FOSTER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/26/97	310.00
FRANZEN	POLICE OFFICER	ELEVENTH DISTRICT	4/06/97	55.00
FRON	POLICE OFFICER	FOURTH DISTRICT	4/18/94	213.20
GALE	POLICE OFFICER	SEVENTH DISTRICT	1/12/97	83.69
GARZA	POLICE OFFICER	EIGHTEENTH DISTRICT	3/22/97	91.00
GAVIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/21/97	32.00
GERICH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/26/97	193.56
GIANOPULOS	POLICE OFFICER	ELEVENTH DISTRICT	4/20/97	398.00
GILLIAM	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/03/97	87.75
GLOVER	POLICE OFFICER	FIFTH DISTRICT	4/19/97	54.75
GONZALEZ	POLICE OFFICER	THIRD DISTRICT	3/09/97	333.90
GONZALEZ	POLICE OFFICER	FOURTEENTH DISTRICT	8/14/96	401.26
GONZALEZ	POLICE OFFICER	FOURTEENTH DISTRICT	3/29/97	274.00
GORDON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/22/97	249.10
GRAZIANO	POLICE OFFICER	EIGHTEENTH DISTRICT	4/15/97	183.00
GRECO	POLICE OFFICER	FOURTEENTH DISTRICT	2/28/93	200.00
GREGORIO JR	POLICE OFFICER	ELEVENTH DISTRICT	2/14/96	320.85
GUSHNIERE	POLICE OFFICER	THIRD DISTRICT	4/08/96	127.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GUZMAN	POLICE OFFICER	TWELFTH DISTRICT	10/16/95	1035.00
HAFFEY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/08/81	2435.00
HAGE	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	12/02/94	572.00
HALE	POLICE OFFICER	FIFTH DISTRICT	3/22/96	186.00
HALL	POLICE OFFICER	SEVENTH DISTRICT	3/18/97	98.00
HALL	POLICE OFFICER	FIFTH DISTRICT	1/04/97	29.00
HARNISCH	POLICE OFFICER	RECRUIT TRAINING	4/17/97	127.00
HARO	POLICE OFFICER	FIFTEENTH DISTRICT	7/29/96	202.00
HARRIS	POLICE OFFICER	SEVENTH DISTRICT	1/17/97	87.75
HARRIS	POLICE OFFICER	ELEVENTH DISTRICT	1/05/97	55.00
HASENFANG	POLICE OFFICER	SEVENTH DISTRICT	4/18/97	1381.00
HAWKINS	POLICE OFFICER	TENTH DISTRICT	3/30/97	237.15
HAYES	POLICE OFFICER	FIFTEENTH DISTRICT	12/30/96	84.00
HAYES JR	POLICE OFFICER	SECOND DISTRICT	7/21/96	235.00
HEBEIN	POLICE OFFICER	THIRD DISTRICT	3/09/97	600.00
HELM	POLICE OFFICER	SEVENTH DISTRICT	3/20/97	98.00
HENRY-PHELPS	POLICE OFFICER	THIRD DISTRICT	10/19/96	58.30
HERNANDEZ	POLICE OFFICER	UNKNOWN	3/18/97	137.00
HERRING	POLICE OFFICER	RECRUIT TRAINING	3/07/97	177.00
HERRON	POLICE OFFICER	SEVENTH DISTRICT	8/25/93	762.77
HERSHMAN	POLICE OFFICER	THIRD DISTRICT	2/03/97	444.50
HIDALGO	POLICE OFFICER	SEVENTEENTH DISTRICT	11/29/96	18.00
HINES	POLICE OFFICER	FOURTH DISTRICT	3/01/96	1650.00
HOPKINS	POLICE OFFICER	SIXTH DISTRICT	7/22/97	335.00
HORTON	POLICE OFFICER	SEVENTH DISTRICT	4/20/97	586.00
HUH	POLICE OFFICER	SEVENTH DISTRICT	6/14/97	144.00
IGYARTO	POLICE OFFICER	YOUTH DIVISION AREA ONE	4/03/97	599.50
IVY	POLICE OFFICER	SEVENTEENTH DISTRICT	3/23/97	103.75
JABLONSKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/08/96	27.00
JACKSON	POLICE OFFICER	FIRST DISTRICT	3/21/97	865.00
JACOBS	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	40.28
JACOBS	POLICE OFFICER	THIRD DISTRICT	9/10/94	48.79
JAGLOWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	8/07/78	363.20
JEFFERIES	POLICE OFFICER	SEVENTEENTH DISTRICT	2/20/97	178.88
JEFFRIES	POLICE OFFICER	YOUTH DIVISION AREA FOUR	9/22/88	255.00
JELENIOWSKI	POLICE OFFICER	ELEVENTH DISTRICT	3/05/97	248.40
JOHNSON	POLICE OFFICER	SEVENTH DISTRICT	4/23/96	23.00
JOHNSON	POLICE OFFICER	YOUTH DIVISION AREA TWO	4/29/97	87.75
JONES	POLICE OFFICER	SIXTEENTH DISTRICT	12/12/95	700.00
KAHN	POLICE OFFICER	BOMB AND ARSON SECTION	3/03/97	525.70
KAUP	POLICE OFFICER	SIXTH DISTRICT	3/08/97	129.00
KEATING-VITTORINI	POLICE OFFICER	TWELFTH DISTRICT	3/11/97	235.00
KELL	POLICE OFFICER	SEVENTEENTH DISTRICT	3/04/96	28.00
KELLY	POLICE OFFICER	TWENTIETH DISTRICT	2/27/97	33.00
KENNEDY	POLICE OFFICER	NARCOTICS SECTION	6/16/96	1707.25
KEOUGH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/01/96	11.64
	POLICE OFFICER	FOURTH DISTRICT	3/18/96	47.00
	POLICE OFFICER	TWELFTH DISTRICT	5/30/96	82.00
	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	3/15/97	292.75

CITY OF CHICAGO

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KHOUSHABA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/30/96	130.00
KIMBROUGH	POLICE OFFICER	SEVENTH DISTRICT	11/09/96	69.00
KIRK	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/07/96	82.00
KOCH	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/16/97	390.00
KOMAN	POLICE OFFICER	RECRUIT TRAINING	1/08/97	3684.37
KOSTERIS	POLICE OFFICER	TWELFTH DISTRICT	10/27/96	85.00
KOSZOLA	POLICE OFFICER	THIRTEENTH DISTRICT	1/20/97	117.00
KRASINSKI	POLICE OFFICER	FIRST DISTRICT	2/06/97	2197.00
KRAUSE	POLICE OFFICER	CRIME LAB DIVISION	2/16/91	1675.00
KRAWCZYK	POLICE OFFICER	THIRTEENTH DISTRICT	5/16/96	56.00
KRUSER	POLICE OFFICER	RECRUIT TRAINING	5/24/96	114.00
KWIATEK	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/06/97	114.50
LALICH	POLICE OFFICER	TWELFTH DISTRICT	3/10/97	113.00
LAMBERT	POLICE OFFICER	THIRD DISTRICT	3/20/97	300.84
LANDL	POLICE OFFICER	THIRTEENTH DISTRICT	3/19/97	401.05
LANE	POLICE OFFICER	SEVENTEENTH DISTRICT	5/26/96	28.00
LANE	POLICE OFFICER	THIRD DISTRICT	11/23/96	344.98
LANE	POLICE OFFICER	THIRD DISTRICT	4/19/97	54.75
LAPALERMO	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/18/96	476.13
LARA	POLICE OFFICER	THIRTEENTH DISTRICT	9/04/96	434.00
LAU	POLICE OFFICER	NARCDTICS SECTION	3/06/96	80.00
LEAHY	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	12/04/95	850.00
LEODORO	POLICE OFFICER	EIGHTH DISTRICT	11/17/94	75.00
LESKO	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	7/09/96	35.00
LISKA	POLICE OFFICER	FIRST DISTRICT	8/20/93	156.80
LLOYD	POLICE OFFICER	ORGANIZED CRIME DIVISION ADMIN	10/08/96	28.00
LOONEY	POLICE OFFICER	FIFTH DISTRICT	4/20/97	165.00
LOWE	POLICE OFFICER	EIGHTEENTH DISTRICT	10/28/95	28.40
LUCAS	POLICE OFFICER	THIRTEENTH DISTRICT	8/20/96	43.00
MANDEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/11/96	171.00
MANOW	POLICE OFFICER	ELEVENTH DISTRICT	3/21/97	353.00
MARCHFIELD	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	4/12/97	398.00
MARSH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/04/97	1116.24
MARTIN	POLICE OFFICER	FIFTH DISTRICT	3/25/97	385.00
MARTINEZ	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	3/07/97	54.75
MATLOCK	POLICE OFFICER	SEVENTH DISTRICT	3/27/97	370.00
MAYO	POLICE OFFICER	SIXTH DISTRICT	3/25/97	477.75
MAZUR	POLICE OFFICER	EIGHTEENTH DISTRICT	3/04/97	2093.82
MCCALL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/25/97	87.75
MCCOY	POLICE OFFICER	SECOND DISTRICT	2/29/96	336.00
MCGANN	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	3/28/97	2155.00
MCGOVERN	POLICE OFFICER	EIGHTH DISTRICT	3/06/97	32.00
MCINERNEY	POLICE OFFICER	NINTH DISTRICT	8/14/96	98.00
MCMAHON	POLICE OFFICER	SEVENTEENTH DISTRICT	12/02/96	2118.05
MCSHARRY	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	4/13/97	500.00
MERRIAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/04/97	142.50
MILLER	POLICE OFFICER	FIFTH DISTRICT	1/15/97	87.75
MIMS	POLICE OFFICER	SIXTH DISTRICT	3/27/97	687.00
MINDOCK	POLICE OFFICER	FIRST DISTRICT	4/17/97	390.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MINNIEFIELD	POLICE OFFICER	ELEVENTH DISTRICT	3/03/97	209.58
MITCHELL	POLICE OFFICER	SEVENTH DISTRICT	3/24/97	6225.44
MODESTE	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERT	1/16/97	130.00
MONDRAGON	POLICE OFFICER	TWENTIETH DISTRICT	3/16/97	28.00
MONEGAIN	POLICE OFFICER	FIRST DISTRICT	3/25/97	1254.25
MONTECINOS-COSTILLO	POLICE OFFICER	FOURTEENTH DISTRICT	10/05/96	172.00
MONTOYA	POLICE OFFICER	SECOND DISTRICT	10/26/96	1175.00
MOORE	POLICE OFFICER	FIRST DISTRICT	11/25/94	1440.00
MOORE	POLICE OFFICER	FOURTH DISTRICT	3/17/97	461.00
MOORE	POLICE OFFICER	FIFTEENTH DISTRICT	8/14/96	36.00
MOTA	POLICE OFFICER	FOURTH DISTRICT	4/02/97	349.50
MUHEY	POLICE OFFICER	THIRD DISTRICT	8/11/96	549.70
MULDROW	POLICE OFFICER	SIXTH DISTRICT	3/18/97	425.50
MULLEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/96	109605.00
MURAWSKI	POLICE OFFICER	SEVENTH DISTRICT	4/12/97	54.75
MURPHY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/20/97	353.00
NADER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/16/97	17.76
NALLS	POLICE OFFICER	SEVENTH DISTRICT	4/09/97	420.00
NAPOLITANO	POLICE OFFICER	EIGHTEENTH DISTRICT	5/03/97	136.75
NEMETH	POLICE OFFICER	SEVENTH DISTRICT	11/25/96	185.00
NOLAN	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/25/96	45.00
NORBERG	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/22/97	32.00
NOWAK	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	1812.53
NOWICKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/21/96	33.00
NUNEZ-NAGLE	POLICE OFFICER	SEVENTEENTH DISTRICT	12/10/96	2799.00
OAKS	POLICE OFFICER	RECRUIT TRAINING	3/02/97	194.00
OBERMAIER	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	3/07/97	32.00
OBRIEN	POLICE OFFICER	NINTH DISTRICT	11/12/96	70.79
OCONNELL	POLICE OFFICER	FIFTH DISTRICT	9/14/96	125.00
ORICK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/10/96	1043.00
ORTIZ	POLICE OFFICER	TENTH DISTRICT	4/16/97	91.25
OSHEA	POLICE OFFICER	EIGHTH DISTRICT	9/05/99	117.00
OSHEA	POLICE OFFICER	TENTH DISTRICT	11/20/96	126.75
OWENS	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	4/15/97	613.50
PALUCH	POLICE OFFICER	THIRD DISTRICT	4/26/97	1270.50
PARKER	POLICE OFFICER	SEVENTEENTH DISTRICT	2/29/92	1133.00
PASIEWICZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/23/97	913.00
PASZOWSKI	POLICE OFFICER	EIGHTH DISTRICT	3/30/97	399.00
PAVIS-SCOTT	POLICE OFFICER	TWENTIETH DISTRICT	6/06/97	98.00
PEARSON	POLICE OFFICER	FOURTH DISTRICT	8/09/96	109.79
PERPIGNAN	POLICE OFFICER	FIFTH DISTRICT	3/25/97	1271.00
PERRY	POLICE OFFICER	SEVENTH DISTRICT	3/04/97	225.00
PHILLIPS	POLICE OFFICER	ELEVENTH DISTRICT	4/03/97	54.75
PHILLIPS	POLICE OFFICER	TWENTIETH DISTRICT	4/02/97	204.94
PIERSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/03/92	185.00
PIKULA	POLICE OFFICER	EIGHTH DISTRICT	6/30/95	150.00
PIZZO	POLICE OFFICER	FIFTH DISTRICT	8/20/96	1305.00
POLLACK	POLICE OFFICER	FIRST DISTRICT	4/12/97	110.00
			6/04/93	66.78

CITY OF CHICAGO

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
QUALLS	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/09/96	30.00
GUINN	POLICE OFFICER	RECRUIT TRAINING	4/03/97	1432.00
RABIN	POLICE OFFICER	OFFICE OF EMERGENCY COMMUNICAT	12/06/93	360.00
RAEHL	POLICE OFFICER	FIFTH DISTRICT	3/19/97	138.00
REAVES	POLICE OFFICER	THIRD DISTRICT	8/13/96	472.70
REYNOLDS	POLICE OFFICER	UNKNOWN	3/26/96	598.00
RIVERA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/14/97	223.00
RIVERA	POLICE OFFICER	RECRUIT TRAINING	4/17/97	127.00
ROBERTS	POLICE OFFICER	SIXTEENTH DISTRICT	9/19/96	75.00
ROBINSON	POLICE OFFICER	SEVENTH DISTRICT	4/11/97	24.00
ROBLES	POLICE OFFICER	SEVENTEENTH DISTRICT	3/14/97	1022.75
ROCCO-PIGNATO	POLICE OFFICER	NINTH DISTRICT	8/15/96	106.00
RODGERS	POLICE OFFICER	FIFTH DISTRICT	3/12/97	617.50
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/03/97	30.00
RODRIGUEZ	POLICE OFFICER	FIFTEENTH DISTRICT	3/19/97	281.58
RODRIGUEZ	POLICE OFFICER	FIFTEENTH DISTRICT	4/02/97	195.00
ROGERS	POLICE OFFICER	TWELFTH DISTRICT	4/20/97	197.00
ROSNER	POLICE OFFICER	CENTRAL DETENTION SECTION	3/11/97	2990.00
ROSS	POLICE OFFICER	TRAFFIC SECTION - LOOP TRAFFIC	12/31/96	55.00
ROULETTE	POLICE OFFICER	EIGHTEENTH DISTRICT	7/14/96	175.00
ROWAN	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/10/96	221.00
RUNYAN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	8020.53
SAEZ	POLICE OFFICER	THIRTEENTH DISTRICT	3/22/97	369.45
SALAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/15/97	228.00
SAMUEL	POLICE OFFICER	THIRD DISTRICT	11/01/94	1902.00
SCAFIDI	POLICE OFFICER	RECRUIT TRAINING	3/02/97	398.77
SCHILD	POLICE OFFICER	NINTH DISTRICT	6/21/96	526.05
SCHILLACI	POLICE OFFICER	NINTH DISTRICT	4/04/97	132.00
SCHMITT	POLICE OFFICER	FOURTEENTH DISTRICT	4/02/97	2350.00
SCHOLTES	POLICE OFFICER	NINETEENTH DISTRICT	3/04/97	150.02
SCHWAB	POLICE OFFICER	TWELFTH DISTRICT	3/12/97	1125.00
SCOTT	POLICE OFFICER	FOURTH DISTRICT	3/17/97	474.00
SILAS	POLICE OFFICER	THIRD DISTRICT	2/13/97	101.99
SIMONETTI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/24/96	125.00
SMITH	POLICE OFFICER	FIFTH DISTRICT	3/14/97	470.50
SMITH-YOUNG	POLICE OFFICER	SIXTH DISTRICT	4/07/97	1388.00
SMYKOWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	5/02/97	12.00
SOLIS	POLICE OFFICER	EIGHTH DISTRICT	3/08/97	142.50
SOLIS-WEEMS	POLICE OFFICER	FOURTEENTH DISTRICT	4/02/97	60.00
SOLTIS	POLICE OFFICER	TENTH DISTRICT	2/09/97	755.40
SPELICH	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/05/97	1272.10
STACKER	POLICE OFFICER	THIRD DISTRICT	3/09/97	692.25
STEVENS	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/12/97	125.00
STRONG	POLICE OFFICER	ELEVENTH DISTRICT	4/26/96	88.00
STUCK	POLICE OFFICER	TWELFTH DISTRICT	3/20/97	121.00
SULLIVAN	POLICE OFFICER	ELEVENTH DISTRICT	6/20/96	365.00
TAITT	POLICE OFFICER	SEVENTH DISTRICT	2/19/97	1265.00
TERESI	POLICE OFFICER	FOURTEENTH DISTRICT	4/10/97	105.00
TINERELLA	POLICE OFFICER	FIFTEENTH DISTRICT	4/08/97	335.39

CITY OF CHICAGO

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TOMASIK	EDWARD C	SIXTH DISTRICT	3/16/97	578.67
TOMASIK	RONALD	ELEVENTH DISTRICT	2/28/97	85.00
TOOLIS	RICHARD D	TENTH DISTRICT	3/13/97	382.85
TORRES	LOUIS	TWENTY-THIRD DISTRICT	2/03/97	663.00
TREMORE	EDWIN E	RECRUIT TRAINING	5/17/97	485.25
TYLER	MICHAEL	THIRD DISTRICT	1/20/97	600.00
UTZ	JAMES	TRAFFIC SECTION - ENFORCEMENT	5/14/92	158.00
VANDEVELDE	CHARLES	FOURTH DISTRICT	3/16/96	520.00
VANVEGTEN	ANDRE H	EIGHTH DISTRICT	1/08/97	2199.33
VARGAS	ROBERTO	TWELFTH DISTRICT	3/31/97	369.25
VAUGHN	JUNE	FOURTEENTH DISTRICT	3/12/97	890.00
VETH	EDWARD F	TWENTY-FOURTH DISTRICT	3/25/97	411.90
VINSON	ALEC	FIFTH DISTRICT	3/26/97	417.75
WALCZAK	DON A	FIFTH DISTRICT	3/10/97	283.00
WATERS	KEVIN	NINTH DISTRICT	2/14/97	592.69
WATSON	ANTHONY	SIXTH DISTRICT	4/02/97	353.00
WATSON	HENRY	PUBLIC TRANSPORTATION SECTION	9/07/94	45.00
WATTS	RONALD	SECOND DISTRICT	8/09/96	55.00
WESSEL	KENNETH L	SIXTH DISTRICT	10/22/96	1822.00
WEST	KEN A	FOURTEENTH DISTRICT	9/26/96	201.25
WILLIAMS	ALLECIA J	BOMB AND ARSON SECTION	3/17/97	145.69
WISNIEWSKI	JAMES S	TENTH DISTRICT	5/14/94	125.00
WONSOWICZ	STANLEY G	SCHOOL PATROL UNIT-ADMINISTRAT	2/06/97	159.00
WOZNIAK	LEE	NINTH DISTRICT	2/09/97	315.00
WRIGHT	ERNEST	THIRD DISTRICT	4/06/97	405.15
YOUNG	THOMAS	TWENTY-THIRD DISTRICT	3/07/97	300.98
YOUNG	THOMAS	TWENTY-THIRD DISTRICT	3/27/97	63.00
ZAJA	EUGENE	TRAINING DIVISION	4/17/97	85.00
ZALESKI	MICHAEL	TWENTY-FOURTH DISTRICT	4/11/97	296.25
ZAPRZALKA	CHRISTINE A	SEVENTEENTH DISTRICT	3/04/97	28.00
ZOLLER	FRANCIS R	FOURTH DISTRICT	3/10/97	98.00
ANDERSON	TODD	UNKNOWN	1/05/97	150.00
ASENCIO	RITA	UNKNOWN	6/01/96	67.00
AUGUSTINE	CURT W	AMBULANCE 18	11/16/96	23.00
BAILEY	GEORGE	TRUCK 52	2/26/96	283.25
BIRMINGHAM	SCOTT	AMBULANCE 14	11/11/95	67.00
BOMBEN	DANIEL P	AMBULANCE 44	5/27/97	1020.00
BORK	LEE	SQUAD 3	11/30/96	57.00
BOYLE	JOHN T	ENGINE COMPANY 91	10/21/96	67.00
CARROLL	WILLIAM	AMBULANCE 12	12/18/96	1254.00
CASANOVA	CARLOS	ENGINE COMPANY 94	6/02/97	32.00
CHAVARRIA	GARY	ENGINE COMPANY 83	4/17/97	135.00
COLEMAN	BOYCE	SQUAD 5	8/27/88	140.00
CONCURSI	JANET L	AMBULANCE 34	4/26/97	30.00
COSTANZA	ACHILLES	ENGINE COMPANY 7	2/03/97	2330.00
DALEY	JOHN M	DISTRICT RELIEF 1	6/09/97	152.00
DEVENS	ROBERT	BATTALION 23	5/11/97	1130.90
DOYLE	JAMES	TRUCK 3	6/29/97	91.00
EDINGBURY	GREGORY	TRUCK 11	2/28/97	470.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/10/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FELLOWS	ENGINEER	ENGINE COMPANY 61	4/16/97	35.00
FIORENZO	FIREFIGHTER	ENGINE COMPANY 44	6/23/97	137.00
FLORES	FIREFIGHTER	TRUCK 28	2/05/97	627.00
FURLONG	FIREFIGHTER	ENGINE COMPANY 108	3/15/97	100.00
GAYDA	FIREFIGHTER	TRUCK 32	6/14/93	130.00
GILLEN	FIREFIGHTER	ENGINE COMPANY 129	6/03/97	527.00
GRAHAM	PARAMEDIC	UNKNOWN	5/09/97	242.10
GRAVES	PARAMEDIC	UNKNOWN	1/15/97	54.00
HARTE	CAPTAIN	EMS DISTRICT 4 HEADQUARTERS &	8/16/95	1560.00
HARTNETT	FIREFIGHTER	TRUCK 28	5/24/97	30.00
HARTWIG	FIREFIGHTER	TRUCK 54	6/15/97	793.69
HEETER	FIREFIGHTER	ENGINE COMPANY 54	1/03/97	3127.00
HEIERLING	PARAMEDIC	EMS CITY WIDE RELIEF	11/22/80	333.00
HICKS	FIREFIGHTER	TRUCK 20	3/03/96	26.00
IBATA	FIREFIGHTER	EMS DISTRICT 3 HEADQUARTERS & R	6/15/97	158.00
JOHNSON	FIREFIGHTER	ENGINE COMPANY 107	4/15/97	855.00
JOHNSON	FIREFIGHTER	AMBULANCE 20	9/08/94	536.00
JOHNSON	PARAMEDIC	ENGINE COMPANY 97	6/07/97	219.70
KENDA	FIREFIGHTER	DISTRICT HDQ 6	6/13/95	734.57
KOOISTRA	CAPTAIN	AMBULANCE 19	1/28/97	100.00
LESHER-RUSSELL	PARAMEDIC	AMBULANCE 44	3/03/97	170.00
LUEDKE-RUANO	PARAMEDIC	ENGINE COMPANY 95	6/15/97	242.10
MAAYTEH	LIEUTENANT	ENGINE COMPANY 100	6/09/97	2267.60
MCGRATH	FIREFIGHTER	ENGINE COMPANY 129	6/24/97	220.00
MCGUIRE	FIREFIGHTER	ENGINE COMPANY 70	3/29/97	649.10
MCNALLY	FIREFIGHTER	AMBULANCE 23	6/17/97	240.00
MCNEILL	PARAMEDIC	DISTRICT RELIEF 5	6/13/97	82.00
MCSHANE	LIEUTENANT	ENGINE COMPANY 86	6/29/97	100.00
METZGER	FIREFIGHTER	SQUAD 4	11/02/96	60.00
MILOTT	FIREFIGHTER	TRUCK 30	12/21/96	117.00
MURPHY	FIREFIGHTER	TRUCK 35	5/14/97	100.00
NOLAN	FIREFIGHTER	ENGINE COMPANY 59	4/19/97	141.46
NUNEZ	ENGINEER	ENGINE COMPANY 93	3/26/97	25.00
ODUCHOWSKI	FIREFIGHTER	TRUCK 41	1/27/97	455.00
ODONNELL	FIREFIGHTER	TRUCK 34	6/03/97	710.80
PAGE	FIREFIGHTER	ENGINE COMPANY 78	2/02/96	1831.36
PATRICELLI	FIREFIGHTER	AMBULANCE 7	5/31/97	329.38
PENAR-BERTULIS	PARAMEDIC	AMBULANCE 44	2/08/97	72.00
REDMOND	PARAMEDIC	SQUAD 5	12/27/96	554.00
RICKERT	FIREFIGHTER	AMBULANCE 15	6/08/94	96.00
ROBINSON	PARAMEDIC	AMBULANCE 37	5/24/97	45.00
RODRIGUEZ	PARAMEDIC	ENGINE COMPANY 29	5/18/97	75.00
ROLSTON	FIREFIGHTER	TRUCK 19	8/08/96	2439.00
ROSSI	FIREFIGHTER	ENGINE COMPANY 84	3/22/97	101.00
SALZMAN	LIEUTENANT	TRUCK 47	5/10/97	4143.69
SASSANA	FIREFIGHTER	ENGINE COMPANY 113	6/28/97	289.60
SCHIBENREIF	ENGINEER	UNKNOWN	1/15/97	75.00
SCHONECKER	CAPTAIN	UNKNOWN	4/14/97	150.00
SKINNER	FIREFIGHTER	DISTRICT RELIEF 2	6/08/97	32.00
STALA	ENGINEER			

9/10/97

REPORTS OF COMMITTEES

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C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/10/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
STEINER	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	8/30/92	17.59
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	5788.19
SUTTON	PARAMEDIC	AMBULANCE 35	11/30/94	124.59
TAYLOR	FIREFIGHTER	TRUCK 26	7/02/96	73.29
TEUFEL	PARAMEDIC	UNKNOWN	12/12/96	34.00
THOMAS	PARAMEDIC	AMBULANCE 42	5/18/97	242.00
THOMSON	FIREFIGHTER	ENGINE COMPANY 89	8/02/96	27.00
URQUHART	FIREFIGHTER	TRUCK 57	5/29/97	55.00
WEEK	PARAMEDIC	AMBULANCE 10	4/02/97	46.00
WILLIAMS	PARAMEDIC	AMBULANCE 29	1/12/97	19.00
WILSON	FIREFIGHTER	ENGINE COMPANY 122	7/31/95	125.00
WINBUSH JR	CAPTAIN	TRUCK 37	4/19/96	63.00
WSOL	FIREFIGHTER	ENGINE COMPANY 124	6/04/97	28.00

(Continued from page 51424)

negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or 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 Number 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 Number 100.9112.937:

[Third party orders printed on pages 51435
through 51437 of this Journal.]

**AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.**

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

(Continued on page 51438)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/10/97

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADELL-GRIFFIN	POLICE OFFICER	ELEVENTH DISTRICT	8/27/96	52.22
AGUIRRE	POLICE OFFICER	THIRTEENTH DISTRICT	4/13/97	652.00
ALLEN	POLICE OFFICER	FOURTEENTH DISTRICT	4/09/97	1877.40
AMOS	POLICE OFFICER	THIRD DISTRICT	3/09/97	175.50
BAKER	POLICE OFFICER	THIRD DISTRICT	3/04/97	1062.84
BALTAZAR	POLICE OFFICER	FIFTEENTH DISTRICT	4/30/97	98.75
BANKS	POLICE OFFICER	FIFTEENTH DISTRICT	4/11/97	684.27
BARNES	POLICE OFFICER	SIXTH DISTRICT	5/08/97	73.68
BENIGNO	POLICE OFFICER	TENTH DISTRICT	12/31/95	815.00
BOLDMAN	POLICE OFFICER	FOURTH DISTRICT	8/03/96	681.00
BOLEN	POLICE OFFICER	SEVENTH DISTRICT	4/11/97	109.50
BOND	POLICE OFFICER	FOURTEENTH DISTRICT	4/09/97	4851.85
BRAASCH	POLICE OFFICER	SEVENTH DISTRICT	3/17/97	24.00
BRUGGER	POLICE OFFICER	THIRTEENTH DISTRICT	3/03/97	668.30
BULT	POLICE OFFICER	FIFTH DISTRICT	3/11/97	347.00
CASTELLO	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/23/97	222.50
CELIO	POLICE OFFICER	TENTH DISTRICT	6/04/97	249.75
CERDA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/14/97	2845.00
CLAFFORD	POLICE OFFICER	THIRTEENTH DISTRICT	4/06/97	451.80
COLE-WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	1/19/97	420.00
COLEMAN	POLICE OFFICER	FOURTH DISTRICT	4/19/97	462.03
CONROY	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/19/97	457.25
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	17018.54
DAVILA	POLICE OFFICER	SEVENTH DISTRICT	3/30/97	3570.00
DAVIS	POLICE OFFICER	THIRD DISTRICT	3/09/97	123.25
DELGADO	POLICE OFFICER	FOURTEENTH DISTRICT	12/10/96	37.00
DINEEN	POLICE OFFICER	FIRST DISTRICT	10/16/96	91.00
DONALY	POLICE OFFICER	FIFTEENTH DISTRICT	4/11/97	935.23
DOWNES	POLICE OFFICER	SEVENTEENTH DISTRICT	3/29/97	62.00
EJNIK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/19/96	71.00
GANISON	POLICE OFFICER	SEVENTH DISTRICT	8/24/90	813.08
GIGLIO	POLICE OFFICER	NINTH DISTRICT	11/23/96	404.67
GRAZIANO	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	4/17/97	740.20
HAMPTON	POLICE OFFICER	FIFTH DISTRICT	4/24/97	588.25
HANLEY	POLICE OFFICER	SEVENTH DISTRICT	8/05/92	362.49
HERNANDEZ	POLICE OFFICER	FOURTEENTH DISTRICT	12/10/96	37.00
HERRERA	POLICE OFFICER	THIRTEENTH DISTRICT	1/31/97	706.35
HOLTON	POLICE OFFICER	NARCOTICS SECTION	4/16/97	45.00
HUGHES	POLICE OFFICER	THIRD DISTRICT	3/04/97	1220.84
IGLINSKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/23/97	266.00
JAMES	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/16/97	224.50
JENKINS	POLICE OFFICER	NINTH DISTRICT	12/07/93	4068.38
KAPUGI	POLICE OFFICER	TENTH DISTRICT	11/03/96	897.00
KOENIGSHOFER	POLICE OFFICER	EIGHTH DISTRICT	12/19/96	715.00
KOSTRZEWA	POLICE OFFICER	FIFTEENTH DISTRICT	1/05/82	1356.00
KOWALSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	3/11/97	43.00
KRUEGER	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/14/80	700.00
KURPYEL	POLICE OFFICER	SEVENTEENTH DISTRICT	3/29/97	121.00
LOPEZ	POLICE OFFICER	TENTH DISTRICT	2/29/96	29.00

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/10/97

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LUNDGREN	POLICE OFFICER	FOURTEENTH-DISTRICT	12/13/92	257.50
MALUCHNIK	POLICE OFFICER	THIRTEENTH DISTRICT	1/04/97	29.00
MARAVIEGLIA	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	9/13/95	1086.00
MARTIN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/30/97	31.00
MARTINEZ	POLICE OFFICER	TWENTIETH DISTRICT	3/05/97	371.70
MASON	POLICE OFFICER	SIXTH DISTRICT	4/28/97	25.00
MAXWELL	POLICE OFFICER	ELEVENTH DISTRICT	4/20/97	31.67
MCGOVERN	POLICE OFFICER	INTELLIGENCE SECTION	9/18/96	943.00
MCKENNA	POLICE OFFICER	TWELFTH DISTRICT	4/30/97	127.00
MCNAMEE	POLICE OFFICER	TWELFTH DISTRICT	4/03/97	251.46
MEDINA	POLICE OFFICER	FOURTEENTH DISTRICT	12/20/96	382.00
MELONE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/03/97	96.00
MICHALIK	POLICE OFFICER	THIRTEENTH DISTRICT	1/16/97	91.00
MILLER-SHEMASH	POLICE OFFICER	TENTH DISTRICT	6/08/93	1107.25
MOSES	POLICE OFFICER	FOURTH DISTRICT	4/19/97	332.00
MOSQUEDA	POLICE OFFICER	TWENTIETH DISTRICT	4/01/97	48.78
MURPHY	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/23/97	241.00
NIEVES	POLICE OFFICER	NINTH DISTRICT	3/21/97	142.50
NGRADY	POLICE OFFICER	TWENTIETH DISTRICT	3/05/97	196.59
OLSON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/14/97	1140.00
OWENS	POLICE OFFICER	FIFTEENTH DISTRICT	4/04/97	4.56
PARKER	POLICE OFFICER	SEVENTH DISTRICT	10/05/96	47.00
PLACHNO	POLICE OFFICER	TWENTIETH DISTRICT	4/14/97	27.00
PORRATA	POLICE OFFICER	EIGHTEENTH DISTRICT	3/29/97	31.00
PREWOZNIK	POLICE OFFICER	SEVENTEENTH DISTRICT	4/18/97	772.00
PRSKALO	POLICE OFFICER	FIFTH DISTRICT	4/11/97	91.00
PTAK	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	3/02/97	5604.00
RACZKA	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/20/97	344.50
RILEY	POLICE OFFICER	SEVENTH DISTRICT	3/07/97	363.75
ROSSI	POLICE OFFICER	NINTH DISTRICT	3/06/95	270.00
ROUNDS	POLICE OFFICER	FIFTH DISTRICT	4/06/97	246.00
SALUSTRO	POLICE OFFICER	NINETEENTH DISTRICT	8/11/94	300.00
SANCHEZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/07/97	689.57
SANDERS	POLICE OFFICER	THIRD DISTRICT	5/29/97	98.00
SCHULTZ	POLICE OFFICER	EIGHTH DISTRICT	3/20/95	329.00
SCHWIER	POLICE OFFICER	EIGHTEENTH DISTRICT	4/16/97	3358.50
SENIOR	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	4/18/97	87.00
SHEBISH	POLICE OFFICER	FOURTEENTH DISTRICT	3/30/97	80.00
SIMPSON-TORRES	POLICE OFFICER	SIXTH DISTRICT	2/15/97	132.00
SINENI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/85	400.00
SKORACZEWSKI	POLICE OFFICER	NINTH DISTRICT	4/07/97	164.25
SMITH	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/23/97	232.50
SUCHOCKI	POLICE OFFICER	SEVENTH DISTRICT	3/30/97	797.00
SUTTON	POLICE OFFICER	FIFTH DISTRICT	4/19/97	132.00
SWEENEY	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/19/97	324.00
TAYLOR	POLICE OFFICER	SEVENTH DISTRICT	2/08/97	390.00
TOOLE	POLICE OFFICER	SEVENTH DISTRICT	3/19/97	132.00
TOOLE	POLICE OFFICER	SEVENTEENTH DISTRICT	3/07/97	180.00
UGINCHUS	POLICE OFFICER	SEVENTEENTH DISTRICT	4/18/97	560.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/10/97

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
UTTER	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/23/97	2025.00
WAGER	POLICE OFFICER	FOURTEENTH DISTRICT	3/30/97	948.00
WASHLOW	POLICE OFFICER	EIGHTEENTH DISTRICT	3/27/97	147.00
WEIR	POLICE OFFICER	FOURTH DISTRICT	2/26/97	818.50
WHITEMAN	POLICE OFFICER	SEVENTEENTH DISTRICT	12/31/95	103.00
WINTERS	POLICE OFFICER	THIRD DISTRICT	4/10/97	608.50
YAMICH	POLICE OFFICER	TRAFFIC SECTION - LOOP TRAFFIC	6/15/94	85.00
YANCEY	POLICE OFFICER	THIRD DISTRICT	3/17/97	515.99
MUELLER	ENGINEER	UNKNOWN	12/20/96	40.00

(Continued from page 51434)

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement on each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicle.

*Department Of Aviation:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Michael J. Muscarello and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	4/11/97 Route 45 and West Addison Street	\$645.00

Damage To Property.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Kenneth Devell Bolls Apartment 12 12131 South Vincennes Avenue Blue Island, Illinois 60406	2/5/96 7040 South Cottage Grove Avenue	\$390.00 60.00*

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Beryl Scott and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	11/17/96 3530 West Douglas Boulevard	\$1,230.00*
Enterprise Leasing Co. 25 West Chicago Avenue Oak Park, Illinois 60302	1/27/97 West North Avenue and North Thatcher Road	554.00
Opal L. Espinosa 2873 West 84th Street Chicago, Illinois 60652	1/24/97 4844 South State Street (Parking lot)	1,565.00
Michael James Kelnosky, Sr. 11434 South St. Louis Avenue Chicago, Illinois 60655	4/25/97 3501 South Lowe Avenue	783.00
Maronica McLaurin-Engel and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	8/19/96 4145 West Peterson Avenue	375.00
Marcelina Rodriquez 4819 North Avers Avenue Chicago, Illinois 60625	11/4/96 4559 North Hazel Street	534.00
Freddie Smith and American Ambassador Casual Co. Suite 300E 1501 East Woodfield Road Schaumburg, Illinois 60173	2/18/97 5245 West Lexington Street	758.00

* To City of Chicago, Bureau of Parking

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Name And Address	Date And Location	Amount
Toan Vong and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	11/17/96 West Addison Street and North Western Avenue	\$ 675.00

Damage To Vehicle.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Lisa D. Boyd 5809 South Carpenter Street Chicago, Illinois 60621	2/4/97 910 East 87th Street	\$ 38.00 60.00*
Willie Dunns and GEICO 1 GEICO Center Macon, Georgia 31296	2/18/97 East 43rd Street and South Greenwood Avenue	822.00
Joanell Therese Glomb 3745 South Winchester Avenue Chicago, Illinois 60609	12/10/96 3733 South Wolcott Avenue	216.00
Luise Elisabeth Goodlander 13 Sauk Trail Indian Head Park, Illinois 60525	2/21/97 6400 West 55th Street	244.00 25.00*
Larry Goodvin 3754 North Lockwood Avenue Chicago, Illinois 60641	6/20/96 3750 North Lockwood Avenue	1,384.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Karen Beverly Heard and State Farm Insurance Company 11717 South Halsted Street Chicago, Illinois 60628	9/4/96 West 119th Street and South Marshfield Avenue	\$ 607.00
Michael S. Labriola 2628 Collins Street Blue Island, Illinois 60406	4/5/97 2025 South Clark Street	368.00
Rita L. Rodriguez and Allstate Insurance Company Suite 400 8745 West Higgins Road Chicago, Illinois 60631	9/28/96 West 119th Street and South Marshfield Avenue	1,374.00
Felicia Victor and State Farm Insurance Company 4220 West 95th Street Oak Lawn, Illinois 60453	9/4/96 West 119th Street and South Marshfield Avenue	850.00
Mohammad Ali Zahedi Suite 502 1300 West Belmont Avenue Chicago, Illinois 60657	3/4/97 1500 North Kedzie Avenue	128.00

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
Gwendolyn Moore 6211 South Claremont Avenue Chicago, Illinois 60636	4/4/97 6211 South Claremont Avenue	\$1,200.00 720.00*

* To City of Chicago, Bureau of Parking

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Name And Address	Date And Location	Amount
John and Fred Riley 11500 South Hale Avenue Chicago, Illinois 60643	4/17/97 11500 South Hale Avenue	\$ 475.00
Lisa Marie Stringer 4880 North Kilpatrick Avenue Chicago, Illinois 60630	10/14/96 4880 North Kilpatrick Avenue	1,050.00

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
Andrea Adams Unit 301 383 South Stony Island Avenue Calumet City, Illinois 60409	5/17/97 1601 East 95th Street	\$ 75.00
Crystal Allen 10110 South Prairie Avenue Chicago, Illinois 60628	4/10/97 9030 South Indiana Avenue	222.00
Richard Aronson 250 Harbor Avenue Glencoe, Illinois 60022	3/10/97 2619 North Clark Street	276.00
Jose A. Badillo Unit 412 2517 West Fullerton Avenue Chicago, Illinois 60647	2/13/97 2142 North Rockwell Street	153.00 60.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Annie Barnett 18550 Carpenter Street Homewood, Illinois 60430	4/14/97 12401 South Halsted Street	\$ 97.00
Patricia May Barth Unit 3 South 9479 Bay Colony Des Plaines, Illinois 60016	1/23/97 5400 North Harlem Avenue	86.00
Mark Benson 822 East 76th Street Chicago, Illinois 60619	4/10/97 9132 South Cottage Grove Avenue	839.00 90.00*
Gail H. Billups 1427 West Edgewater Avenue Chicago, Illinois 60660	4/10/97 1100 West Bryn Mawr Avenue	417.00 195.00*
Karen E. Bogacz 48W718 Chandelle Drive Hampshire, Illinois 60140	4/14/97 900 West Hollywood Avenue	50.00
Donald Brown Unit 5915 175 East Delaware Place Chicago, Illinois 60611	2/26/97 645 North Michigan Avenue	182.00 30.00*
Minka Brown 8611 South Paulina Street Chicago, Illinois 60620	4/21/97 3300 South Emerald Avenue	32.00 50.00*
Catherine Brunke 4028 North Drake Avenue Chicago, Illinois 60618	2/24/97 3238 West Wrightwood Avenue	88.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Samuel B. Capalbo 5645 North Menard Avenue Chicago, Illinois 60646	4/15/97 5650 North Milwaukee Avenue	\$ 112.00
Eugene Carone 7621 West Clarence Avenue Chicago, Illinois 60631	1/18/97 6327, West Grand Avenue	149.00
Lucas R. Chadwick Apartment 3F 1351 North Ashland Avenue Chicago, Illinois 60622	10/27/96 6950 North Greenview Avenue	795.00 80.00*
Phyllis Chapple 9855 South Woodlawn Avenue Chicago, Illinois 60628	2/10/97 9419 South Woodlawn Avenue	117.00
Fernando Mendez 7747 South Kolmar Avenue Chicago, Illinois 60652	2/28/97 I-55 on ramp at South Ashland Avenue	66.00*
Sean E. Callahan Unit 1205 2933 North Sheridan Road Chicago, Illinois 60657	2/22/97 1701 North Lake Shore Drive	435.00*
Chestine P. Allen 1622 East 75th Street Chicago, Illinois 60649	3/4/97 7430 South Colfax Avenue	65.00*
Maurice Spencer 8051 South LaSalle Street Chicago, Illinois 60620	2/17/97 1245 West 87th Street	121.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Ethel Mason 5331 West Ohio Street Chicago, Illinois 60644	3/2/97 5601 West Ohio Street	\$ 75.00*
John R. Cordo 6109 West Byron Street Chicago, Illinois 60634	3/12/97 3800 North Austin Avenue	18.00 76.00*
Matthew Corey 11354 South Champlain Avenue Chicago, Illinois 60628	1/10/97 1000 East 111th Street	64.00 50.00*
Ruth L. Crutcher 1731 East 92nd Street Chicago, Illinois 60617	2/22/97 6700 South South Shore Drive	79.00 50.00*
Juan Terry Dorsey 2nd Floor 6952 South Indiana Avenue Chicago, Illinois 60637	2/22/97 7501 South South Chicago Avenue	311.00
Annie M. Doss 8616 South Bennett Avenue Chicago, Illinois 60617	4/1/97 7710 South Yates Boulevard	73.00 50.00*
Patricia Duffy Unit 1 2341 West Haddon Avenue Chicago, Illinois 60622	1/15/97 1730 West North Avenue	13.00 105.00*
Michelle Evans 9242 South Wabash Avenue Chicago, Illinois 60619	4/15/97 830 East 67th Street	62.00 160.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Richard H. Ferri 1000 North Oak Park Avenue Oak Park, Illinois 60302	2/26/97 North Michigan Avenue and East Erie Street	\$ 97.00
Gim Fong 313 West 23rd Place Chicago, Illinois 60616	6/3/96 1232 West Wilson Avenue	101.00
Timothy J. Gehrke Unit 7A 30 East Elm Street Chicago, Illinois 60611	1/21/97 6000 North Ridge Avenue	91.00
Daniel A. Gilbert P.O. Box 307 Lafox, Illinois 60147	2/22/97 4600 West Foster Avenue	112.00
Iris S. Goldstone 6007 North Sheridan Road Chicago, Illinois 60660	4/22/97 5900 North Sheridan Road	76.00
Melissa G. Hardin 1641 North Kildare Avenue Chicago, Illinois 60639	3/8/97 5600 South Wabash Avenue	78.00 30.00*
Marcella Tawana Hatch Unit 705 4300 West Ford City Drive Chicago, Illinois 60652	12/30/96 44 East 59th Street	100.00
Deborah M. Haynes 5949 South Princeton Avenue Chicago, Illinois 60621	12/24/96 51 West 59th Street	210.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Milton Holmes 1425 East 69th Street Chicago, Illinois 60637	3/10/97 1151 West 59th Street	\$ 995.00
Christopher J. Hundt 17019 Bedford Lane Tinley Park, Illinois 60477	3/16/97 6520 South Kildare Avenue	1,526.00
Emily Jenkins 1743 North Latrobe Avenue Chicago, Illinois 60639	4/2/97 1100 North Central Avenue	520.00
Celestine Johnson Unit 3E 8124 South Indiana Avenue Chicago, Illinois 60619	3/30/97 200 East 90th Place	85.00
Jennifer Patrice Johnson 10223 South Indiana Avenue Chicago, Illinois 60628	2/25/97 9416 South Dr. Martin Luther King, Jr. Drive	73.00
Debbie Jones 2nd Floor 2042 East 72nd Place Chicago, Illinois 60649	6/26/96 1600 East 95th Street	407.00 75.00*
Andrienne M. Kane 1900 North New England Avenue Chicago, Illinois 60707	2/20/97 2320 West Logan Boulevard	91.00
Peter Kosowsky Apartment 3D 659 West Aldine Avenue Chicago, Illinois 60657	2/22/97 2601 North Ashland Avenue	158.00

* To City of Chicago, Bureau of Parking

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Name And Address	Date And Location	Amount
Lisa Love 7920 South Morgan Street Chicago, Illinois 60620	4/19/97 730 North Drake Avenue	\$ 103.00
Irene Luna 2509 South Sawyer Avenue Chicago, Illinois 60623	4/10/97 2500 West 25th Street	136.00
Houston Malden 1223 South Elder Lane Waukegan, Illinois 60085	1/16/97 540 West Roosevelt Road	87.00
George Manciu, Jr. 2933 West Balmoral Avenue Chicago, Illinois 60625	2/10/97 1210 West Foster Avenue	490.00
Peter Martin 2542 East 93rd Street Chicago, Illinois 60617	1/25/97 8500 South Anthony Avenue	95.00 110.00*
Karen A. McCardle 4840 West Lamb Drive Oak Lawn, Illinois 60453	3/2/97 9820 South Leavitt Street	422.00
Andrew N. McIntosh 10606 South Hoyne Avenue Chicago, Illinois 60643	3/13/97 5168 South Damen Avenue	196.00
Frederic P. Melone and State Farm Insurance Company 2633 West Addison Street Chicago, Illinois 60618	2/19/97 315 South Sacramento Avenue	973.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Linda Merriweather 850 East 81st Street Chicago, Illinois 60619	3/27/97 6130 South Rhodes Avenue	\$ 47.00 30.00*
Jeffrey Mucha Unit 15A 360 West Wellington Avenue Chicago, Illinois 60657	4/18/97 600 West Briar Place	125.00
Joseph E. Musolino 6819 South Karlov Avenue Chicago, Illinois 60629	3/6/97 6540 South Kildare Avenue	122.00
Raymond P. Negrete 411 South Wheeler Drive Lemont, Illinois 60439	2/23/97 1358 West 35th Street	87.00
David Newhouse 4845 North Opal Avenue Norridge, Illinois 60656	1/26/97 West Fullerton Avenue at North Damen Avenue	195.00 170.00*
Sally F. Nochowitz 3006 North Dryden Place Arlington Heights, Illinois 60004	2/20/97 3550 West Foster Avenue	80.00
William Norris 11154 South Campbell Avenue Chicago, Illinois 60653	3/6/97 3200 South Lake Shore Drive	55.00
Geoffrey Evansnoth Apartment 2 1126 West Wolfram Street Chicago, Illinois 60657	1/8/97 1780 West Altgeld Street	76.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Daniel Frances O'Neill 1419 West George Street Chicago, Illinois 60657	3/3/97 310 North Ashland Avenue	\$ 96.00
Gayle L. Orrico-Weidel 7129 West Schreiber Avenue Chicago, Illinois 60631	5/20/97 5815 North Octavia Avenue	390.00
Rosa Panagopoulos 15524 Orogrande Street Oak Forest, Illinois 60452	2/27/97 465 North Desplaines Street	61.00
Stacy Panoutsos 5410 North Christiana Avenue Chicago, Illinois 60626	2/26/97 6250 North Lincoln Avenue	144.00
Divyang K. Patel 3rd Floor 3118 West Ainslie Street Chicago, Illinois 60625	7/24/96 3118 West Ainslie Street	318.00
Audrone Paulauskas 4409 South Artesian Avenue Chicago, Illinois 60632	2/3/97 5100 South Kedzie Avenue	250.00
Michael I. Pinsler 4th Floor 2358 North Clybourn Avenue Chicago, Illinois 60614	2/18/97 2600 North Wrightwood Avenue	1,056.00
Mary L. Quaid 1005 Queens Lane Glenview, Illinois 60025	2/23/97 6033 North Sheridan Road	104.00 85.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Kimberly Ray 9734 South Wallace Street Chicago, Illinois 60628	10/1/96 50 West 95th Street	\$ 81.00
Harold Riley Unit 10 2225 East 87th Street Chicago, Illinois 60617	2/23/97 1245 West 87th Street	467.00 100.00*
Eileen Ring 2311 West 107th Street Chicago, Illinois 60643	2/2/97 7900 South Western Avenue	37.00 80.00*
Dolores Rokos 4537 South Francisco Avenue Chicago, Illinois 60632	2/17/97 5301 South Pulaski Road	596.00
Arlene C. Rubin 1360 East 49th Street Chicago, Illinois 60615	3/4/97 1310 East Hyde Park Boulevard	170.00
Cassandra Michelle Sappington 1607 South 10th Avenue Maywood, Illinois 60153	2/9/97 505 North Central Avenue	501.00
Kathleen R. Savory 9833 South Avers Evergreen Park, Illinois 60805	3/24/97 7300 South Damen Avenue	130.25 18.75*
Kathleen Schultz 10158 South Clifton Park Evergreen Park, Illinois 60805	4/13/97 134 West Fullerton Avenue	200.00 20.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Larry L. Sextion 9120 South Woodlawn Avenue Chicago, Illinois 60619	2/8/97 9429 South Woodlawn Avenue	\$302.00
John Seyller, Jr. 6525 West 64th Place Chicago, Illinois 60638	2/24/96 301 West 87th Street	321.00
Ollie B. Smith, Jr. 560 East 105th Street Chicago, Illinois 6062	1/22/97 7013 South Dr. Martin Luther King, Jr. Drive	50.00
Larry Thomas Stanford, Jr. 4034 West 186th Place Country Club Hills, Illinois 60478	3/23/97 West 71st and South Washtenaw Avenue	450.00
Kathryn Steen and State Farm Insurance Company 4220 West 95th Street Oak Lawn, Illinois 60453	1/21/97 1251 West 87th Street	548.00
Tina A. Swain 1614 West 101st Place Chicago, Illinois 60643	1/13/97 East 93rd and South Stony Island Avenue	133.00
Emanuel Tamone 913 West 55th Street Countryside, Illinois 60525	4/5/97 39 North Menard Avenue	122.00
Silvia R. Tandeciarz and State Farm Insurance Company 1045 Des Plaines Avenue Forest Park, Illinois 60130	1/15/97 1720 West North Avenue	731.00
Mark Thompson 10036 South Talman Avenue Chicago, Illinois 60655	2/22/97 2000 North Lake Shore Drive	66.00 25.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Elda Tijerina Basement Apartment 2628 West Medill Avenue Chicago, Illinois 60647	3/1/97 1502 North Kedzie Avenue	\$ 80.00
Dianna Lynn Tolosa 5822 North Broadway Chicago, Illinois 60660	9/28/96 4029 West Ainslie Street	230.00 30.00*
Theodore R. Turner 5471 South Hyde Park Boulevard Chicago, Illinois 60615	3/4/97 4901 South Lake Park Avenue	98.00
Daniel Michael Volpe 459 North Fifth Avenue Des Plaines, Illinois 60016	10/1/96 4300 West Addison Street	37.50
Daniel Michael Volpe 459 North Fifth Avenue Des Plaines, Illinois 60016	2/26/97 3453 West Addison Street	323.00
John Richard Von Rhein Apartment 1E 1430 West Winona Street Chicago, Illinois 60640	1/16/97 West Oakdale Avenue and North Sheridan Road	530.00
Loistine Williams 9114 South Luella Avenue Chicago, Illinois 60617	2/20/97 1243 West 87th Street	290.00
Wanda D. Williams and State Farm Insurance Attention: Derrell Johnson 4220 West 95th Street Oak Lawn, Illinois 60453	1/10/97 6000 South Dr. Martin Luther King, Jr. Drive	751.00

* To City of Chicago, Bureau of Parking

9/10/97

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Name And Address	Date And Location	Amount
James L. Wills 6730 South Ridgeland Avenue Chicago, Illinois 60649	2/10/97 7013 South South Shore Drive	\$ 99.00
Kimberly Kay Wright in care of Harold Nelson 2050 West Nelson Road Morris, Illinois 60450	1/22/97 2808 North Clark Street	55.00
Tony Zaya and American Ambassador Insurance Company Suite 300E 1501 East Woodfield Road Schaumburg, Illinois 60173	2/3/96 200 West North Avenue	1,129.00 175.00*

Damage To Vehicle.

*Department Of Transportation/ Bureau Of Traffic:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Brian P. Pickett 5226 West Congress Parkway Chicago, Illinois 60644	4/8/97 1600 North Laramie Avenue	\$900.00 80.00*

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Water/ Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Ameritech, Inc. Attention: Tom Walsh Cl. 97-2423RDG Unit 30-B 225 West Randolph Street Chicago, Illinois 60606	3/22/97 4860 South Laflin Street	\$ 722.00
The Peoples Gas Light and Coke Company File 97-0-163 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/10/97 3729 North Wayne Avenue	1,024.00
The Peoples Gas Light and Coke Company File 97-0-242 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/21/97 4948 South Laflin Street	336.00
The Peoples Gas Light and Coke Company File 97-0-238 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/16/97 218 West 105th Place	336.00
The Peoples Gas Light and Coke Company File 97-0-179 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/28/97 1157 -- 1159 West 69th Street	238.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 97-0-253 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/29/97 3050 South Homan Avenue	\$ 336.00
The Peoples Gas Light and Coke Company File 97-0-172 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/23/97 8020 South Princeton Avenue	676.00
The Peoples Gas Light and Coke Company File 97-0-139 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/9/97 6454 South Laflin Street	1,240.00
The Peoples Gas Light and Coke Company File 97-0-140 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/9/97 6450 South Laflin Street	1,367.00
The Peoples Gas Light and Coke Company File 97-0-141 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/9/97 8225 South Blackstone Avenue	1,113.00
The Peoples Gas Light and Coke Company File 97-0-202 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/8/97 6556 South Laflin Street	889.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 97-0-191 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/5/97 6630 South Ellis Avenue	\$1,668.00
The Peoples Gas Light and Coke Company File 97-0-243 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/21/97 4950 South Laflin Street	180.00
The Peoples Gas Light and Coke Company File 97-0-245 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/23/97 6334 South Laflin Street	550.00
The Peoples Gas Light and Coke Company File 97-0-241 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/20/97 6408 South Laflin Street	608.00
The Peoples Gas Light and Coke Company File 97-0-247 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/27/97 6328 South Laflin Street	316.00
The Peoples Gas Light and Coke Company File 97-0-240 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/20/97 5042 South Laflin Street	414.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 97-0-192 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/6/97 914 North Winchester Avenue	\$907.00
The Peoples Gas Light and Coke Company File 97-0-193 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/5/97 1205 West Altgeld Street	607.00
The Peoples Gas Light and Coke Company File 97-0-216 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/7/97 4130 North Richmond Street	946.00
The Peoples Gas Light and Coke Company File 97-0-217 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/9/97 4139 North Bell Avenue	1,316.00
The Peoples Gas Light and Coke Company File 97-0-218 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/13/97 3721 North Wayne Avenue	1,550.00
The Peoples Gas Light and Coke Company File 97-0-219 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/14/97 4322 North Richmond Street	946.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 97-0-220 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/14/97 4151 North Bell Avenue	\$355.00
The Peoples Gas Light and Coke Company File 97-0-224 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/14/97 3709 North Wayne Avenue	926.00
The Peoples Gas Light and Coke Company File 97-0-225 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/6/97 3310 North Lawndale Avenue	790.00
The Peoples Gas Light and Coke Company File 97-0-204 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/8/97 4948 South Laflin Street	180.00
The Peoples Gas Light and Coke Company File 97-0-206 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/8/97 9612 South Yale Avenue	783.00
Peoples Gas Light and Coke Company File 97-0-221 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/13/97 6505 South Laflin Street	432.00

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REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Peoples Gas Light and Coke Company File 97-0-222 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/12/97 1001 West 69th Street	\$452.00

Damage To Vehicle.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Beulah L. Craig 14024 South Tracy Riverdale, Illinois 60627	3/24/97 1550 East 79th Street	\$ 92.00
Robert A. Merek and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	3/22/96 1646 North Hamlin Avenue	510.00
Frank Moy 2927 South Loomis Street Chicago, Illinois 60608	3/24/97 1902 South Union Avenue	68.00
Richard Stehley and Mutual Service Casualty Box 64035 St. Paul, Minnesota 55164	6/10/96 4636 North Malden Street	1,157.00

Name And Address	Date And Location	Amount
Kathleen Thompson and American Service Insurance Company 8th Floor 9801 West Higgins Road Rosemont, Illinois 60018	11/20/96 7200 South Calumet Avenue	\$779.00 300.00*
William F. Uhterschultz and Constitutional Casualty Company 5618 North Milwaukee Avenue Chicago, Illinois 60646	11/12/96 North Melvina Avenue and West Addison Street	805.00 60.00*
David Valauskas 3652 West 56th Place Chicago, Illinois 60629	2/23/97 2500 South Archer Avenue	157.00

Damage To Vehicle.

*Department Of Fire:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
George Lee Avet 5941 North Nina Avenue Chicago, Illinois 60631	9/25/96 5941 North Nina Avenue	\$1,448.00
Gilbert Barrota 6112 North Lincoln Avenue Chicago, Illinois 60659	1/18/97 1602 West Granville Avenue	395.00

* To City of Chicago, Bureau of Parking

9/10/97

REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Charles L. Okerstrom 14631 Blackbird Lane Fort Meyers, Florida 33919	4/23/96 2741 West Foster Avenue	\$275.00
Debra Rajewski 13456 Westview Drive Palos Heights, Illinois 60463	11/23/96 10439 South Hoyne Avenue	575.00

Damage To Vehicle.

*Department Of Purchases, Contracts And Supplies:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Imelba D. Dean and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	10/11/96 I-90 and West Randolph Street	\$1,101.00 125.00*

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
George Curtis 6746 South Campbell Avenue Chicago, Illinois 60629	10/17/96 415 West 102nd Street	\$1,039.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Arthur Smith and State Farm Insurance Company 1045 South Des Plaines Avenue Forest Park, Illinois 60130	10/30/96 3655 West Grenshaw Street	\$365.00 50.00*
Beatrice Young 6731 South Justine Street Chicago, Illinois 60636	2/21/97 6700 South Justine Street	1,100.00

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
Nancy L. Bultinck Suite 707 777 North Michigan Avenue Chicago, Illinois 60611	2/29/96 During towing	\$1,183.00 150.00*
C and J Rental (doing business as Thrifty Car Rental) 4140 Cypress Road St. Ann, Missouri 63074	2/6/97 Auto Pound Number 6	614.00 230.00*
Jozef Caban 863 North Marshfield Avenue Chicago, Illinois 60622	2/11/97 During towing	150.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Roy C. Reed Unit 3 7055 South Yale Avenue Chicago, Illinois 60621	6/11/96 During towing	\$300.00*
Lynda Diane Norman 1469 West 112th Place Chicago, Illinois 60643	11/30/96 During towing	425.00*
Ronald and Sue Clark 26065 West Lakeview Avenue Ingleside, Illinois 60041	5/6/97 During towing	629.00
Ralf O. Graszynski 1718 North Mohawk Sreet Chicago, Illinois 60614	6/5/97 During towing	284.00
William James 4316 North Clarendon Avenue Chicago, Illinois 60613	8/21/97 During towing	585.00
Yodit Joseph Keflemariam Unit 505 539 West Stratford Place Chicago, Illinois 60657	3/20/96 During towing	52.00 80.00*
John Kenneth Krotiak 17062 South Forestview Drive Tinley Park, Illinois 60477	4/7/97 West Wilson Avenue and North Ravenwood Avenue	316.00
Scott J. Margolis 1313 Stratford Place Northbrook, Illinois 60062	4/16/97 Relocation	396.00 25.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Kenneth Sahs 1636 North Sedgewick Street Chicago, Illinois 60614	5/9/97 During towing	\$343.00 85.00*
Janie Techter 219 Scott Court Bartlett, Illinois 60103	5/3/97 During towing	45.00 30.00*
Michael K. Thomas Apartment 3 South 3052 North Ashland Avenue Chicago, Illinois 60657	12/14/95 During towing	96.15 125.00*
Abdi Y. Tinwalla 680 Sacramento Court Elgin, Illinois 60123	2/28/97 During towing	484.00
Antwionne D. Watson Unit 206 5300 North Sheridan Road Chicago, Illinois 60640	3/28/97 During towing	90.00
Sally Webb Apartment 3 3537 North Reta Avenue Chicago, Illinois 60657	5/21/97 During towing	1,103.00

* To City of Chicago, Bureau of Parking

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
Michael and Angela Reilley Unit 2 1708 West Waveland Avenue Chicago, Illinois 60613	6/28/96 1708 West Waveland Avenue	\$827.00
John M. Shaughnessy 10728 South Spaulding Avenue Chicago, Illinois 60655	7/18/96 2224 West 111th Street	900.00

Personal Damage.

*Department Of Street And Sanitation/ Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Walter J. Dudek 6521 West Archer Avenue Chicago, Illinois 66038	2/22/97 6521 West Archer Avenue	\$1,007.00

Damage To Property.

*Department Of Street And Sanitation/ Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Oscar and Doris Ochda 7711 Major Burbank, Illinois 60459	7/1/96 10600 South Springfield Avenue	\$ 408.00
Park Lawrence C. Association in care of Catherine Webber 5447 West Lawrence Avenue Chicago, Illinois 60630	3/11/97 5447 West Lawrence Avenue	900.00
The Peoples Gas Light and Coke Company File Number 97-059 19th Floor 130 East Randolph Street Chicago, Illinois 60601	2/20/97 1516 West 18th Place	2,060.00
The Peoples Gas Light and Coke Company File Number 97-058 19th Floor 130 East Randolph Street Chicago, Illinois 60601	2/20/97 1518 West 18th Place	1,085.00
Rogelio Valencia 2414 North Lawndale Avenue Chicago, Illinois 60647	1/9/97 2414 North Lawndale Avenue (alley)	1,200.00

Damage To Vehicle.

*Department Of Street And Sanitation/ Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Louis A. Carrieri and Kemper National Insurance Suite 320 3030 Salt Creek Lane Arlington Heights, Illinois 60050	3/6/97 I-94 at 115th Street	\$1,268.00
Stanislaw Dziewulski 1344 South 57th Court Cicero, Illinois 60804	1/24/97 4400 West Roosevelt Road	933.00 250.00*
Nina Haynes and State Farm Insurance Company Suite S 4220 West 95th Street Oak Lawn, Illinois 60453	1/16/97 East 43rd and South Cottage Grove Avenue	520.00
Florence M. Hudson 3714 West Cullom Avenue Chicago, Illinois 60618	5/19/97 1525 North Keeler Avenue (alley)	930.00
Carla Nelson and Pembridge General Insurance Company Suite 2000 35 East Wacker Drive Chicago, Illinois 60601	12/20/96 1519 West Pershing Road	1,209.00
Ty Van Nguyen 1131 West Argyle Street Chicago, Illinois 60640	8/5/96 1131 West Argyle Street	390.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Thomas Steven Over 2322 North Commonwealth Avenue Chicago, Illinois 60614	6/23/96 2330 North Ashland Avenue	\$ 631.00
Mary Elizabeth Prestipino 1628 North Oakley Avenue Chicago, Illinois 60647	2/16/97 1660 North Oakley Avenue	390.00 150.00*
Alma L. Smith 911 South 8th Avenue Maywood, Illinois 60153	11/20/96 3415 West Chicago Avenue	913.00 230.00
Ethan Roland Spotts 1st Rear Building 3250 North Seminary Avenue Chicago, Illinois 60657	4/23/97 121 North LaSalle Street	1,100.00
Nicholas Sprinez and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	1/31/97 West Fullerton Avenue and North Wood Street	707.00
Yee Wing Yiu Unit 21 2232 West Linder Avenue Mesa, Arizona 85202	3/18/96 6401 North Sheridan Road	719.00

* To City of Chicago, Bureau of Parking

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
Jafort Franklin Unit 1802 4645 North Sheridan Road Chicago, Illinois 60640	12/30/96 4925 North Kedzie Avenue	\$1,321.00*
Ella Hamilton 1st Floor 3407 West Adams Street Chicago, Illinois 60624	3/21/97 Auto Pound Number 6	1,000.00 60.00*

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant, on account of underground leaks:

Name And Address	Date And Location	Amount
Chatham Grove Condominium Association 747 -- 759 East 84th Place Chicago, Illinois 60619	8/9/93 to 4/13/94 743 -- 751 East 84th Place	\$400.00
Ann Herrera 3301 South Western Avenue Chicago, Illinois 60608	11/13/95 to 3/19/96 4818 South Racine Avenue	400.00

* 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	Date And Location	Amount
Austin Body Shop Supplies, Inc. 5812 South Kedzie Avenue Chicago, Illinois 60629	8/11/96 to 12/17/96 5812 South Kedzie Avenue	\$400.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR
CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the City, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Number 100-99-2005-0939-0939:

[List of claimants printed on pages 51474
through 51475 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN
SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

(Continued on page 51476)

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 9/10/97

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
BELMONT MANOR CONDO ASSC.	16	SEMI-ANNUAL 95	561.32	WILLIAM JP BANKS	36
CARL SANDBURG VILLAGE CONDO. 1	567	SEMI-ANNUAL 95	11,713.80	BURTON F. NATARUS	42
CARL SANDBURG VILLAGE CONDO. 7	616	SEMI-ANNUAL 95	15,647.60	BURTON F. NATARUS	42
CLEAR RIDGE CONDOMINIUMS II	24	SEMI-ANNUAL 95	900.00	MICHAEL R. ZALEWSKI	23
COMMONWEALTH PLAZA CONDO. ASSN	370	SEMI-ANNUAL 95	6,010.00	BERNARD J. HANSEN	44
EDISON PLACE CONDO ASSOCIATION	27	SEMI-ANNUAL 95	1,012.50	BRIAN G. DOHERTY	41
FLAIRWOOD CONDOMINIUMS	13	SEMI-ANNUAL 95	487.50	JOE MOORE	49
FRIENDLY VILLAGE #3 CONDO	12	SEMI-ANNUAL 95	450.00	BRIAN G. DOHERTY	41
HEMINGWAY HOUSE CONDO. ASSN	280	SEMI-ANNUAL 95	6,077.46	CHARLES BERNARDINI	43
IMPERIAL TOWERS CONDO ASSC.		ADJUSTMENT 95	895.00	HELEN SHILLER	46
JANIS COURTS ASSOCIATION	18	SEMI-ANNUAL 95	675.00	MICHAEL A. WOJCIK	30
KENNELLEY SQUARE CONDO ASSC.	268	SEMI-ANNUAL 95	6,890.28	CHARLES BERNARDINI	43
LINCOLN PARK VILLAS CONDO.	43	SEMI-ANNUAL 95	1,538.00	CHARLES BERNARDINI	43
MERRIMAC SQUARE CONDO. ASSN. III	50	SEMI-ANNUAL 95	1,408.87	THOMAS ALLEN	38
MERRIMAC SQUARE CONDO. ASSN. I	50	SEMI-ANNUAL 95	1,440.00	THOMAS ALLEN	38
NEVA VISTA CONDOMINIUM	9	SEMI-ANNUAL 95	337.50	WILLIAM JP BANKS	36
NEWBERRY PLAZA CONDO. ASSC.	624	SEMI-ANNUAL 95	9,174.00	BURTON F. NATARUS	42
NORWOOD COURTS CONDO. ASSN.	120	SEMI-ANNUAL 95	4,500.00	PATRICK J O'CONNOR	40
DAKFIELD NORTH CONDO ASSC.	32	SEMI-ANNUAL 95	1,200.00	WILLIAM JP BANKS	36
ONE EAST SCOTT CONDO. ASSC.	240	SEMI-ANNUAL 95	4,762.58	BURTON F. NATARUS	42
PARK TOWER CONDO. ASSOCIATION	728	SEMI-ANNUAL 95	12,324.00	MARY ANN SMITH	48
RIDGEMOOR ESTATES CONDO	44	SEMI-ANNUAL 95	1,050.00	THOMAS ALLEN	38
RIDGEMOOR ESTATES CONDO. ASSN.	44	SEMI-ANNUAL 95	1,182.00	THOMAS ALLEN	38
RIDGEMOOR ESTATES CONDO. ASSN. IV	44	SEMI-ANNUAL 95	1,296.00	THOMAS ALLEN	38
SOUTH HOMAN CONDO ASSN.	8	SEMI-ANNUAL 92	300.00	EDWARD M. BURKE	14
SOUTH HOMAN CONDO ASSN.	8	SEMI-ANNUAL 94	300.00	EDWARD M. BURKE	14
SOUTH HOMAN CONDO ASSN.	8	ANNUAL 95	600.00	EDWARD M. BURKE	14
STANFORD COURTS HOMEDOWNERS	80	SEMI-ANNUAL 95	1,810.00	PATRICK J O'CONNOR	40
THE DARIEN APARTMENT CONDO	222	SEMI-ANNUAL 95	3,405.78	BERNARD J. HANSEN	44
THE LASALLE PRIVATE RESIDENCES	230	SEMI-ANNUAL 95	4,769.36	WALTER BURNETT JR.	27
THE PLAZA ON DEWITT CONDO. ASSN	407	SEMI-ANNUAL 95	6,494.33	BURTON F. NATARUS	42
THE WELLINGTON CONDO ASSN.	106	SEMI-ANNUAL 95	3,450.00	BERNARD J. HANSEN	44
THE 100 BELLEVUE PLACE CONDO	171	SEMI-ANNUAL 95	5,433.58	BURTON F. NATARUS	42
TWO EAST OAK CONDO ASSC.	299	SEMI-ANNUAL 95	4,876.53	BURTON F. NATARUS	42
110 E. DELAWARE PLACE CONDO.	68	SEMI-ANNUAL 95	1,630.50	BURTON F. NATARUS	42
1212 LAKE SHORE DRIVE CONDO.	180	SEMI-ANNUAL 95	5,540.00	BURTON F. NATARUS	42
1218-20 ALBION CONDOMINIUM	6	SEMI-ANNUAL 95	225.00	JOE MOORE	49
1510 W. GREENLEAF CONDO ASSC.	12	SEMI-ANNUAL 95	450.00	JOE MOORE	49
1526-28 W. CHASE AVENUE CONDO	8	SEMI-ANNUAL 95	300.00	JOE MOORE	49
175 E. DELAWARE PL. HOMEOWNERS	703	SEMI-ANNUAL 95	21,250.30	BURTON F. NATARUS	42
2014 NORTH SHEFFIELD CONDO.	6	SEMI-ANNUAL 95	225.00	CHARLES BERNARDINI	43
2016 CLEVELAND CONDO ASSC.	7	SEMI-ANNUAL 95	262.50	CHARLES BERNARDINI	43
2020 LINCOLN PARK WEST CONDO.	433	SEMI-ANNUAL 95	7,645.00	CHARLES BERNARDINI	43
2147 N. HARLEM BLDG. ASSN.	12	SEMI-ANNUAL 95	450.00	WILLIAM JP BANKS	36
2333 N. GENEVA TERRACE CONDO	20	SEMI-ANNUAL 95	750.00	CHARLES BERNARDINI	43

9/10/97

REPORTS OF COMMITTEES

51475

C I T Y O F C H I C A G O
 COMMITTEE ON CLAIMS AND LIABILITY
 REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 9/10/97

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
2626 LAKEVIEW CONDO ASSOC	491	SEMI-ANNUAL 95	9,660.50	CHARLES BERNARDINI	43
2660 N. BOSWORTH CONDO. ASSN.	6	SEMI-ANNUAL 95	225.00	CHARLES BERNARDINI	43
3150 CONDOMINIUM ASSOCIATION	204	SEMI-ANNUAL 95	7,614.55	BERNARD J. HANSEN	44
3821 N. NARRAGANSETT CONDO.	9	SEMI-ANNUAL 95	337.50	THOMAS ALLEN	38
3853 NARRAGANSETT CONDOMINIUM	8	SEMI-ANNUAL 95	300.00	THOMAS ALLEN	38
4343 CLARENDON CONDO ASSOC	490	SEMI-ANNUAL 95	5,760.00	HELEN SHILLER	46
515 WRIGHTWOOD CONDO ASSOC.	78	SEMI-ANNUAL 95	2,196.30	CHARLES BERNARDINI	43
7401 SHERIDAN CONDO ASSOC.	8	SEMI-ANNUAL 95	300.00	JOE MOORE	49
743-55 W. BROMPTON CONDOMINIUM	31	SEMI-ANNUAL 95	1,162.50	HELEN SHILLER	46

(Continued from page 51473)

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen rebate sewer claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Number 314-99-2005-9148-0938:

[List of claimants printed on pages 51477
through 51478 of this Journal.]

9/10/97

REPORTS OF COMMITTEES

51477

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
BLAUSTEIN, ISAAC	10-36-315-023-0000	50 STONE	50.00
BLUMENTHAL, TORY	14-21-314-048-1124	44 HANSEN	50.00
BRAVINSKY, EMMAUUL	10-36-100-018-1218	50 STONE	50.00
BRODLEY, ROBERT D.	14-28-322-038-1239	43 BERNARDINI	50.00
BURTON, ANNIE M.	25-11-300-017-0000	08 DIXON	50.00
BUTLER, IDA	10-36-100-011-1063	50 STONE	50.00
CALDWELL, ANNE P.	9-36-111-045-1009	41 DOHERTY	50.00
CAMPBELL, CALVIN C.	20-12-108-039-1087	04 PRECKWINKLE	50.00
CARTER, JURENE	20-12-108-039-1130	04 PRECKWINKLE	50.00
CELLA, ISABELLE	9-36-411-034-1013	41 DOHERTY	50.00
CHRISTENSEN, LORIN	14-05-403-021-1044	48 SMITH	50.00
CHRISTENSEN, LORIN	14-05-403-021-1044	48 SMITH	50.00
CHRISTENSEN, LORIN	14-05-403-021-1044	48 SMITH	50.00
COLEMAN, ROBERT	20-11-206-058-0000	04 PRECKWINKLE	50.00
COLEMAN, ROBERT	20-11-206-058-0000	04 PRECKWINKLE	50.00
COLEMAN, ROBERT	20-11-206-058-0000	04 PRECKWINKLE	50.00
COLEMAN, ROBERT	20-11-206-058-0000	04 PRECKWINKLE	50.00
COLEMAN, ROBERT	20-11-206-058-0000	04 PRECKWINKLE	50.00
COOK, RUSSELL	14-08-203-016-1391	48 SMITH	50.00
CROSS, JEWEL D.	25-11-300-020-0000	08 DIXON	50.00
DIFILIPPIS, NICK	19-08-424-135-1004	23 ZALEWSKI	50.00
DOWDY, CHARLES W.	25-11-300-017-0000	08 DIXON	50.00
EGESTON, HATTIE	25-11-300-018-0000	08 DIXON	50.00
FAUCETT, MELBA L.	20-34-413-024-0000	06 STEELE	50.00
FOX, DAVID S.	14-28-322-038-1256	43 BERNARDINI	50.00
GABRIEL, HARRY L.	14-05-202-019-1087	49 MOORE	50.00
GERBER, ANN R.	17-03-204-063-1145	42 NATARUS	50.00
GOLD, SANDRA	14-08-203-017-1079	48 SMITH	50.00
GOLD, SANDRA	14-08-203-017-1079	48 SMITH	50.00
GOLD, SANDRA	14-08-203-017-1079	48 SMITH	50.00
GOLD, SANDRA	14-08-203-017-1079	48 SMITH	50.00
GOLDSTEIN, ARTHUR	14-05-203-011-1109	49 MOORE	50.00
GRÖMER, RUTH	13-16-115-045-1011	45 LEVAR	50.00
HANNINEN, EINE	13-09-328-067-1012	45 LEVAR	50.00
HANSON, ALYCE M.	14-08-203-001-0000	48 SMITH	50.00
HARTIGAN, LAWRENCE J.	17-16-423-002-1141	02 HAITHCOCK	50.00
HONEYCUTT, ROSA M.	13-16-102-025-1001	45 LEVAR	50.00
JANDWIAK, JANE	13-16-116-031-1007	45 LEVAR	50.00
KANTER, DONALD H.	14-21-314-048-1115	44 HANSEN	50.00
KITTNER, VALERIE M.	13-02-300-008-1004	39 LAURINO	50.00
KLISKA, BERNARD	17-10-202-062-1103	42 NATARUS	50.00
KNOBLOCH, ROSE	10-36-320-042-0000	50 STONE	50.00
KNOBLOCH, ROSE	10-36-320-042-0000	50 STONE	50.00
KNOBLOCH, ROSE	10-36-320-042-0000	50 STONE	50.00
LAVINE, GERALDINE T.	17-04-216-064-1245	42 NATARUS	50.00
LEMMER, ALFREDA S.	13-16-102-025-1004	45 LEVAR	50.00
LEWIS, JUANITA E.	17-04-221-052-1140	42 NATARUS	50.00
MEYERS, HENRY	10-36-120-003-1002	50 STONE	50.00
MOE, CATHERINE & HARR, MARION	20-12-114-052-1045	05 HOLT	50.00
MOLINHARD, FRANK G.	13-31-118-040-1024	36 BANKS	50.00
OBERTING, MARIE	13-08-310-059-1015	45 LEVAR	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIH NUMBER	ALDERMAN	AMOUNT
PANKO, STEPHEN M.	17-03-220-020-1163	42 NATARUS	50.00
PEAK, BENNETTER	25-11-300-020-0000	08 DIXON	50.00
PIHKUS, TOLA	13-02-220-051-8002	50 STONE	50.00
POTTER, SARAH E.	25-11-300-036-0000	08 DIXON	50.00
PROCTOR, LEWIS J.	25-10-419-017-0000	08 DIXON	50.00
RODRIGUEZ-MATA, JOAQUIN	14-21-110-020-1422	46 SHILLER	50.00
ROLLINGS, AUGUSTA C.	25-11-300-020-0000	08 DIXON	50.00
RUBINOW, SOLOMON	10-36-117-015-1014	50 STONE	50.00
SAMUELS, JEAN	25-11-300-017-0000	08 DIXON	50.00
SARNAT, BERNARD D.	10-36-100-011-1124	50 STONE	50.00
SCHNECHTER, ARNOLD	17-03-201-006-1064	42 NATARUS	50.00
SPECTER, GERALD S.	14-28-200-003-1138	44 HANSEN	50.00
SPENCER, HAROLD	17-03-222-020-0000	42 NATARUS	50.00
STAVY, BEATRICE	10-36-100-011-1117	50 STONE	50.00
STITT, DOROTHY	17-07-420-037-0000	27 BURNETT JR.	50.00
SWIATEK, MARIE H.	13-08-428-041-1023	43 LEVAR	50.00
TAUSSIG, FRANCES M.	13-02-300-008-1009	39 LAURIND	50.00
TUTEUR, CHARLES	11-32-121-008-0000	49 MOORE	50.00
WALLACE, GILBERT	20-34-413-060-0000	06 STEELE	50.00
WATERS, FRANK L.	25-10-419-017-0000	08 DIXON	50.00
WATKINS, LEE	25-11-300-020-0000	08 DIXON	50.00
WAUSHAUER, JANICE A.	14-21-314-048-1227	44 HANSEN	50.00
ZARTLER, MARGARET	14-19-201-027-0000	47 SCHULTER	50.00
ZOLDTOW, MORTON	17-03-204-063-1101	42 NATARUS	50.00
	* TOTAL AMOUNT		3,750.00

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on January 14, 1992 and on subsequent dates, sundry claims as follows:

Abonce, Hipolito

Agudo, Sixto

Albrightson, Caryn

Anthony, Fred M.

Armijo, Rosa O.

Automotive Rentals, Inc.

Baer, Nadine

Bank of Elmhurst and Robert M. Gomberg, Attorney

Barrett, Maria Ann

Bayer, Greg

Bell, Minnie

Benson, Julie

Berger-Perez, Nicole

Bergstrom, Judith M.

Biegel, Serena Marie

Bilal, El-Amin

Bingham, Brigitte and State Farm Insurance Company

Bingham, Lloyd and State Farm Insurance Company

Boratyn, James F.

Bovan, Frank L.

Breust, Kimberly D.

Brown, Margaret M. and State Farm Insurance Company

Brown, Orland and Allstate Insurance Company

Brown, Shautina

Bruce-Dart, Kellee S.

Burns, Georgia

Burrell, Diane and GEICO

Callo, Michael

Cantrell, Glenetta L.

Carptenter, Elizabeth A. and Safeco Insurance Company

Chih-Ruey, Lee

Claussen, Mary

Clenenin, Alden

Coleman, Beverly

Connors, Steve and State Farm Insurance Company

Contreras, Otilio

Crispino, Joseph M.

Czaja, Krzysztof

Czarnecki, Ruth and Allstate Insurance Company

Dawson, Steve

Diaz, Elias

Divito, James

Favors, Eva

Frazier, Charles

Gaj, Mieczyslaw

Galante, Carmen Charles

Geni, John R.

Gersham Transport and Crawford and Company

Gilmore, Benjamin P.

Golan, Joseph

Goldberg, Jeffrey

Gomez, Miguel

Guaranty Supply Corporation and Travelers Property Corporation

Gutierrez, Francisca

Harper, Lagone Edward

Harper, Linda

Harritty, Rita and State Farm Insurance Company

Heimbaugh, John and State Farm Insurance Company

Hemby, Wilbert

Henlon, Kev M.

Hernandez, Irene J.

Hightower, John H.

Hollins, Latarcha

Ivy, Samuel

Jenkins, Charles and American Ambassador Insurance

Jenkins, Charles and Amercian Ambassador Insurance

Jimenez, Zaid

Jolly Fun House

Jordan, Kimberly

Jovanovic, Djordje

Kobeske, James

Kuykendall, Maggie

Kuznets, Yefim

Laduca, Irene M.

Lagrand, Lloyd E.

Lane, Adrion

Lanfair, Lynn Anita

Leahy, Henry

Leroy, Michael D.

Logan, Ralph

Long, Vora U.

Lynn, Sandra

Mallow, Kevin and Allstate Insurance Company

Mayer, Mayme

McGee, Kenny P.

Meinzer, Arthur W.

Mendoza, Luis

Monroe, Delores K.

Morgenstein, Philip L.

Neenan, Daniel C.

Nielson, Eric

Norris, Norma Yvonne

Oshinson, Art, Jr.

Pacheco, Maria M.

Pagan, Santos

Paladino, Jr., Robert

Patel, Jvgnesh

Peoples Gas Light and Coke Company, The (52)

Peitiritz, Vicki and American Ambassador Insurance

Perez, Jesus

Pettus, Flora

Pipusich, Mr. and Mrs. Mark

Policht, Zofia and State Farm Insurance Company

Pomarad, Elzbieta

Prazyniewicz, Zenov K.

Pricco, Anthony

Pruitt Condominium Association (2)

Riley, Cynthia

Rodin, Marshall E. and State Farm Insurance Company

Scara, Joseph P.

Shah, Suresh

Shepard, Elijah

Simpson, Thaddeus S.

Smith, Lasheila

Spiller, Al

Sprovieri's Custom Counters

Stefancik, Florian and Allstate Insurance Company

Sughayar, Hamdi

Sykes, Leroy and Allstate Insurance Company

Tankson, Wesley, J.

Thompson, Ernest J. and Allstate Insurance Company

Thornhill, Josephine B.

Tolbert, Reginald and Allstate Insurance Company

Torres, Gladys

Tutson, Kimberly

Vollala and Punjabi, Drs.

Washington, Robert D.

Watkins, Norma

Watts, Alicia

Wieczorek, Irene

Wierzba, Zbigniew

Wigfall, Eunice

Wiggins, Dave

Williams, Jennifer T.

Williams, Mariah L.,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Placed On File -- REPORT OF SETTLEMENT OF SUITS AGAINST
CITY DURING MONTH OF JUNE, 1997.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a list of various cases which were settled during the month of June, 1997, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed list of cases transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File*.

Placed On File-- REPORT OF SETTLEMENT OF SUITS AGAINST
CITY DURING MONTH OF JULY, 1997.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a list of various cases which were settled during the month of July, 1997, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed list of cases transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File*.

Placed On File-- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY)
PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two applications for City of Chicago charitable solicitation (tag day) permits:

- A. Saint Rita High School Band Booster Organization,
September 19 and 20, 1997 -- citywide; and
- B. Universal Family Connection, Inc.,
September 19, 1997 -- citywide,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed applications transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said applications and report were *Placed on File*.

***Re-Refered* -- AUTHORIZATION TO PROHIBIT REMOVAL OF
HANDICAPPED PARKING PERMIT SIGNS WITHOUT
CITY COUNCIL APPROVAL.**

The Committee on Finance submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance, prohibiting the removal of handicapped parking signs without City Council approval, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the proposed ordinance to the Committee on Traffic Control and Safety.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Traffic Control and Safety* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

COMMITTEE ON AVIATION.

AMENDMENT OF TITLE 9, CHAPTER 80, SECTION 130 OF MUNICIPAL CODE OF CHICAGO BY ESTABLISHMENT OF PROVISION FOR REMOVAL OF UNAUTHORIZED VEHICLES PARKED AT CHICAGO AIRPORTS FOR PERIODS EXCEEDING THIRTY CONSECUTIVE DAYS.

The Committee on Aviation submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance (referred on July 2, 1997) amending Section 9-80-130 of the Municipal Code of Chicago relating to the removal of unauthorized vehicles from Chicago airports, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance, as amended, transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-80-130 of the Municipal Code of Chicago is hereby amended by adding the language in italics and deleting the language in brackets, as follows:

9-80-130 City-Owned Parking Facilities.

(a) It shall be unlawful for any person to park a vehicle in a city-owned parking facility unless the vehicle is properly parked in a designated parking space and such person has paid the appropriate parking fee.

(b) It shall be unlawful for any person to park a vehicle or allow a vehicle to remain in a city-owned parking facility during the hours that the facility is not open for use.

(c) It shall be unlawful for any person to park a vehicle or allow a vehicle to remain in a city-owned parking facility at any airport for more than 30 consecutive days.

[(c)] (d) Whenever a vehicle is parked in violation of this section, any person authorized to issue a notice of parking violation pursuant to Section 9-64-220, may attach a parking violation notice to the vehicle.

[(d)] (e) Any person who violates this section shall be fined \$25.00 for each offense. Any vehicle parked in violation of this section shall be subjected to an immediate tow and removal to city vehicle pound or authorized garage.

[(e)] (f) At the request of the parking administrator, the commissioner of transportation shall cause to be erected signs indicating the [times] *hours* when parking is prohibited at such facility *and the length of time which a vehicle may be parked at such facility* and warning that unauthorized or illegally parked vehicles shall be ticketed and towed.

SECTION 2. This ordinance shall be effective upon its passage and publication.

AMENDMENT OF TITLE 10, CHAPTER 36, SECTION 330
OF MUNICIPAL CODE OF CHICAGO TO MODIFY
PARKING RATES AT CHICAGO O'HARE
INTERNATIONAL AIRPORT AND
CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred a communication signed by The Honorable Richard M. Daley, Mayor, at the request of the Commissioner of Aviation (referred on July 30, 1997) amending Chapter 10-36, Section 10-36-330 relating to parking fees at O'Hare and Midway airports, begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and operates airports commonly known as Chicago O'Hare International Airport and Chicago Midway Airport ("Airports"); and

WHEREAS, The parking rates for the Airports are established by Chapter 10-36, Section 10-36-330 of the Municipal Code of the City of Chicago ("Code"); and

WHEREAS, The City now desires to modify those rates; now, therefore,

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

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

SECTION 2. Chapter 10-36, Section 10-36-330 is hereby amended to delete existing subsections (c) and (d) in their entirety and to replace them with the following new subsections (c) and (d):

- (c) *Fees at the rate set forth in (c) (i) through (c) (iv) below, exclusive of city tax, shall be charged and collected for each vehicle parked in any such area at Chicago Midway Airport.*
 - (i) *Hourly Parking. \$2.00 for the first half-hour or fraction thereof; \$0.25 for the second half-hour or fraction thereof; \$2.75 for the second hour or fraction thereof; \$0.50 for the third hour or fraction thereof; and \$2.00 for each additional hour or fraction thereof.*
 - (ii) *Daily Parking. \$3.25 for the first four hours or fraction thereof; \$3.25 for the next four hours or fraction thereof; \$4.00 for each additional four hours or fraction thereof up to a maximum rate of \$18.50 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.*
 - (iii) *Long-Term Parking. \$2.00 for the first hour or fraction thereof; \$1.25 for the second hour or fraction thereof; \$2.25 for the third hour or fraction thereof; \$1.00 for the fourth hour or fraction thereof; \$2.00 for the fifth hour*

or fraction thereof up to a maximum rate of \$8.50 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.

- (iv) *Economy Parking. \$2.00 for the first hour or fraction thereof; \$1.25 for the second hour or fraction thereof; \$2.25 for the third hour or fraction thereof up to a maximum of \$5.50 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.*
- (d) *Fees at the rates set forth in (d) (i) through (d) (iv) below, exclusive of city tax, shall be charged and collected for each vehicle parked in any such area at Chicago O'Hare International Airport.*

 - (i) *Garage and Main Parking. \$2.25 for the first hour or fraction thereof; \$2.00 for the second hour or fraction thereof; \$1.25 for the third hour or fraction thereof; and \$2.00 for each additional hour or fraction thereof until the end of the first six hours; thereafter, \$1.00 for each additional hour or fraction thereof up to a maximum rate of \$16.50 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.*
 - (ii) *International Terminal Parking. \$2.25 for the first hour or fraction thereof; \$2.00 for the second hour or fraction thereof; \$1.25 for the third hour or fraction thereof; \$2.00 for each additional hour or fraction thereof up to a maximum rate of \$27.50 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.*
 - (iii) *Remote Parking, Lot E. \$2.00 for the first hour or fraction thereof; \$0.25 for the second hour or fraction thereof; \$1.00 for the third hour or fraction thereof; \$1.00 for the fourth hour or fraction thereof; \$1.25 for the fifth hour or fraction thereof; Thereafter, \$1.00 for each additional hour or fraction thereof up to a maximum rate of \$8.50 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.*
 - (iv) *Remote Parking, Lot F. \$2.00 for the first hour or fraction thereof; \$0.25 for the second hour or fraction thereof; \$1.00 for the third hour or fraction thereof; \$1.00 for the fourth hour or fraction thereof; \$1.25 for the fifth hour or fraction thereof up to a maximum rate*

of \$5.50 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.

SECTION 3. Chapter 10-36, Section 10-36-330 is hereby amended to amend existing subsection (f) by adding the language in italics, as follows:

- (f) *The commissioner of aviation may establish a monthly parking charge of up to \$6.00 per month, payable in advance and exclusive of city tax, for each airport employee vehicle. This rate shall only apply to persons regularly employed at such airport(s) for parking within the lot(s), or portions thereof, so designated by the commissioner as employee parking only.*

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

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**REAPPOINTMENT OF MS. MELLODY L. HOBSON
AS MEMBER OF CHICAGO PUBLIC
LIBRARY BOARD.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the reappointment of Mellody L. Hobson as a member of the Chicago Public Library Board for a term ending June 30, 2000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the reappointment 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 committee's recommendation was *Concurred In* and the said proposed reappointment of Ms. Mellody L. Hobson as a member of the Chicago Public Library Board was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF MS. MARIAN PRITZKER AS MEMBER
OF CHICAGO PUBLIC LIBRARY BOARD.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the reappointment of Marian "Cindy" Pritzker as a member of the Chicago Public Library Board for a term ending June 30, 2000, having had the same

under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the reappointment 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 committee's recommendation was *Concurred In* and the said proposed reappointment of Ms. Marian Pritzker as a member of the Chicago Public Library Board was *Approved* by yeas and nays, as follows:

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

Nays -- None.

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

REAPPOINTMENT OF SAN LUONG O AS MEMBER
OF CHICAGO PUBLIC LIBRARY BOARD.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the reappointment of San Luong O as a member of the Chicago Public Library Board for a term ending June 30, 2000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the reappointment 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 committee's recommendation was *Concurred In* and the said proposed reappointment of San Luong O as member of the Chicago Public Library Board was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

AMENDMENT OF TITLE 2, CHAPTER 151 OF MUNICIPAL
CODE OF CHICAGO BY RESTRUCTURE OF
EMPOWERMENT ZONE COORDINATING
COUNCIL.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 10, 1997.

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 an amendment to Title 2, Chapter 151 of the Municipal Code of the City of Chicago necessary to restructure the Empowerment Zone Coordinating Council, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, In Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66), the Congress of the United States authorized the United States Department of Housing and Urban Development to designate not more than six (6) empowerment zones and not more than sixty-five (65) enterprise communities in urban areas of the United States; and

WHEREAS, Empowerment zones and enterprise communities are authorized for economically disadvantaged areas, and are intended to be

areas of concentrated economic development activity, developed through implementation of strategic plans involving economic opportunity, sustainable community development, community-based partnerships, and strategic vision for change of the affected community; and

WHEREAS, Pursuant to ordinances passed by the City Council of the City of Chicago on April 13, 1994 (published at pages 48392 -- 48393 of the Journal of Proceedings of the City Council of that date) and on May 18, 1994 (published at pages 50685 -- 50708 of the Journal of Proceedings of the City Council of that date), the City's Commissioner of Planning and Development submitted the City's application for designation of one (1) empowerment zone and/or one (1) or more enterprise communities within eligible areas in the City; and

WHEREAS, The United States Department of Housing and Urban Development approved the City's application for designation of an Empowerment Zone on December 21, 1994; and

WHEREAS, As an empowerment zone awardee, the City, through the State of Illinois, is entitled to receive Title XX grant funds from the United States Department of Health and Human Services; and

WHEREAS, Pursuant to an ordinance which was passed by the City Council on June 14, 1995 ("Establishment Ordinance"), the City established an Empowerment Zone Coordinating Council, as envisioned in the strategic plan which the City and the State filed in order to obtain designation of portions of the City as an empowerment zone by the United States Department of Housing and Urban Development; and

WHEREAS, The Empowerment Zone Coordinating Council has been active since January 5, 1996; and

WHEREAS, In order to improve the efficiency of the Empowerment Zone Program, the City wishes to restructure the Empowerment Zone Coordinating Council by amending the Establishment Ordinance pursuant to the terms of the ordinance; now, therefore,

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

SECTION 1. Section 2-151-020 of the Municipal Code of Chicago is amended by deleting the current text of that section and replacing it with the following:

2-151-020 Coordinating Council Established -- Membership.

The Empowerment Zone/Enterprise Community Coordinating Council is hereby created. The council shall consist of 17 members, a majority of whom shall be residents of the E.Z./E.C. areas or representatives of business

or organizations located within the E.Z./E.C. areas. Membership shall be allocated as follows:

(1) Nine community representative members appointed by the mayor with the advice and consent of the city council. Of these, two community members shall be appointed to represent each of the three non-contiguous areas comprising the E.Z., and one community member shall be appointed from each of the proposed E.C.s community representative members must be residents of an E.Z. area or a proposed E.C.

(2) Three business representative members appointed by the mayor with the advice and consent of the city council. Business representative members shall represent businesses located with the E.Z./E.C. areas, including businesses that have a potential to provide employment to E.Z. and E.C. residents.

(3) Three government members as follows:

One member appointed by the governor to represent that office; one member appointed by the president of the Cook County Board in a manner consistent with law to represent that office; and one representative of the city's department of planning and development, appointed by the mayor.

(4) One at-large business representative, appointed by the mayor with the advice and consent of the city council.

(5) One at-large member appointed by the mayor with the advice and consent of the city council to represent the community of people with disabilities within the city.

Members of the coordinating council shall serve for a term which shall expire on September 30, 1999, or until their respective successors are appointed and qualified. Thereafter, members shall serve terms of two years or until their successors are appointed and qualified. Members may be reappointed.

SECTION 2. Section 2-151-030 is amended by deleting the current text of that section and replacing it with the following:

2-151-030 Nomination Procedure.

All community representatives, business representatives and at-large members shall be selected through a community-driven nomination process, in which any interested person may nominate any eligible person to the mayor. In order to be eligible, a nominee must (a) be within one of the categories of membership described in section 2-151-020; (b) be at least 18

years of age; and (c) give his or her consent to the nomination. Nominations shall be solicited from local and city-wide organizations, and from the public at large. No later than 60 days before the expiration of terms, the coordinating council shall announce through appropriate advertisement and distribution of information that nominations will be accepted in accordance with this section. A nomination must be in writing and shall include the category or categories for which the nominee is eligible. Nominations must be submitted to the mayor no sooner than 45 days and no later than 30 days prior to the beginning of the term for which a person is nominated; provided, however, that nominations for the restructured coordinating council created pursuant to the terms of this amendatory ordinance shall be submitted within 30 days after the effective date of this ordinance. Selection of community representatives, business representatives and at-large members shall be limited to nominations received by the mayor within the specified time period.

SECTION 3. The members of the Empowerment Zone/Enterprise Community Coordinating Council in existence on the date prior to the effective date of this ordinance shall continue as members of the Coordinating Council and shall perform all functions of the Coordinating Council until the restructured Coordinating Council authorized by this ordinance has been appointed and confirmed. Upon the passage and approval of this ordinance, this ordinance shall be in full force and effect.

AMENDMENT OF TITLES 2, 10 AND 17 OF MUNICIPAL CODE
OF CHICAGO BY TRANSFER OF CERTAIN OPERATIONS
FROM DEPARTMENT OF STREETS AND
SANITATION TO DEPARTMENT
OF TRANSPORTATION.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 10, 1997.

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 the Municipal Code of Chicago necessary to transfer certain operations from the Department of Streets and Sanitation to the Department of Transportation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Regarding the two (2) offices within the Department of Planning and Development commonly known as (1) the Division of Maps and Plats and (2) the Division of Street and Alley Vacations, both offices are hereby transferred to and made a part of the Department of Transportation. Regarding the office within the Department of Streets and Sanitation commonly known as the Division of Skyway Construction/Maintenance/Daily Operations, the skyway construction portion of that office is hereby transferred to and made a part of the Department of Transportation;

provided, however, that the maintenance and daily operations portions of that office shall remain within the Department of Streets and Sanitation.

SECTION 2. Chapter 2-76 of the Municipal Code of Chicago is hereby amended by deleting existing Sections 2-76-230 through 2-76-250, inclusive.

SECTION 3. Section 2-102-010 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

2-102-010 Establishment -- Composition.

An executive department of the government of the city, to be known as the department of transportation, is hereby established. The department shall include a commissioner and such other personnel as may be provided for in the annual appropriation ordinance. All officers and employees of the department shall be under the direction and supervision of the commissioner of transportation and shall perform the duties required of them by the commissioner or by the provisions of this code. *The department shall include such divisions as may be necessary or desirable to enable the performance of the duties of the commissioner as set forth in this code.*

SECTION 4. Section 2-102-030 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

2-102-030 Commissioner -- Powers And Duties

The commissioner of transportation shall have the following powers and duties:

* * * * *

(k) to establish fees for the service of the [board of underground] *office of underground coordination* established pursuant to Section 2-120-300 of this code, and to negotiate and execute agreements with non-governmental members of the [board] *office* for their financial support of the [board's] *office's* activities;

* * * * *

(n) *to manage and control all matters pertaining to house numbers and street numbers, all matters pertaining to the maps and plats of the city relating to its watercourses, geographical aspects, public ways or other public places and all matters pertaining to the keeping of the*

records of maps and plats recorded in the city, and to make all maps and plats which may be required by any department of the city, if not made by another department of the city;

(o) to manage and control all matters pertaining to the annexation, disconnecting or altering of any boundaries or other corporate limits of the city, all matters pertaining to the establishment, dedication, alteration or vacation of the public ways, and all matters pertaining to the review and approval of plats of subdivision, resubdivision or consolidation, including the boundaries and designations of public ways, blocks, and lots, and to examine, as ex officio examiner of subdivisions, any map or plat of subdivision, resubdivision or consolidation of any piece or parcel of land situated within the city presented or submitted to him or her for approval, and upon approving such document, to so certify.

SECTION 5. Chapter 2-102 of the Municipal Code of Chicago is hereby amended by inserting new Sections 2-102-080 and 2-102-090, as follows:

2-102-080 Legal Descriptions, Vacations -- Fees.

Every person, other than officials and employees of the city acting in their official capacities, who shall obtain the assistance of the department of transportation for legal descriptions or official house number certificates of real property in the city shall pay a fee of \$5.00 for each description or certificate.

Whenever the city council has authorized the preparation of an ordinance for the vacation of the public way, the department of transportation official who is responsible for maps and plats shall charge and collect from the applicant or beneficiary a fee of \$50.00 for the preparation of the ordinance and related work.

2-102-090 Sale Of Maps And Plats.

The department of transportation shall place on sale copies of city maps and plats of such kind and at such price as the city council has or shall hereafter determine by ordinance.

SECTION 6. Sections 2-120-300, 2-120-310 and 2-120-720 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

2-120-300 Establishment -- Powers And Duties.

A board of underground is hereby established and it shall henceforth be known as the office of underground coordination. The [board] office shall

consist of representative of the following: the department of transportation, the department of streets and sanitation, the departments of water, the department of sewers and the department of planning and development; each public utility that provides utility service within the city and that chooses to participate in the [board] *office*; and, at the invitation of the commissioner of transportation, other city departments and agencies, other governmental entities, and users of space under the public way. Each represented department shall designate a representative to attend meetings of and assist in the operations of the [board] *office*. The representative of the department of transportation shall be the chairperson of the [board] *office*.

The primary purpose of the [board] *office* shall be to promote efficiency of work in the public way, to reduce the risk of damage to existing underground facilities, and to reduce the inconvenience to the public caused by work in the public way. In order to fulfill this purpose, the [board] *office* shall do the following:

- (a) coordinate the exchange, review and planning of the annual and five-year capital improvement plans and schedules of the [board] *office's* member agencies, and oversee the resolution of identified construction conflicts;
- (b) where determined appropriate by the commissioner of transportation, review design requests, contract plans, proposed vacations and dedications of real property, and applications for permits for construction in or adjacent to the public way, in order to assess the impact of any proposed or contemplated work on existing or contemplated facilities;
- (c) assist and coordinate any necessary changes in the plans for any such work, as indicated in its review under subsection (b) of this section;
- (d) issue guidelines for the review and examination of plans and construction permits for work in or adjacent to the public way;
- (e) advise the commissioner of transportation on the establishment of a fee schedule for the [board's] *office's* services;
- (f) establish committees for the performance of its work, including an executive committee consisting of the [board's] *office's* chairperson and representatives of participating public utilities.

2-120-310 Cooperation With [Board] *Office*.

No Department or agency of the city government shall [§]perform or permit work in or adjacent to the public way, unless the work complies

with guidelines issued by the [board of underground] *office of underground coordination* under subsection (d) of section 2-120-300.

2-120-720 Landmarks -- Notice Of Designation.

Immediately following official designation by the city council, the commission shall notify the department of buildings of the city of Chicago of the designation. The commission shall also, within 10 days of the official designation, send a certified copy of the ordinance designating the property and a summary of the effects of designation to the owner of the property by certified mail, return receipt requested. The commission shall also file with the recorder of deeds of Cook County, the assessor of Cook County, [the division of maps and plats of the department of planning and development of the city of Chicago] *the commissioner of transportation, responsible for maps and plats*, and all other relevant city departments, a certified copy of the designation ordinance.

SECTION 7. Section 10-4-050 through 10-4-080, inclusive, and Sections 10-4-150 and 10-4-170 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

10-4-050 Assignment Of Numbers.

The [commissioner of planning and development] *commissioner of transportation, responsible for maps and plats*, shall assign or cause to be assigned the legal number at the entrance to any residence, place of business, institutional use or principal building that is located on any parcel or real property that has frontage on or access to a dedicated public street.

10-4-060 Information On Numbers.

The [commissioner of planning and development] *commissioner of transportation, responsible for maps and plats*, shall inform the owner, agent or person in possession of such premises as to the number thereof at any time upon demand and upon payment of the proper fee.

10-4-070 Alteration Of Numbers.

(a) Whenever any house or building shall have been numbered or renumbered, in accordance with the provisions of this chapter, such number shall not be changed or altered without the consent of the [commissioner of planning and development] *commissioner of transportation, responsible for maps and plats*.

Nothing in this section prevents an owner, manager or developer of a building from displaying on the building, in addition to the assigned number, a trade name, historic name or other device, to identify the building. Every owner, manager or developer who displays such an additional identifier on a building with four or more stories in height in the central business district, shall register the identifier with the [commissioner of planning and development] *commissioner of transportation* within 90 days of the effective date of this ordinance or the initial display of the identifier, whichever is later. "Central Business District" as used in this section is that area delineated as such in section 9-4-010 of this code. Any person who violates this section shall be subject to a fine of not less than \$200.00 and not more than \$500.00 for each offense. Every day that a violation exists shall constitute a separate and distinct offense.

(b) The [commissioner of planning and development] *commissioner of transportation* shall forward within 10 days of receipt to the Chicago Emergency Communications Center all registrations made pursuant to section (a) of this ordinance.

10-4-080 Mistake Or Conflict In Numbering.

In all cases where house or lot numbers have been assigned on any street in pursuance of this chapter, it shall be the duty of the [commissioner of planning and development] *commissioner of transportation, responsible for maps and plats*, to adjust and reassign such numbers as the same may be required; and in all cases where there is a mistake or conflict in numbers said commissioner shall direct and make the proper adjustment of the same.

10-4-150 Irregular Boundaries.

In new subdivisions where the land to be subdivided is bisected, intersected or bounded by diagonal thoroughfares, railroads or Indian boundary lines, or where the boundaries of the land to be subdivided are irregular by reason of the contiguity of rivers or lakes, the arrangement and widths of streets to be laid out in such areas shall be subject to the discretion of the [superintendent of maps as ex officio examiner of subdivisions for the city] *commissioner of transportation, responsible for maps and plats*.

10-4-170 Variations.

In areas of the city where the foregoing requirements in relation to subdivisions cannot consistently be carried out, the arrangement, location and width of the public streets and alleys shall conform as nearly as may

be to the surrounding territory, and such variation therefrom as may be necessary shall be subject to the discretion of the [superintendent of maps as ex officio examiner of subdivisions for the city] *commissioner of transportation, responsible for maps and plats.*

SECTION 8. Subsection (5)(a) of Section 9.9, and Subsection (5)(a) of Section 10.14, both of Title 17 of the Municipal Code of Chicago, are hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

9.9 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 under subsection (6) of this section, shall be permitted within 500 feet of any major route. Major route shall mean: a) Lake Shore Drive, b) all expressways or tollroads so designated by the bureau of maps and plats, department of [public works] *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) any street so designated by amendment to this title by the city council, if the face thereof is visible therefrom. 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.

* * * * *

10.14 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 under subsection (6) of this section, shall be permitted within 500 feet of any major route. Major route shall mean: a) Lake Shore Drive, b) all expressways or tollroads so designated by the bureau of maps and plats, department of [public works] *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) any street so designated by amendment to this title by the city council if the face thereof is visible

therefrom. 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.

SECTION 9. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF YEAR XXIII COMMUNITY DEVELOPMENT
BLOCK GRANT ORDINANCE NECESSARY TO ALLOCATE
FUNDS FOR IMPLEMENTATION OF INDUSTRIAL
DEVELOPMENT INITIATIVES IN BURNSIDE
INDUSTRIAL CORRIDOR.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 10, 1997.

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 an amendment to the Year XXIII Community Development Block Grant Ordinance necessary to allocate funds for the implementation of industrial development initiatives in the Burnside Industrial Corridor, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On November 13, 1996, the City Council of the City of Chicago passed an ordinance authorizing submission of the City's Final Statement of Objectives and Projected Use of Year XXIII entitlement funds, unexpected funds of prior federal years and related revenues (hereinafter "the Year XXIII C.D.B.G. Ordinance") to the United States Department of Housing and Urban Development; and

WHEREAS, It is desirable to allocate funds for the implementation of industrial development initiatives in the Burnside Industrial Corridor; and

WHEREAS, Section 6 of the Year XXIII C.D.B.G. Ordinance requires the City Council's approval of any grant over Fifty Thousand Dollars (\$50,000) which is not included by specific designation in the ordinance; now, therefore,

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

SECTION 1. The Year XXIII C.D.B.G. Ordinance as heretofore amended is hereby further amended by striking the words and figures and inserting the words and figures indicated in the attached Exhibit A.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

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

*Exhibit "A".**Amendment To The Year XXIII Community
Development Block Grant Ordinance.*

Code	Department And Item	Strike Amount	Insert Amount
Fund 097	Community Development Block Grant Year XXIII Fund		
08/1005	Department Of Planning And Development		
2540	Industrial Area Redevelopment		
2540.0140	Professional And Technical Services		
	Southeast Chicago Development Commission		\$75,000

AUTHORIZATION FOR AMENDMENT OF YEAR XXIII
COMMUNITY DEVELOPMENT BLOCK GRANT
ORDINANCE NECESSARY TO ALLOCATE
FUNDS TO SPECIFIC DELEGATE
AGENCIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 10, 1997.

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 an amendment to the Year XXIII Community Development Block Grant Ordinance necessary to allocate funds to specific delegate agencies, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance passed by the City Council of the City of Chicago (the "City") on November 13, 1996, the City Council authorized submission of the City's Consolidated Plan containing the statement of objectives and projected use of Community Development Block Grant ("C.D.B.G.") entitlement funds for Year XXIII, unexpended funds of prior federal years and related revenues and appropriated those funds (the "Year XXIII C.D.B.G. Ordinance"); and

WHEREAS, Pursuant to the Year XXIII C.D.B.G. Ordinance, the award of any grant over Fifty Thousand Dollars (\$50,000) in any program is subject to review and approval by the Council; and

WHEREAS, The City desires to assist homeless providers citywide in the delivery of shelter and services to Chicago's homeless population for the remaining months of 1997; and

WHEREAS, The City has an interest in further supporting the delivery of emergency food to the citizens of Chicago; and

WHEREAS, The City desires to further amend the Year XXIII C.D.B.G. Ordinance to allocate funds to delegate agency contracts for the Department of Human Services; now, therefore,

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

SECTION 1. The Year XXIII C.D.B.G. Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in Exhibit A attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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

Exhibit "A".

Amendments To Year XXIII Fund.

Fund 097 -- Community Development Block Grant Year XXIII Fund

Code	Department And Item	Strike Amount	Add Amount
	Department Of Human Services -- 53		
	Homeless Services -- 2570		
0140	Professional and Technical Services		
	Beacon Therapeutic	\$125,000	\$250,000
	Chicago Clergy Association	157,150	314,300

Code	Department And Item	Strike Amount	Add Amount
	Deborah's Place	\$ 54,922	\$ 108,903
	Outreach Mission Christian Center	0	108,697
	The Port	0	82,500
	Reach Out and Touch	62,500	125,000
	Seniors of the Third Ward	124,100	249,100
	Teen Living Programs (Belfort House)	22,500	45,000
	Teen Living Programs (SCORE)	22,500	57,500
	Teen Living Programs (PROP)	22,500	45,000
	Thresholds	107,000	214,000
	Vendors TBD	901,828	0
	Department Of Human Services -- 53		
	Emergency Food -- 2525		
9102	Special Program Costs		
	Operation Brotherhood	12,000	24,000
	Saint Augustine's Center	36,000	72,000
	Vendor TBD	273,886	225,886

AMENDMENT OF PREVIOUSLY PASSED ORDINANCES BY
REVISION OF VARIOUS ENTERPRISE ZONE
PROJECT DESCRIPTIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 10, 1997.

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 ordinances previously passed necessary to implement various Empowerment Zone Coordinating Council recommendations, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, 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 ("H.U.D.") to designate not more that six (6) empowerment zones and not more than sixty-five (65) enterprise communities in urban areas of the United States; and

WHEREAS, Empowerment zones and enterprise communities are intended to be areas of concentrated economic development activity, developed through implementation of strategic plans involving economic opportunity, sustainable community development, community-based partnership 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 the Department of Planning and Development submitted the City's application ("Strategic Plan") for designation of one (1) empowerment zone and/or one (1) or more enterprise communities within eligible areas in the City; and

WHEREAS, H.U.D. approved the City's application of 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 ("Coordinating Council") was created for various purposes related to the Empowerment Zone and Enterprise Communities, including the coordination of the implementation and periodic revision of E.Z./E.C. Strategic Plan, advising the City and other participating governments on all aspects of Strategic Plan implementation, including allocation of empowerment zone/enterprise community funds ("E.Z. funds") awarded to the City for its E.Z. in accordance with the Strategic Plan; and to receive, review and make recommendations on all applications for allocation of E.Z. funds; and

WHEREAS, Chapter 2-151 also provided that the Coordinating Council shall submit its recommendations for use of E.Z. funds to the City Council for final action; and

WHEREAS, The Coordinating Council had issued requests for proposals for the use of E.Z. funds, has considered various proposals and has recommended approval of several proposals to the City Council of the City; and

WHEREAS, Based upon the recommendations of the Coordinating Council, the City Council has passed certain ordinances authorizing the Commissioner of the Department of Planning and Development to provide E.Z. funds to certain applicants described in these ordinances to perform the projects described in the ordinances; and

WHEREAS, Due to changing circumstances which occurred after the passage by the City Council of these ordinances, certain of these projects, as listed below in this ordinance, have changed in nature, although the amount of E.Z. funds to be disbursed to these applicants subject to the terms of the earlier ordinances will remain the same; and

WHEREAS, The Department of Planning and Development wishes the City Council to approve the revisions to the project descriptions of these projects; and

WHEREAS, In light of the changing nature of market conditions affecting these projects, the City Council wishes to authorize the Commissioner of the Department of Planning and Development, upon receiving the recommendation of the Coordinating Council to make further changes to the project descriptions, to make such further changes as he deems reasonably necessary to implement such recommendations, provided that these changes do not affect the aggregate amount of E.Z. funds which will be expended on the projects; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated herein.

SECTION 2. The project descriptions contained in the ordinances identified below shall be revised as follows:

A. The description of Project Number 105, which appears in an ordinance passed by the City Council on September 11, 1996 and which was published in the Journal of Proceedings of the City Council at pages 28145 -- 28146 of that date, shall be revised as follows:

Effie Ellis Community:

Number 105: Center for New Horizons, Inc.

4150 South Dr. Martin Luther King, Jr. Drive, Chicago, Illinois
60653

Project Location: 4545 South Drexel Boulevard

Recommended: One Million Dollars (\$1,000,000)

The applicant proposes to rehabilitate an historic building located at 4545 South Drexel to house a range of services which may include child care, Head Start, training for home day care providers, family services, job development, parent education, counseling, mini-grocery store, fitness classes, and senior services.

B. The description of Project Number 099, which appears in an ordinance passed by the City Council on September 11, 1996 and which was published in the Journal of Proceedings of the City Council at page 28160 of that date, shall be revised as follows:

Allison Foundation Youth Futures:

Number 099: Allison United Foundation for Better Living

4520 West Washington Boulevard, Chicago, Illinois 60624
(WEZ/WEC)

Recommended: Four Hundred Thirty Thousand Dollars (\$430,000)

The Allison United Foundation for Better Living proposes to acquire and rehabilitate a building located at 4540 West Washington Boulevard for use as a multi-functional youth center focusing on education and employment.

C. The description of Project Number 141, which appears in an ordinance passed by the City Council on February 26, 1997 and published in the Journal of Proceedings of the City Council at page 40045 of that date, shall be revised as follows:

Number 141: Boulevard Arts Center

Arts Business Incubator

Recommended: Six Hundred Ninety-three Thousand Dollars
(\$693,000)

Boulevard Arts Center will purchase and repair its current facilities located at 6011 South Justine Street for its Arts Business Incubator for local cultural economic development. Boulevard Arts Center will also acquire the building located at 6019 South Ashland Avenue for use as an Artisan Store.

D. The description of Project Number 41, which appears in an ordinance passed by the City Council on September 11, 1996 and which was published in the Journal of Proceedings of the City Council at page 28148 -- 28149 of that date, shall be revised as follows:

Project Name: Proyecto Mejor Salud

Project Number 41

The project will consist of two (2) components. Each component will entail a contract with a separate entity, as follows:

1. Sinai Family Health Center

Recommended: Eight Hundred Eighty-five Thousand Dollars
(\$885,000)

Sinai will construct a two (2) story, sixteen thousand (16,000) square foot building (at a location to be acceptable to the Commissioner) consisting of exam rooms, offices and labs, in order to increase the delivery of health services in the Pilsen-Little Village area.

2. Lawndale Christian Health Center ("L.C.H.C.")

Recommended: Two Hundred Fifty Thousand Dollars (\$250,000)

L.C.H.C. will rehabilitate the building located at 3812 West Ogden Avenue in order to increase the health services provided to the Pilsen-Little Village and West Clusters.

E. The description of Project Number 335, which appears in an ordinance passed by the City Council on September 11, 1996 and which was published in the Journal of Proceedings at page 28149 of that date, is revised as follows:

Catholic Health Partners ("C.H.P.") doing business as Saint Anthony's Hospital

Recommended: Nine Hundred Seventy-seven Thousand Forty-nine Dollars (\$977,049)

C.H.P. will increase the primary health care capacity in the Pilsen-Little Village community by expanding its existing programs which may include health education and outreach, substance abuse treatment for women and children, and a vocational training/employment component.

F. The description of Project Number 346, which appears in an ordinance passed by the City Council on February 26, 1997 and which was published in the Journal of Proceedings at pages 40042 -- 40043 of that date, is revised as follows:

Near North Health Services Corporation

Recommended: Seven Hundred Fifty Thousand Dollars (\$750,000)

Near North Health Services Corporation ("N.N.H.S.C.") will purchase and rehabilitate the Claude B. Holman Neighborhood Health Center ("Holman Health Center") from the City of Chicago in order to serve the Kenwood, Oakland and Grand Boulevard communities. In addition, N.N.H.S.C. will build a new and expanded health center adjacent to the Holman Health Center to replace the health center previously operated at 43rd and Vincennes. The new facility will permit N.N.H.S.C. to provide services which may include Obstetrics/Gynecology, internal medicine, pediatric and nutrition services, laboratory, x-ray and social services.

G. The description of Project Number 294, which appears in an ordinance passed by the City Council on September 11, 1996 and which was published in the Journal of Proceedings at page 28162 of that date, is revised as follows:

Grant Park Expansion:

Number 294: Chicago Park District

425 East McFetridge Drive, Chicago, Illinois 60605

Project Location: 300 North Central Park Avenue (WEZ/WEC)

Recommended: One Million Four Hundred Fifty-eight Thousand Seven Hundred Dollars (\$1,458,700)

This project seeks funds for preconstruction services and for the rehabilitation of the Garfield Park Conservatory Entry Pavilion.

SECTION 3. The Commissioner of the Department of Planning and Development is authorized to provide E.Z. funds to the parties described above for the respective purposes and amounts described above, subject to terms and conditions deemed acceptable to the Commissioner and in accordance with the goals and purposes of the federal empowerment zone legislation. The Commissioner is authorized to execute all necessary documents in connection with each transaction authorized by this ordinance.

SECTION 4. Pursuant to recommendations received from the Coordinating Council, the Commissioner of the Department of Planning and Development is authorized to make such further revisions to the project descriptions of the above-described projects as he deems reasonably necessary to implement such recommendations, provided that the revisions on any project do not involve an increase in the amount of E.Z. funds to be expended on such project.

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

AUTHORIZATION FOR AMENDMENT OF 1997
ANNUAL APPROPRIATION ORDINANCE
NECESSARY TO APPROPRIATE
REVENUES FROM TASTE OF
CHICAGO AND OTHER
FESTIVALS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 10, 1997.

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 an amendment to the 1997 Annual Appropriation Ordinance necessary to appropriate revenues from the Taste of Chicago and other festivals, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 1997 appropriates Sixteen Million One Hundred Twenty-one Thousand Dollars (\$16,121,000) in estimated revenues in Fund 356 -- Special Events Fund, and whereas the 1997 appropriation for Fund -- 356 includes Fourteen Million Five Hundred Eight Thousand Five Hundred Twenty-two Dollars (\$14,508,522) for special events projects of the Mayor's Office of Special Events; and

WHEREAS, The actual revenues generated by the 1997 Taste of Chicago and other festivals contributed to total fund revenue of Eighteen Million Six Hundred Twenty-one Thousand Dollars (\$18,621,000); and

WHEREAS, The City desires to amend the Appropriation Ordinance for the year 1997 to appropriate Two Million Five Hundred Thousand Dollars (\$2,500,000) in excess of revenues previously appropriated to the Mayor's Office of Special Events in order to fund operating expenses related to the Taste of Chicago and other 1997 events; now, therefore,

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

SECTION 1. The Appropriation Ordinance for the year 1997 is hereby amended according to Exhibit A.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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

Exhibit "A".

*Estimates Of Assets And Liabilities As Of
January 1, 1996/Estimates Of The
Amount Of Such Assets And
Revenue Which Are
Appropriable For
The Year 1996.*

Fund 356 -- Special Events Revenue Fund

	Strike Amount	Add Amount
Estimated Revenue for 1997:		
Fees	\$14, 321,000	\$16,821,000
Total Appropriable for Charges and Expenditures	16,121,000	18,621,000
Mayor's Office Of Special Events -- 24		
For Specific Purposes General -- 9400		
9801 Special Event Project	14,508,522	17,008,522

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION
AND AMENDMENT TO 1997 ANNUAL APPROPRIATION
ORDINANCE NECESSARY 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, September 10, 1997.

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 1997 Annual Appropriation Ordinance necessary to reflect an increase in the amount of grant funds received from federal, state and private agencies, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the Year 1997 of the City of Chicago (the "City") contains estimates of revenues receivable as

grants from agencies of the state and federal governments and public 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 public and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by these entities 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 Cultural Affairs has been awarded state grant funds in the amount of One Hundred Thousand Dollars (\$100,000) by the Illinois Department of Commerce and Community Affairs which will be used to renovate the City's historic water tower; and

WHEREAS, The City through its Department of Health has been awarded state grant funds in the amount of Ninety-one Thousand Dollars (\$91,000) by the Illinois Department of Public Health which will be used to provide health care workers who will conduct investigations of toxic substance exposure in certain households in the City; and

WHEREAS, The City through its Department on Aging has been awarded additional funds in the amount of Thirty-eight Thousand Dollars (\$38,000) by various public and private agencies which will be used to support the senior games event hosted by the City in conjunction with the Chicago Park District; and

WHEREAS, The City through its Department of Human Services has been awarded additional federal grant funds in the amount of Five Hundred Thirty-eight Thousand Dollars (\$538,000) by the United States Department of Housing and Urban Development which will be used for the Supportive Housing Program; and

WHEREAS, The City through its Department of Human Services has been awarded additional federal grant funds in the amount of One Million Eight Hundred Eighty-nine Thousand Dollars (\$1,889,000) by the Illinois Department of Commerce and Community Affairs which will be used for the Community Services Block Grant Program; and

WHEREAS, The City through its Department of Human Services has been awarded additional federal grant funds in the amount of Eleven Thousand Dollars (\$11,000) by United States Department of Health and Human Services which will be used for the Early Head Start Program; and

WHEREAS, The City through its Department of Environment has been awarded federal grant funds in the amount of Forty-four Thousand Dollars (\$44,000) by the International Council for Local Environmental Initiatives which will be used for the Climate Wise Program; and

WHEREAS, The City through its Department of Environment has been awarded grant funds in the amount of Eighty-two Thousand Dollars (\$82,000) by IMC Global Inc. which will be used for programs associated with landscape care and improvement; and

WHEREAS, The City through its Chicago Public Library has been awarded additional federal grant funds in the amount of Twenty-eight Thousand Dollars (\$28,000) by the Illinois State Library which will be used to initiate, implement and expand library services and programs to the citizens of the City; now, therefore,

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

SECTION 1. The sum of Two Million Eight Hundred Twenty-one Thousand Dollars (\$2,821,000) not previously appropriated, representing increased grant awards, has become available for appropriation for the year 1997.

SECTION 2. The sum of Two Million Eight Hundred Twenty-one Thousand Dollars (\$2,821,000) not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 1997, and the Annual Appropriation Ordinance for the Year 1997, as amended, is hereby further amended by striking the words and figures and 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 1997 Appropriation Ordinance, As Amended.*

925 -- Grant Funds

Code	Department And Item	Strike Amount	Add Amount
	Estimate Of Grant Revenue For 1997		
	Awards from Agencies of the Federal Government	\$691,094,093	\$693,604,093
	Awards from Agencies of the State Government	69,804,000	69,995,000
	Awards from Public and Private Agencies	6,561,000	6,681,000
23	Department Of Cultural Affairs		
	Tourism Attraction Grant -- Historic Water Tower Renovation		100,000
41	Department Of Health		
	Investigation of Toxic Substance Exposure		91,000
47	Department Of Aging		
	Chicago Department on Aging Special Initiatives	10,000	48,000

Code	Department And Item	Strike Amount	Add Amount
53	Department Of Human Services		
	Supportive Housing -- H.U.D. 1996	\$1,896,000	\$ 2,434,000
	Community Services Block Grant	9,311,000	11,200,000
	Early Head Start Program Initiative	648,000	659,000
72	Department Of Environment		
	Climate Wise Program		44,000
	Improving Our Living Environment		82,000
91	Chicago Public Library		
	Library Services and Construction Act (L.S.C.A.) -- Title I	838,000	866,000

AUTHORIZATION FOR ALLOCATION OF FUNDS AND EXECUTION
OF GRANT AGREEMENTS WITH VARIOUS COMMUNITY
HOUSING DEVELOPMENT ORGANIZATIONS
NECESSARY TO IMPLEMENT HOME
INVESTMENT PARTNERSHIP
PROGRAM.

The Committee on the Budget and Government Operations submitted the
following report:

CHICAGO, September 10, 1997.

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 allocation of funds and execution of grant agreements between the City of Chicago and various Community Housing Development Organizations necessary to implement the HOME Investment Partnership Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), is a home rule unit of government under 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-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq. (the "Act"), authorizing, inter alia, the HOME Investment Partnerships 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 ("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 1997 from H.U.D. in the amount of Twenty-eight Million Six Hundred Seventy-five Thousand Dollars (\$28,675,000) (the "1997 Funds"); and

WHEREAS, D.O.H. desires to use Seven Hundred Fifty Thousand Dollars (\$750,000) of the 1997 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 through fully set forth herein.

SECTION 2. Subject to 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 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.

AUTHORIZATION FOR TRANSFER OF YEAR 1997 FUNDS
WITHIN COMMITTEE ON ZONING.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1997 within the City Council Committee on Zoning, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1997. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1997 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2275	0300	\$2,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Contractual Services	100	15-2275	0100	\$2,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Zoning during the year 1997.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR AMENDMENT OF 1997 ANNUAL
APPROPRIATION ORDINANCE REGARDING CERTAIN
WAGE PROVISIONS AND SALARIES WITHIN
BOARD OF ETHICS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the 1997 Annual Appropriation Ordinance within the Board of Ethics, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by four members of the committee, with three dissenting votes.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 46.

Nays -- Aldermen Buchanan, Austin -- 2.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1997, as heretofore amended, is hereby further amended by striking the words and figures and inserting the words and figures indicated in the attached Exhibit A.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

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

Exhibit "A".

*Amendment To The 1997 Annual Appropriation
Ordinance, As Amended.*

100 -- Corporate Fund.

Code	Department And Item	Number	Strike Amount	Number	Insert Amount
	Board Of Ethics -- 78				
	Administration -- 3005				
9978	Executive Director	1	60,288	1	\$ 85,200
9684	Deputy Director	1	48,828	2	64,044
0303	Administrative Assistant III			1	28,740
9718	Investigator -- Ethics			2	40,440

Code	Department And Item	Number	Strike Amount	Number	Insert Amount
	Less Turnover				\$ 157,944
	Finance General --99				
	Other Operating Expenses -- 2005				
0011	Contract Wage Increment -- Salary		\$16,600,000		\$16,544,152

COMMITTEE ON BUILDINGS.

APPOINTMENT OF MR. JEROME F. READY AND MR. PETER MARINOPOULOS AS MEMBERS OF BOARD OF EXAMINERS OF MASON CONTRACTORS.

The Committee on Buildings submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration the proposed appointments of Jerome F. Ready, reappointed and Pete Marinopoulos to succeed Kenneth P. Lambert, who resigned, as members of the Board of Examiners of Mason Contractors for terms expiring April 30, 1998 (which were referred on July 30, 1997), begs leave to recommend that Your Honorable Body do *Approve* the appointments 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 Stone, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Jerome F. Ready and appointment of Mr. Peter Marinopoulos as members of the Board of Examiners of Mason Contractors were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

AMENDMENT OF TITLE 13, CHAPTER 8 OF MUNICIPAL
CODE OF CHICAGO CONCERNING POSTING OF
SIGNS ON STRUCTURES IN VIOLATION
OF BUILDING CODE.

The Committee on Buildings submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration an ordinance relating to the posting of signs on structures in violation of the Building Code of the Municipal Code of Chicago (which was referred to the

committee on July 30, 1997) begs leave to recommend that Your Honorable Body do *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the committee.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 13-8 of the Municipal Code of Chicago is hereby amended by adding a new Section 13-8-105, as follows:

*13-8-105 Buildings In Violation Of The Building Code --
Commissioner's Power To Post And Publish Notice.*

(a) Whenever a court or administrative hearing officer has determined that a building is in violation of the building code, as defined in section 1-4-090(h) of this code, the building commissioner shall have authority to place a sign which is visible to the public on or near the building to provide public notice of the violation. The sign may state the address of the building, the owner or owners of record of the building, other information identifying the owner, the nature of the violation and any relevant information pertaining to pending administrative hearing or court proceedings.

(b) Whenever the building commissioner has cause to issue a violation notice for an alleged violation of the building code, as defined in section 1-4-090(h) of this code, the building commissioner shall be authorized to have a public notice published in one or more newspapers which includes any information relating to the filing of any case in a court of law or administrative tribunal or any other action taken by the city seeking enforcement of the building code.

SECTION 2. Section 13-8-110 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

13-8-110 Removal Of Notice -- Written Permission Required.

It shall be unlawful for any person to remove, cover or obliterate any sign, notice or notices lawfully posted by the building[s] commissioner, without the written permission of the building[s] commissioner.

Any person who removes, covers or obliterates any sign posted pursuant to section 13-8-105(a) without the written permission of the building commissioner shall be subject to a fine up to \$500 and/or incarceration for a period up to six months.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR
ERECTION OF SIGNS/SIGNBOARDS AT
SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration seventeen proposed signs orders (which were referred July 30, August 20, 21 and 25, 1997) pursuant to Section 14-40-120, "Aldermanic Recommendation" of the

Municipal Code of Chicago, begs leave to recommend that Your Honorable Body do *Pass* the sign orders (one -- 1st Ward, two -- 15th Ward, one -- 21st Ward, one -- 25th Ward, one -- 26th Ward, six -- 27th Ward, two -- 29th Ward, one -- 40th Ward and two -- 42nd Ward) transmitted herewith.

One sign from the 42nd Ward was corrected in committee to show 668 North LaSalle versus 660 North LaSalle as submitted.

This recommendation was concurred in by all the members of the committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

1200 North Ashland Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Acme-Wiley Corporation, 2480 Greenleaf Avenue, Elk Grove Village, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Manufacturers Bank, 1200 North Ashland Avenue (east elevation):

Dimensions: length, 55 feet, 1 inch; height, 3 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 42 feet
Total Square Foot Area: 198 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.

2400 North Central Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2400 North Central Avenue:

Dimensions: length, 38 feet, 8 inches; height, 47 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 120.7 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.

605 North Clark Street.

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 Rainforest Cafe, 605 North Clark Street (faces north):

Dimensions: length, 23 feet, 3 inches; height, 10 feet, 3 inches
Height Above Grade/Roof to Top of Sign: 33 feet, 6 inches
Total Square Foot Area: 283.3 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.

348 North Clinton Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Diamond Outdoor Advertising, 1200 East Golf Road, Des Plaines, Illinois 60016, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 348 North Clinton Street:

Dimensions: length, 48 feet; height, 15 feet
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 720 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.

5600 West Fullerton Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Walgreens, 5600 West Fullerton Avenue:

Dimensions: length, 38 feet, 8 inches; height, 47 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 120.7 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.

7647 South Kedzie Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Signs, Inc., 4044 McDonough Street, 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 Desitter Carpets, Inc., 7647 South Kedzie Avenue:

Dimensions: length, 140 feet; height, 5 feet
Height Above Grade/Roof to Top of Sign: 15 feet
Total Square Foot Area: 700 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.

500 West Kinzie Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Diamond Outdoor Advertising, 1200 East Golf Road, Des Plaines, Illinois 60016, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 500 West Kinzie Street:

Dimensions: length, 20 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 15 feet
Total Square Foot Area: 200 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the

Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

555 West Kinzie Street.
(100 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Diamond Outdoor Advertising, 1200 East Golf Road, Des Plaines, Illinois 60016, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 555 West Kinzie Street:

Dimensions: length, 10 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 15 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.

555 West Kinzie Street.
(300 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Diamond Outdoor Advertising, 1200 East Golf Road, Des Plaines, Illinois 60016, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 555 West Kinzie Street:

Dimensions: length, 30 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 15 feet
Total Square Foot Area: 300 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.

699 West Kinzie Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Diamond Outdoor Advertising, 1200 East Golf Road, Des Plaines, Illinois 60016, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 699 West Kinzie Street:

Dimensions: length, 48 feet; height, 15 feet
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 720 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.

668 North LaSalle Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Process Welding & Fabrication, Inc., 18267 Casey Road, Grayslake, Illinois 60030, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Retail, 668 North LaSalle Street:

Dimensions: length, 36 feet; height, 10 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 47 feet
Total Square Foot Area: 378 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1920 West Peterson 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 Carrs Honda, 1920 West Peterson Avenue:

Dimensions: length, 32 feet; height, 5 feet

Height Above Grade/Roof to Top of Sign: 15 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.

2348 -- 2354 West Roosevelt Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Express Signs & Lighting Maintenance, Inc., 212 Amendodge, Shorewood, 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 White Castle, 2348 -- 2354 West Roosevelt Road:

Dimensions: length, 8 feet; height, 8 feet, 1 inch

Height Above Grade/Roof to Top of Sign: 35 feet

Total Square Foot Area: 64 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.

740 West Wayman Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Diamond Outdoor Advertising, 1200 East Golf Road, Des Plaines, Illinois 60016, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 740 West Wayman Street:

Dimensions: length, 165 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 23 feet
Total Square Foot Area: 3,300 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.

2835 North Western Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Sign Company, 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Public Storage, 2835 North Western Avenue:

Dimensions: length, 86 feet; height, 2 feet
Height Above Grade/Roof to Top of Sign: 12 feet
Total Square Foot Area: 172 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.

2258 West 62nd.

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 Cineplex Odeon Theater, 2258 West 62nd:

Dimensions: length, 50 feet; height, 6 feet
Height Above Grade/Roof to Top of Sign: 32 feet
Total Square Foot Area: 300 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.

112 West 87th Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Home Depot, 112 West 87th Street:

Dimensions: length, 12 feet; height, 24 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 288 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.

AUTHORIZATION FOR ISSUANCE OF PERMIT FOR FACE
REPLACEMENT IN EXISTING PYLON SIGN/SIGNBOARD
AT 5201 WEST FULLERTON AVENUE.

The Committee on Buildings submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed sign order (which was referred on July 30, 1997) pursuant to Section 14-40-120 "Aldermanic Recommendation" of the Municipal Code of Chicago, authorizing the issuance of a permit for face replacement in existing pylon sign/signboard at 5201 West Fullerton Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed order, which is transmitted herewith.

This recommendation was concurred in by the members of the committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois 60101, for face replacement in existing pylon sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Banco Popular, 5201 West Fullerton Avenue:

Dimensions: length, 13 feet, 6 inches; height, 8 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 115 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

**COMMITTEE ON ECONOMIC AND CAPITAL
DEVELOPMENT.**

**APPOINTMENT OF MS. JULIE M. STASCH AS MEMBER
OF COMMUNITY DEVELOPMENT COMMISSION.**

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a communication signed by Mayor Richard M. Daley appointing Julie M. Stasch as a member of the Community Development Commission for a term expiring February 26, 2002 to succeed Marina Carrott, begs leave to recommend that Your Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

On motion of Alderman Hansen, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Julie M. Stasch as a member of the Community Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

APPROVAL OF DESIGNATION OF WESTERN/111TH STREET REDEVELOPMENT PROJECT AREA.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Richard M. Daley approving the designation of the Western/111th Street Redevelopment Area, begs leave to

recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Community Development Commission of the City of Chicago (the "Commission") is authorized by Chapter 2-124-010 of the Municipal Code of the City of Chicago to designate redevelopment areas and, pursuant to said Chapter 2-124-010, has approved the designation of Western/111th Street Redevelopment Project Area on June 10, 1997 as evidenced by Resolution Number 97-CDC-63; and

WHEREAS, The Western/111th Street Redevelopment Project Area is bounded as follows:

that part of the east half of the southeast quarter of Section 13, Township 37 North, Range 13 East of the Third Principal Meridian, also that part of the east half of the northeast quarter of Section 24, Township 37 North, Range 13 East of the Third Principal Meridian, also that part of the west half of the southwest quarter of Section 18, Township 37 North, Range 14 East of the Third Principal Meridian, and also that part of the west half of the northwest quarter of Section 19,

Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the intersection of the centerline of South Western Avenue with the centerline of West 110th Place; thence east along the centerline of said West 110th Place 200 feet; thence south along a line parallel with the centerline of said South Western Avenue 187.5 feet; thence west along a line parallel with the centerline of said West 110th Place 10 feet; thence south along a line parallel with the centerline of said South Western Avenue 75 feet; thence west along a line parallel with the centerline of said West 110th Place 10 feet; thence south along a line parallel with the centerline of said South Western Avenue 165 feet to the centerline of West 111th Street; thence west along the centerline of West 111th Street 30 feet; thence south along a line parallel with the centerline of said South Western Avenue 354.8 feet, more or less, to the centerline of West 111th Place; thence west along the centerline of West 111th Place 150 feet to the centerline of South Western Avenue; thence north along the centerline of South Western Avenue 67.3 feet to a line 287.3 feet south of and parallel with the centerline of said West 111th Street; thence west along the last described parallel line to the centerline of the first north/south 16 foot alley to its intersection with the centerline of the first east/west 16 foot alley south of West 111th Street; thence west along the centerline of the last described east/west 16 foot alley and said centerline extended westerly across South Artesian Avenue, South Campbell Avenue and South Maplewood Avenue to its intersection with the centerline of the first north/south 16 foot public alley west of said South Maplewood Avenue; thence south along the centerline of the last described north/south 16 foot alley to its intersection with a line 489.18 feet south of and parallel with the said centerline of said West 111th Street; thence west along the last described parallel line 136.6 feet, more or less to the east line of the CSX Transportation Railroad right-of-way (formerly the Baltimore and Ohio Railroad); thence north along the said east railroad right-of-way to the centerline of West 111th Street; thence east along the centerline of said West 111th Street to its intersection with the centerline of South Artesian Avenue; thence north along the centerline of South Artesian Avenue to its intersection with the centerline of the first east/west 16 foot alley north of West 111th Street; thence east along the centerline of the last described east/west 16 foot alley to its intersection with the centerline of the first north/south 16 foot alley west of South Western Avenue; thence north along the centerline of the last described north/south 16 foot alley 116.67 feet, more or less, to a line 282.67 feet, more or less, north of the centerline of West 111th Street; thence east along the last described line to the centerline of South Western Avenue; thence north along the centerline of said South Western Avenue 144.8 feet, more or less, to the point of beginning, all in Cook County, Illinois

; and

WHEREAS, The City Council of the City of Chicago has studied the eligibility of the Western/111th Street Redevelopment Project Area and desires to evidence its approval of the area as a Redevelopment Area; now, therefore,

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

SECTION 1. The designation of the Western/111th Street Redevelopment Project Area is hereby approved.

SECTION 2. This ordinance shall be effective immediately upon its passage and approval.

APPROVAL OF REDEVELOPMENT PLAN FOR WESTERN/111TH
STREET REDEVELOPMENT PROJECT AREA.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Richard M. Daley approving the redevelopment plan for the Western/111th Street Redevelopment Area, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 has heretofore approved the designation of the area described as Western/111th Street Redevelopment Area Project; and

WHEREAS, The Community Development Commission has, pursuant to Resolution Number 97-CDC-63, adopted June 10, 1997, submitted a duly approved Redevelopment Plan dated June, 1997; and

WHEREAS, This body has reviewed the Redevelopment Plan and the recommendations of the Department of Planning and Development and finds that said Plan is in accord with modern principles of urban planning and with the general recommendations of the Chicago Plan Commission for the redevelopment of the area and now desires to evidence its approval of said Redevelopment Plan; now, therefore,

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

SECTION 1. The Western/111th Street Redevelopment Project Area Plan dated June, 1997 is hereby approved.

SECTION 2. This ordinance shall be effective immediately upon its passage and approval.

APPROVAL OF DESIGNATION OF COTTAGE GROVE/43RD STREET
REDEVELOPMENT PROJECT AREA.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance, transmitted with a communication signed by Mayor Richard M. Daley, approving the designation of the Cottage Grove/43rd Street Redevelopment Area, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Community Development Commission of the City of Chicago (the "Commission"), is authorized by Chapter 2-124-010 of the Municipal Code of Chicago to designate redevelopment areas and pursuant to said Chapter 2-124-010 has approved the designation of the Cottage Grove/43rd Street Redevelopment Area on May 13, 1997, by Resolution Number 97-CDC-50; and

WHEREAS, The Cottage Grove/43rd Street Redevelopment Area is bounded as follows:

a tract of land located in the east half of Section 3, Township 38, Range 14 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois described as follows:

beginning at the intersection of the centerline of East 39th Street and the centerline of South Vincennes Avenue; thence south along the centerline of South Vincennes Avenue to its intersection with the centerline of East 46th Street; thence east along the centerline of East 46th Street to its intersection with the centerline of South St. Lawrence Avenue; thence south along the centerline of South St. Lawrence Avenue to its intersection with the centerline of East 47th Street to its intersection with the centerline of South Cottage Grove Avenue; thence north along the centerline of South Cottage Grove Avenue; thence north along the centerline of South Cottage Grove Avenue to its intersection with the centerline of East Oakwood Boulevard; thence west along the centerline of East Oakwood Boulevard to the intersection of the centerline of South Langley Avenue; thence north along the centerline of South Langley Avenue to the intersection of 39th Street; thence west along the centerline of East 39th Street to the point of beginning; and

WHEREAS, The City Council of the City of Chicago has studied the eligibility of the Cottage Grove/43rd Street Redevelopment Area and desires to evidence its approval of the area as a Redevelopment Area; now, therefore,

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

SECTION 1. The designation of the Cottage Grove/43rd Street Redevelopment Area is hereby approved.

SECTION 2. This ordinance shall be effective immediately upon its passage and approval.

APPROVAL OF REDEVELOPMENT PLAN FOR
COTTAGE GROVE/43RD STREET
REDEVELOPMENT PROJECT
AREA.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Richard M. Daley approving the Redevelopment Plan for the Cottage Grove/43rd Street Redevelopment Area, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 ("City Council") has heretofore approved the designation of the area described as the Cottage Grove/43rd Street Redevelopment Area; and

WHEREAS, The Community Development Commission (the "Commission") has approved by Resolution Number 97-CDC-51, adopted on May 13, 1997, the Cottage Grove/43rd Street Redevelopment Plan; and

WHEREAS, The Chicago Plan Commission has approved by Resolution Referral Number 97-092-21, adopted on June 12, 1997, the Cottage Grove/43rd Street Redevelopment Plan; and

WHEREAS, The City Council has reviewed the Cottage Grove/43rd Street Redevelopment Plan and it is the consensus of the City Council that said plan constitutes a redevelopment plan as defined in Chapter 2-124-010 of the Municipal Code of the City of Chicago, and that said plan is in accordance with the modern principals of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the plan; now, therefore,

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

SECTION 1. The Cottage Grove/43rd Street Redevelopment Plan, dated May, 1997, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

COMMITTEE ON EDUCATION.

AMENDMENT OF TITLE 8, CHAPTER 24 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 021 TO FURTHER RESTRICT SALE, DISPLAY AND USE OF UTILITY KNIVES BY MINORS.

The Committee on Education submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration an ordinance to amend Chapter 8-24 of the Municipal Code of Chicago by inserting a new Section 8-24-021, entitled "Sale, Display and Use of Utility Knives", begs leave to report and recommend that Your Honorable Body do *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK J. O'CONNOR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, During the recently concluded school year, searches of students, their clothing and their lockers yielded a distressingly high number of weapons; and

WHEREAS, The results of such searches indicate that the so-called utility knife or box knife has become the weapon of choice for many students, because such knives are easily located in stores, often are easy to steal, are otherwise affordable and are easily concealed; and

WHEREAS, In order to protect the safety of children in the city's schools, it is desirable to limit access to these knives while not eliminating their availability for lawful use; now, therefore,

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

SECTION 1. Chapter 8-24 of the Municipal Code of Chicago is hereby amended by inserting a new Section 8-24-021, as follows:

8-24-021 Sale, Display And Use Of Utility Knives.

(a) As used in this section, a "utility knife" is a knife consisting of a grip and single-edged sharp blade of the type typically used to cut such resistant surfaces as rugs, cardboard boxes, linoleum flooring and the like.

(b) No person shall display or offer for sale any utility knife except by placing the knife either (1) in an area immediately accessible only to an employee of the establishment, and beyond the reach of any customer less than seven feet tall; or (b) in a locked display cabinet, which can only be opened by an employee of the establishment.

(c) No person under the age of 18 shall carry a utility knife on his person, or in the passenger compartment of a motor vehicle. This prohibition shall not apply to a minor using a utility knife for a lawful purpose (1) in his residence, under the immediate supervision of his parent or legal guardian; or (2) in a classroom, at the direction and under the immediate supervision of his teacher; or (3) in his place of lawful employment, at the direction and under the immediate supervision of his adult employer or an adult supervisor. For purpose of clause (3) of this subsection (c), "place of employment" includes an employer's motor vehicle used to transport the employer's tools and equipment, as well as a site where the employer is performing any lawful work.

(d) No person shall sell, offer to sell, give, deliver or offer a utility knife to a person under the age of 18. The prohibition on giving, offering or delivery of a utility knife shall not apply to (1) a parent or legal guardian who gives a utility knife to his minor or ward in the family residence for a lawful use, to be performed within the residence at the direction and under the immediate supervision of parent or legal guardian; or (2) a teacher who gives a utility knife to a minor student, or who allows or directs a minor student to take possession of a utility knife, in a classroom for a lawful use, to be performed in the classroom at the direction and under the immediate supervision of the teacher; or (3) to an adult employer, who gives a utility knife to a minor employee, or who allows or directs a minor employee to take possession of a utility knife, in the place of lawful employment, at the direction and under the immediate supervision of the adult employer or an adult supervisor. For purposes of clause (3) of this subsection (d), "place of employment" includes an employer's motor vehicle used to transport the employer's tools

and equipment, as well as a site where the employer is performing any lawful work.

(e) Any person who violates any provision of this section shall be subject to a fine of not less than \$500 and not more than \$1,000.

SECTION 2. This ordinance shall take effect ten (10) days after its passage and publication.

COMMITTEE ON HISTORICAL LANDMARK
PRESERVATION.

ISSUANCE OF PERMITS, FREE OF CHARGE, FOR RENOVATION
OF BUILDING AT 435 EAST 50TH STREET.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration an order authorizing the issuance of necessary permits, free of charge, for renovation of a building located at 435 East 50th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may by passage of an appropriate order waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	435 East 50th Street
District/Building:	Washington Park Court

for work described as:

renovation of existing building by:

Owner:	Crystal Smith
Owner's Address:	1948 East 72nd Place, Apartment 3
City, state, zip code:	Chicago, Illinois 60649

The fee waiver authorized by this order shall be effective for a one (1) year period after the effective date of this order.

SECTION 2. This order shall be in force and effect upon its passage.

COMMITTEE ON HOUSING AND REAL ESTATE.

APPOINTMENT OF MS. ANA L. VARGAS, MS. LETICIA
MAGDALENO, MR. MICHAEL M. CHIOROS AND
MS. JULIE M. STASCH AS MEMBERS OF
BOARD OF TRUSTEES OF CHICAGO LOW-
INCOME HOUSING TRUST FUND.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 3, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication from The Honorable Richard M. Daley, Mayor, appointing Ana L. Vargas, Leticia Magdaleno, Michael M. Chioros and Julie M. Stasch as members of the Board of Trustees of the Chicago Low-Income Housing Trust Fund for the terms expiring December 31, 1998, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Ana L. Vargas, Ms. Leticia Magdaleno, Mr. Michael M. Chioros and Ms. Julie M. Stasch as members of the Board of Trustees of Chicago Low-Income Housing Trust Fund were *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF MS. KATHLEEN M. ANDERSON,
MR. HERMAN E. DECKYS AND MR. ANTHONY J.
PHILBIN AS MEMBERS OF SOUTHWEST
HOME EQUITY COMMISSION II.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 3, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication from The Honorable Richard M. Daley, Mayor, reappointing Kathleen M. Anderson, Herman E. Deckys and Anthony J. Philbin as members of the Southwest Home Equity Commission II for the terms expiring June 28, 2000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointments transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointments of Ms. Kathleen M. Anderson, Mr. Herman E. Deckys and Mr. Anthony J. Philbin as members of the Southwest Home Equity Commission II were *Approved* by yeas and nays as follows:

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

Nays -- None.

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

SALE OF BUILDING AT 1706 WEST JACKSON BOULEVARD
AND LOT AT 1527 -- 1592 WEST ADAMS STREET TO
ENHANCE JACKSON BOULEVARD
HISTORIC DISTRICT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 3, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving the

sale of the building on Parcel CW 54-5, located at 1706 West Jackson Boulevard and Parcel R-9, located at 1527 -- 1592 West Adams Street to Keith Hooper for relocating a historic house, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes.

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 2-124 of the Chicago Municipal Code established the Community Development Commission ("Commission"); and

WHEREAS, The Commission is authorized to assume the functions of the former Department of Urban Renewal in the disposition of land to promote the redevelopment of project areas; and

WHEREAS, The Central West Redevelopment Area was approved by the City Council of the City of Chicago on the 23rd day of June, 1969, and as amended by Amendment Number 1 approved on the 8th day of May, 1975, and as amended by Amendment Number 2 approved on the 22nd day of October, 1981, and as amended by Amendment Number 3 approved on the 19th day of March, 1982, and as amended by Amendment Number 4 approved on the 5th day of May, 1982, and as amended by Amendment

Number 5 approved on the 31st day of August, 1983, and as amended by Amendment Number 6 approved on the 28th day of 1986, and as amended by Amendment Number 7 approved August, 1991; and

WHEREAS, The Department of Planning and Development has received a proposal to purchase the building on Parcel CW 54-5 ("Building") for relocation to Parcel R-9, with a project budget, and evidence of having the financial capabilities to complete the project, and a commitment to hire the required technical experts to carry out the project as proposed; and

WHEREAS, Subsequent to staff and community review, the Department of Planning and Development has determined that Mr. Hooper's proposal is in keeping with the need to remove the Building from Parcel CW 54-5 for conveyance of the land to Rush Presbyterian Hospital under a prior redevelopment agreement, and relocation of the house to the Jackson Boulevard Historic District, a designated Chicago landmark, would add a contributing structure to the district, and the project is in keeping with the goals and land-uses stipulated in the Central West Redevelopment Plan; and

WHEREAS, The Commission on Chicago Landmarks has granted permission to relocate the Building at Parcel CW 54-5 to Parcel R-9 which is in the Jackson Boulevard Historic District; and

WHEREAS, The purchase price of One and no/100 Dollars (\$1.00) for the Building on Parcel CW 54-5 is based on the negligible value of the house as separate from the land; and

WHEREAS, The purchase price of Thirty Thousand and no/100 Dollars (\$30,000.00) for Parcel R-9 is based on appraised market value of the land, minus the estimated costs that would have been incurred to demolish the Building on Parcel CW 54-4; and

WHEREAS, The Community Development Commission approved the sale of the Building on Parcel CW 54-5 and Parcel R-9 and granted authority to enter into a redevelopment agreement by Resolution 97-CDC-70 adopted July 8, 1997; now, therefore,

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

SECTION 1. The sale of the Building on Parcel CW 54-5 and Parcel R-9 is hereby approved as follows:

Parcel/Permanent Index Numbers	Location	Price	Square Feet
The Building on Parcel CW 54-5 NA	1706 West Jackson Boulevard	\$1.00	NA
Parcel R-9 17-17-110-012 17-17-110-013	1527 -- 1592 West Adams Street	\$30,000.00	9,420

Such approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer on terms agreeable to the Department and the Corporation Counsel.

SECTION 2. The Commissioner of the Department of Planning and Development, on behalf of the City of Chicago, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents as may be necessary to implement the sale and redevelopment of the Property, subject to the approval of the Corporation Counsel. The redevelopment agreement, in regard to the conveyance of the Parcel and building which, among other things, shall provide the following:

- (1) The building on Parcel CW 54-5 shall be relocated to Parcel R-9 and shall be rehabilitated pursuant to the proposal submitted by the Developer.
- (2) In the event that the Building of Parcel CW 54-5 is not relocated from the site, the City shall have the right to re-enter and re-take possession of such building, as well as recoup the demolition cost of Forty-five Thousand Dollars (\$45,000) that the developer has been credited for the relocation of the building.
- (3) The City's right to re-enter and re-take possession of the building and property shall terminate upon completion of the improvements as set forth in the developer's plan.

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 the Developer, or to a land trust of which the developer is sole beneficiary, or to a business entity of which the developer is the sole controlling party,

subject to any covenants, conditions and restrictions set forth in the redevelopment agreement.

SECTION 4. This ordinance shall take effect immediately upon its passage.

SALE OF CITY-OWNED PROPERTY AT 3859 -- 3861 SOUTH
HALSTED STREET AND 3856 -- 3858 SOUTH EMERALD
AVENUE TO MR. VICTOR J. CACCIATORE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 3, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the negotiated sale of city-owned property located at:

3859 -- 3861 South Halsted Street; and

3856 -- 3858 South Emerald Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes.

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Alderman Huels was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Department of General Services, is the owner of the vacant properties located at 3859 -- 3861 South Halsted Street and 3856 -- 3858 South Emerald Avenue, which is legally described on Exhibit "A" attached hereto; and

WHEREAS, Victor J. Cacciatore, individually and on behalf of Lakeside Bank Land Trust Number 10-1805 dated December 2, 1996 ("Grantee"), 527 South Wells Street, Chicago, Illinois 60607 has offered to purchase the Property from the City for he intends to assemble for future development thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the grantee in the amount of Fifty-five Thousand Three Hundred and no/100 Dollars (\$55,300.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deeds shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

construction of a modern gas station at 39th and Halsted, plus a mini-mall shopping center that is currently lacking at this intersection. Project should be started within twelve (12) months of the date of deed.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate five (5) years from the date of this deed.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description:

Lots 1, 2, 49 and 50 in Block 3 and of McPherson and Allerton's Addition to Chicago, being Block 25 of Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3859 -- 3861 South Halsted Street and
3856 -- 3858 South Emerald Avenue
Chicago, Illinois, 60609.

Permanent Index
Number:

17-33-321-043.

SALE OF CITY-OWNED VACANT PROPERTY AT VARIOUS
LOCATIONS TO HABILITATIVE SYSTEMS, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 3, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing approving the sale of parcels to Habilitative Systems, Inc., at the following locations:

4850 West Fulton Street

3415 -- 3425 West Huron Street

257 South Kilpatrick Avenue

5025 -- 5029 West Maypole Avenue

4730 West Ohio Street

4732 West Ohio Street,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes.

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is the owner of the six (6) vacant parcels of property identified on Exhibit "A" attached hereto ("Parcels"); and

WHEREAS, Habilitative Systems Inc., an Illinois not-for-profit corporation ("Grantee"), has offered to purchase the Parcels from the City at the appraised fair market value and has proposed to improve them with five (5) group homes that will serve developmentally disabled residents; and

WHEREAS, The United States Department of Housing and Urban Development has indicated it's willing to allocate to the Grantee the funds for the cost of land acquisition pursuant to Section 811 Capital Advance Supportive Housing for the Physically Disabled; and

WHEREAS, It is the City's best interest that this much needed specialized housing be provided for this segment of the population; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City hereby approve the sale of the Parcels to the Grantee in the amount of Thirty-two Thousand Nine Hundred Fifty and no/100 Dollars (\$32,950.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcels to the Grantee, subject to the approval of the Corporation Counsel.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Habilitative Systems Parcels.

Address	Property Index Number	Appraised Value
4850 West Fulton Street	16-09-405-026-0000	\$ 3,500.00
3415 -- 3425 West Huron Street	16-11-211-001-0000	6,250.00
257 South Kilpatrick Avenue	16-15-109-026-0000	10,000.00
5025 -- 5029 West Maypole Avenue	16-09-415-010-0000	8,000.00
4732 West Ohio Street	16-10-106-026-0000	2,600.00
4730 West Ohio Street	16-10-106-027-0000	2,600.00

SALE OF PROPERTY AT 1515 SOUTH WABASH
AVENUE TO LAKEFRONT S.R.O.
CORPORATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 9, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving the sale of property located at 1515 South Wabash Avenue in the Near South Tax Increment Financing District (2nd Ward) necessary to facilitate the construction of job training and administrative services center for the proposed South Loop Apartments, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes.

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 2-124 of the Municipal Code of the City of Chicago established the Community Development Commission, hereinafter referred to as the "Commission"; and

WHEREAS, Under Section 2-124-030(c) of the Code and Section 11-74-4-4-(c) of the Tax Increment Allocation Redevelopment Act, 65 ILCLS/11-74.4-1, et seq. (the "Act") the Commission has the power to within the

redevelopment project area, dispose of real property and may make recommendations to the City Council of the City (the "Corporate Authorities") regarding such activities, all in the manner and at such price the municipality determines is reasonably necessary to achieve the objectives of the redevelopment plan and project (the "Plan"); and

WHEREAS, The Near South Redevelopment Project Area ("Project Area") was approved by the City Council of Chicago on August 3, 1994 and published at pages 54876 -- 55148 of the Journal of City Council Proceedings; and

WHEREAS, The municipality may, pursuant to Section 11-74.4-4(c) of the Act, exercise any and all other powers necessary to effectuate the purposes of the Act, which includes procedures relating to the disposition of real property; and

WHEREAS, The Project Area boundaries include the property located at 1515 South Wabash Avenue, Chicago, Illinois ("Subject Property"); and

WHEREAS, On July 8, 1997, by Resolution Number 97-CDC-69, the Commission authorized the advertisement of the Department of Planning and Development's (the "Department") intention to enter into a negotiated sale with Lakefront S.R.O. Corporation (the "Developer") for the redevelopment of the Subject Property and approved the request to advertise for alternative proposals and the designation of Lakefront S.R.O. Corporation as the Developer if no alternative proposal was received; and

WHEREAS, Public notices advertising the Department's intention to enter into a negotiated sale with the Developer and request for alternative proposals appeared in the *Chicago Sun-Times* on July 24, 1997; and

WHEREAS, No alternative proposals were received by the deadline of August 8, 1997; and

WHEREAS, The Developer has offered to pay the City's total acquisition costs for the Subject Property and has proposed to construct a Job Training, Employment and Administrative Services Center to serve the residents of Lakefront S.R.O.'s currently planned two hundred eight (208) unit single-room occupancy residential project; and

WHEREAS, The Department has found that the sale of the Subject Property, commonly known as 1515 South Wabash Avenue and identified by Permanent Index Number 17-22-107-016 ("Parcel") to Lakefront S.R.O. Corporation would further the goals of the Plan; and

WHEREAS, The City Council has considered said resolution of the Commission and the proposed sale of the Subject Property to the Developer, as recommended therein, and it is the sense of the City Council that it is in furtherance of the Plan; now, therefore,

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

SECTION 1. The sale of the Subject Property in the near South Redevelopment Project Area to Lakefront S.R.O. Corporation, is hereby approved as follows:

Location	Permanent Index Number	Total Square Feet	Total Price
1515 South Wabash Avenue, Chicago, Illinois	17-22-107-016	8,500	Total Acquisition Costs

The approval of this sale is expressly conditioned upon the City entering into a Redevelopment Agreement with the Developer which sets forth all of the terms and conditions of the sale approved by the Department and the Corporation Counsel.

SECTION 2. The Commissioner of Planning and Development, on behalf of the City of Chicago, is authorized to enter into a Redevelopment Agreement with the Developer and to execute such other documents as may be necessary to implement the redevelopment of the Parcel, subject to the approval of such documents by 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 Subject Property to the Developer, subject to any covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. This ordinance shall be effective upon its passage and approval.

SALE OF CITY-OWNED PROPERTY AT 7020 SOUTH STONY ISLAND
AVENUE AND 7024 SOUTH STONY ISLAND AVENUE TO
WILLIAM DELAY COMMUNITY IMPROVEMENT
FOUNDATION UNDER SPECIAL
SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 3, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the the Department of General Services approving the sale of property located at 7020 South Stony Island and 7024 South Stony Island Avenue under the "Special Sales 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 vote of the members of the committee present, with no dissenting votes.

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, William Delay Community Improvement Foundation, an Illinois not-for-profit corporation ("Grantee"), 7018 South Stony Island Avenue, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with their organization; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of One and no/100 Dollars (\$1.00) per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a parking lot is built on the Property within six (6) months of the date of this deed; and
- 2) the Property is used as a parking lot for a period of not less than ten (10) years.

In the event that these conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five (5) years from the date of this deed.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description:

Lot 8 in Block 1 in Parkside, being a subdivision of the south half of the southeast quarter of the southeast quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7020 South Stony Island Avenue
Chicago, Illinois.

Legal Description:

Lot 10 in Block 1 in Parkside, being a subdivision of the south half of the southeast quarter of the southeast quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7024 South Stony Island Avenue
Chicago, Illinois.

APPROVAL OF CONVEYANCE OF CITY-OWNED PROPERTY
AT 7230 -- 7250 SOUTH HARVARD AVENUE TO
COMMONWEALTH COMMUNITY CHURCH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 9, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing approving the conveyance of the property at 7230 -- 7250 South Harvard Avenue to Commonwealth Community Church under the City Lots 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 vote of the members of the committee present, with no dissenting votes.

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its government and 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 and no/100 Dollars (\$20,000.00) 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 twelve (12) new single-family homes 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 and no/100 Dollars (\$20,000.00) 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 on Exhibit A attached hereto be conveyed to Commonwealth Community Church for 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 is authorized to attest, a quitclaim deed 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 as may be necessary to effectuate the purposes described in this ordinance, subject to the approval of the Corporation Counsel.

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 Numbers
7230 -- 7250 South Harvard Avenue	20-28-208-023; and 20-28-208-024

AUTHORIZATION FOR ACQUISITION OF PROPERTY
AT 1515 SOUTH WABASH AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 9, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving the acquisition of property located at 1515 South Wabash Avenue in the Near South Tax Increment Financing District necessary to facilitate the construction of a job training and administrative services center for the proposed South Loop Apartments, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes.

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Section 11-74.4-4(c) of the Tax Increment Allocation Redevelopment Act, 65 ILCS/11-74.4-1, et seq. (the "Act"), the City of Chicago ("City") has the power within a tax increment financing area to acquire by purchase, donation, lease or eminent domain, and pursuant to Chapter 1-124 of the Municipal Code of the City of Chicago, the Community Development Commission may make recommendations to the City Council of the City ("City Council") regarding such activities; and

WHEREAS, The Near South Tax Increment Finance District was established by the City Council on August 3, 1994 and published at pages 54876 - 55148 of the Journal of the Proceedings of the City Council; and

WHEREAS, Pursuant to Resolution 97-CDC-68, adopted by the Commission on July 8, 1997, the Commission recommended the acquisition of the property located within the Near South Tax Increment Finance District at 1515 South Wabash Avenue ("Subject Property"); now, therefore,

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary that the City of Chicago ("City") acquire for redevelopment for the Department of Planning and Development, the property legally described in Exhibit A, attached hereto and known as 1515 South Wabash Avenue, Chicago, Illinois.

SECTION 2. The Commissioner of the Department of Planning and Development ("Commissioner") is authorized to negotiate with the owner of the purchase of the Subject Property.

SECTION 3. If the Commissioner and the owner are able to agree on the terms of the purchase, the Commissioner is authorized to purchase the Subject Property in the name of and on behalf of the City for the agreed price, subject to the approval of the City Council.

If the Commissioner is unable to agree with the owner of the Subject Property on the terms of the purchase, or if the owner is incapable of entering into such a transaction with the City, or if the owner cannot be located, then the Corporation Counsel is hereby authorized and directed to institute and prosecute eminent domain proceedings on behalf of the City for the purpose of acquiring fee simple title to the Subject Property.

SECTION 4. The Commissioner is authorized to execute such documents as may be necessary to implement the provisions of this ordinance subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description:

Lot 7 (except alley) and the south 4-1/10 feet of Lot 8 (except alley) in Block 24 of Assessor's Division of the northwest fractional quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Number:

17-22-107-016.

AUTHORIZATION FOR "QUICK-TAKE" ACQUISITION OF AND
ESTABLISHMENT OF REDEVELOPMENT SCHEDULE
FOR PROPERTY AT 1515 SOUTH
WABASH AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 9, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving the "Quick-Take" acquisition of property located at 1515 South Wabash Avenue in the Near South Tax Increment Financing District necessary to facilitate the construction of a job training and administrative services center for the proposed South Loop Apartments, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes.

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance of the City Council of the City of Chicago ("City Council") heretofore adopted, the City Council approved the acquisition of 1515 South Wabash Avenue in the Near South Tax Increment Finance District, said parcel is legally described in Exhibit A attached hereto (hereinafter the "Subject Property"); and

WHEREAS, Heretofore, the City Council approved the sale of the Subject Property to Lakefront S.R.O. Corporation ("Developer"); and

WHEREAS, The Developer has proposed to construct a Job Training, Employment and Administrative Services Center to serve the residents of Lakefront S.R.O.'s currently planned two hundred eight (208) unit single-room occupancy residents project; and

WHEREAS, The General Assembly, in Chapter 110, Ill. Rev. Stat. Section 7-103 ("Quick-Take Statute") has authorized the use of quick-take eminent domain proceedings for the purposes set forth in Divisions 74.2 and 74.3 of Article 2 of the Illinois Municipal Code, said purposes being the redevelopment of commercial or business areas by removing commercial

blight for redevelopment; and for the same purposes when established pursuant to home rule powers; and

WHEREAS, The City Council has designated the Near South Tax Increment Finance District for the purpose of redeveloping a commercial area by removing commercial blight; and

WHEREAS, The acquisition of the Subject Property for sale to the Developer will assist in preparing formerly homeless individuals for the workforce, provide needed services to the community along with modern commercial development of the area, will remove commercial light and create a commercial project as defined in the above sections of the Illinois Municipal Code, pertains to the local government and affairs and is, therefore, pursuant to the City's home rule powers and in furtherance of a home rule purpose; and

WHEREAS, It is necessary for the City to acquire title to the Subject Property within said designated area in order to undertake the redevelopment project; now, therefore,

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

SECTION 1. The City Council hereby determines that acquisition of the Subject Property in accordance with the schedule adopted herein is necessary and required for the public purpose of redeveloping a blighted commercial area by removing commercial blight and creating a commercial project and in furtherance of a home rule purpose.

SECTION 2. A schedule for the redevelopment of the Subject Property is hereby adopted as follows:

- (a) Acquisition of title to the Subject Property by the City on or before November 1, 1997.
- (b) Relocation on or before February 15, 1998.
- (c) Demolition completed no later than March 15, 1998.
- (d) Conveyance of construction by Developer of improvements upon the Subject Property to Lakefront S.R.O. Corporation on or before March 15, 1998.
- (e) Commencement of construction by Developer of improvements upon the Subject Property on March 15, 1998.
- (f) Completion of all improvements by Developer on or before September 30, 1999.

SECTION 3. It is further determined that it is necessary to acquire the Subject Property by condemnation proceedings in order to comply with the schedule adopted by the City Council for the redevelopment project.

SECTION 4. The Mayor of his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed for the Subject Property to the Developer.

SECTION 5. The Corporation Council is hereby authorized and directed to proceed immediately to acquire fee simple title to the Subject Property pursuant to the "Quick-Take" provisions of the Illinois Code of Civil Procedure.

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

APPROVAL GIVEN TO NEAR WEST SIDE COMMUNITY
DEVELOPMENT CORPORATION, INC. FOR
CONSTRUCTION OF SINGLE-FAMILY
HOUSING UNDER NEW
HOMES FOR CHICAGO
PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 3, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing approving the proposal for construction of single-family housing, in the Near West Side neighborhood, by the Near West Side Community Development Corporation, under the New Homes Program (See Exhibit A-1), having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City Council of the City, by ordinance adopted June 7, 1990 (Council Journal of Proceedings, pages 17038 -- 17045), as amended, established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of new single-family housing which shall be affordable to many families; and

WHEREAS, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the construction of new single family homes ("Single-Family Homes") or two-flat buildings ("Two-flat Buildings") on either privately owned lots ("Private Lots") or lots to be provided by the City ("City Lots"); and

WHEREAS, The Department has recommended the selection of Near West Side Community Development Corporation, Inc., an Illinois not for profit corporation ("Developer"), to participate as a developer under the New

Homes Program, subject to the guidelines and restrictions of the New Homes Program; and

WHEREAS, Pursuant to the New Homes Program, the Developer may receive a subsidy to cover certain costs associated with the construction of the Single-Family Homes or Two-flat Buildings, and in addition, may receive waivers of City fees and deposits relating to new construction; and

WHEREAS, The Department recommends to the City Council that the Developer be selected to participate in the New Homes Program as a Developer; now, therefore,

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

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

Developer:	Near West Side Community Development Corporation, Inc., an Illinois not-for-profit corporation.
Aggregate Number of Single-Family Homes and Two-flat Buildings:	Not to exceed 15.
Location:	Near West Side Neighborhood bordered by South Damen Avenue on the east, South Western Avenue on the west, West Madison Street on the north and West Van Buren Street on the south.
Amount of Development Subsidy:	Not to exceed \$20,000 for each Single-Family Home or Two-flat Building.
Amount of Subsidy Allocated for the Rental Unit of the Two-flat Building:	Not to exceed \$10,000 for each Two-flat Building.

Aggregate
Amount of
Development
Subsidy:

Not to exceed \$380,000.

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

SECTION 3. The new homes may be constructed on those certain Private Lots presently owned or to be acquired by Developer and those certain City Lots presently owned or to be acquired by the City and to be conveyed to Developer as provide by the New Homes Program, all as more fully described on Exhibit A-1 attached hereto. The ordinances passed by the City Council on September 16, 1992 (Council Journal of Proceedings, pages 20987 -- 20994) and January 14 1997 (Council Journal of Proceedings, pages 37556 -- 37560) concerning the City Lots listed on Exhibit A-2 are hereby superseded by the terms and provisions of this ordinance. In conjunction with the construction by Developer of the new homes described herein, the City shall waive those certain fees and deposits as more fully described in Exhibit B attached hereto.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in accordance with the schedule contained in the proposed redevelopment agreement described in Section 2 above.

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

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

Exhibits "A-1", "A-2" and "B" referred to in this ordinance read as follows:

*Exhibit "A-1".**List Of Universe Of City Lots And Private Lots.*

City Lots.

Address	Permanent Index Number
2240 West Monroe Street	17-18-101-031
2214 West Monroe Street	17-18-101-040
2210 West Monroe Street	17-18-101-043
2208 West Monroe Street	17-18-101-044
2206 West Monroe Street	17-18-101-045
119 South Oakley Avenue	17-18-107-015
121 South Oakley Avenue	17-18-107-016
118 South Bell Avenue	17-18-107-020
122 South Bell Avenue	17-18-107-022
2244 West Adams Street	17-18-107-027
2242 West Adams Street	17-18-107-028
2240 West Adams Street	17-18-107-029
125 South Oakley Avenue	17-18-107-040
2209 West Monroe Street	17-18-108-009
2207 West Monroe Street	17-18-108-010
2222 West Adams Street	17-18-108-020
2220 West Adams Street	17-18-108-021
2205 West Monroe Street	17-18-108-038

Address	Permanent Index Number
222 South Hamilton Avenue	17-18-116-020

Private Lots.

Address	Permanent Index Number
2226 West Adams Street	17-18-108-018
2224 West Adams Street	17-18-108-019

Exhibit "A-2".

List Of City Lots.

Address	Permanent Index Number
2240 West Monroe Street	17-18-101-031
2214 West Monroe Street	17-18-101-040
2210 West Monroe Street	17-18-101-043
2208 West Monroe Street	17-18-101-044
2206 West Monroe Street	17-18-101-045
119 South Oakley Avenue	17-18-107-015
121 South Oakley Avenue	17-18-107-016
122 South Bell Avenue	17-18-107-022
125 South Oakley Avenue	17-18-107-040
2209 West Monroe Street	17-18-108-009
2207 West Monroe Street	17-18-108-010
118 South Bell Avenue	17-18-107-020

Exhibit "B".

Department Of Buildings:

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit 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, sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes Program.

Department Of Water:

Tap fees are waived.

Inspection fees are waived.

Demolition fees for existing water taps are waived.

Water liens against City-owned lots only are waived.

(B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Zoning:

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

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT
4615 WEST HOMER STREET FOR DEPARTMENT
OF STREETS AND SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 9, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 4615 West Homer Street for use by the Department of Streets and Sanitation (Lease Number 13047), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes.

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago, a lease with Edward Diamond, as landlord, for approximately fifteen thousand six hundred eighteen (15,618) square feet of warehouse space and approximately two thousand two hundred sixty-eight (2,268) square feet of office space for a total of approximately seventeen thousand eight hundred eighty-six (17,886) square feet, in addition to twenty thousand (20,000) square feet of adjacent vacant land located at 4615 West Homer Street, for use by the Department of Streets and Sanitation, as tenant; such lease to be approved by the Commissioner of the Department of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into this ____ day of _____, 1997, by and between Edward Diamond (hereinafter referred to as "Landlord") and

the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 4615 West Homer Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately fifteen thousand six hundred eighteen (15,618) square feet of warehouse space and approximately two thousand two hundred sixty-eight (2,268) square feet of office space for a total of approximately seventeen thousand eight hundred eighty-six (17,886) square feet, in addition to twenty thousand (20,000) square feet of adjacent vacant land located at 4615 West Homer Street to be used by the Department of Streets and Sanitation (Salt Station);

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately fifteen thousand six hundred eighteen (15,618) square feet of warehouse space, two thousand two hundred sixty-eight (2,268) square feet of office space (one thousand two hundred (1,200) square feet to be buildout on second floor), and twenty thousand (20,000) square feet of vacant land (see (Sub)Exhibit "B") located on that certain parcel of real estate more commonly known as 4615 West Homer Street, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on October 1, 1997, or the date of occupation, whichever is later ("Commencement Date") and shall end

on the last day of the sixtieth (60th) month (fifth (5th) Lease Year) after Commencement Date, unless sooner terminated as set forth in this lease.

"Lease Year" as used herein, means a period of twelve (12) consecutive months during the Lease Term, the first (1st) Lease Year commencing on the Commencement Date.

Section 3.

Rent/Buildout, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

- a) Six Thousand Six Hundred Seventy-three and 66/100 Dollars (\$6,673.66) base rent plus Two Thousand Six Hundred Sixty-five and 62/100 Dollars (\$2,665.62) buildout equals Nine Thousand Three Hundred Thirty-nine and 28/100 Dollars (\$9,339.28) per month for the period beginning on the commencement date, with said monthly rental being prorated on a per diem basis if the initial term does not commence on the first (1st) day of the month, and ending on the last day for the first (1st) Lease Year.
- b) Six Thousand Seven Hundred Ninety-nine and 25/100 Dollars (\$6,799.25) base rent plus Two Thousand Six Hundred Sixty-five and 62/100 Dollars (\$2,665.62) buildout equals Nine Thousand Four Hundred Sixty-four and 87/100 Dollars (\$9,464.87) per month for the period beginning on the first (1st) day of the second (2nd) Lease Year and ending on the last day of the second (2nd) Lease Year.
- c) Six Thousand Nine Hundred Twenty-four and 20/100 Dollars (\$6,924.20) base rent plus Two Thousand Six Hundred Sixty-five and 62/100 Dollars (\$2,665.62) buildout equals Nine Thousand Five Hundred Eighty-nine and 82/100 Dollars (\$9,589.82) per month for the period beginning on the first (1st) day of the third (3rd) Lease Year and ending on the last day of the third (3rd) Lease Year.
- d) Seven Thousand Forty-nine and 34/100 Dollars (\$7,049.34) base rent plus Two Thousand Six Hundred Sixty-five and 62/100 Dollars (\$2,665.62) buildout equals Nine Thousand Seven Hundred Fourteen and 96/100 Dollars (\$9,714.96) per month for the period beginning on the first (1st) day of the fourth (4th) Lease Year and ending on the last day of the fourth (4th) Lease Year.

e) Seven Thousand One Hundred Seventy-four and 49/100 Dollars (\$7,174.49) per month for the period beginning on the first (1st) day of the fifth (5th) Lease Year and ending on the last day of the fifth (5th) Lease Year.

Included in the base rent (a) through (d) is fifty cents (\$0.50) per square foot for rental during Term of lease of ten thousand (10,000) square feet of vacant land.

Rent shall be paid to Landlord Enterprise Property Group, Attention: Edward Diamond, 2329 North Damen Avenue, Chicago, Illinois 60647 or at such place as Landlord may, from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) Comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments, ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) Contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation") and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and if Landlord fails to reimburse Tenant within thirty (30) days after Landlord's receipt of Tenant's invoice, Tenant may deduct the cost of such repairs from monthly rent until fully reimbursed. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall use the Premises as a ward office/salt station. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. In the event Tenant closes the facility for more than sixty (60) consecutive days, other than for

remodeling, Landlord may terminate this lease upon thirty (30) days written notice to Tenant, provided, however, if Tenant reopens during such period, Landlord's termination notice shall be deemed rescinded.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense, during the Term of this lease, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, broad for property, separation of insureds and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the lease.

c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Landlord shall carry 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.

d) All Risk Property Insurance.

All Risk Property Insurance coverage shall be maintained by the Landlord for full replacement value (less a reasonable deductible amount) to protect against loss, damage to or destruction of property, unless damaged by the negligence or willful acts of Tenant, its employees, agents or contractors.

The Landlord shall be responsible for all loss or damage to Landlord's personal property (including but not limited to material, equipment, tools and supplies), owned or rented, by the Landlord, unless damaged by the negligence or willful acts of Tenant, its employees, agents or contractors. Tenant shall be responsible for any claims or losses with respect to its own

personal property in the Premises (including but not limited to, fixtures, books, computers, floor and wall covering).

6.2 Other Terms Of Insurance.

The Landlord will furnish the City of Chicago, Department of General Services, Bureau of Real Estate Management, Suite 3700, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this lease. The Landlord shall submit evidence on insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance policies indicated on the certificates are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. The Landlord shall advise all insurers of the lease provisions regarding insurance. Non-conforming insurance shall not relieve Landlord of its obligations to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the insured party.

Each party agrees that it shall use reasonable efforts to cause its insurers to waive their rights of subrogation against the other party and its employees (elected officials in the case of Tenant) agents or representatives.

The Landlord expressly understands and agrees that any coverages and limits shall in no way limit the Landlord's liabilities and responsibilities specified within the lease documents or by law.

The Landlord expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Landlord under the lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

6.3 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease.

6.4 Tenant's Indemnification.

Tenant shall indemnify and hold Landlord harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Landlord by reason of the acts or omissions of Tenant, including Tenant's negligent performance of or failure to perform any of its obligations under this lease.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein for more than three (3) consecutive days, or if, in Tenant's opinion, the Premises are rendered untenable forcing Tenant to close the Premises for more than three (3) consecutive days and tenantability is not restored within three (3) days, then all sums due hereunder shall thereafter abate until the Premises are restored, enabling Tenant to once again operate in the Premises. If within one hundred (100) days of casualty, Landlord fails to restore the Premises to a condition which will permit Tenant to operate in the Premises, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

*Section 8.**Conflict Of Interest And Governmental Ethics.***8.1 Conflict Of Interest.**

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

*Section 9.**Holding Over.***9.1 Holding Over.**

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning the date after sixty (60) months from occupancy of space and the rent shall be the same rate as set forth in Section 3.1(e) of this lease.

*Section 10.**Miscellaneous.***10.1 Notice.**

All notices, demands and requests which may be or are required to be

given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant, as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Suite 3700
30 North LaSalle Street
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Attention: Edward Diamond
Enterprise Property Group
2329 North Damen Avenue
Chicago, Illinois 60647

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by Law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the Laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease, shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with sixty (60) days prior written notice after forty-eight (48) months from the commencement of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of the Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

10.13 Limitation Of Liability.

Anything to the contrary herein contained notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute Landlord with respect to any of the terms, covenants, conditions and provisions of this lease, and Tenant shall, subject to the rights of any first mortgagee, look solely to the interest of Landlord, its successors and assigns, in Landlord's Tract for the satisfaction of each and every remedy of Tenant in the event of default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Provide at Landlord's sole cost and expense, all hot and domestic water for the Premises.

11.2

Maintain plumbing in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.3

Provide to Tenant on the date the Premises are delivered to Tenant two (2) fire extinguishers on the Premises. Landlord will not be responsible for maintenance of such extinguishers nor for vandalized or stolen extinguishers.

11.4

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of building, including all structural, mechanical and electrical components (except that Tenant shall be responsible for repair of interior components and parts of the building damaged due to negligence of Tenant, its agents, employees or contractors or due to vandalism to such components).

Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

11.5

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.6

Provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.7

Fill in potholes and maintain parking area during term of lease.

*Section 12.**Additional Responsibilities Of Tenant.*

Tenant under this lease shall:

12.1

Replace any broken plate glass on first floor of said Premises during Term of lease which is not caused by negligence of Landlord.

12.2

Provide any pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.3

Upon termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.4

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

12.5

Pay for monthly alarm service, if necessary.

12.6

Tenant shall be responsible for damage caused by acts of vandalism from Tenant or any of its agents or clients.

12.7

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance of the Premises.

12.8

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair nor remove any part of the Premises or facilities, equipment or appurtenance, thereto; and maintain the smoke detectors in the Premises in accordance with applicable law.

Section 13.

Additional Clauses.

13.1 Landlord's Buildout Obligation.

Landlord shall buildout the Premises pursuant to plans, specifications and cost estimates prepared by Landlord and approved by Tenant. Said plans and specifications shall be based on that Floor Plan as created by a representative of the Department of Streets and Sanitation, which is attached hereto as (Sub)Exhibit "A". Prior to commencement of Landlord's work, Tenant shall approve the plans and specifications in writing. Tenant's failure to respond within fifteen (15) days of receipt of the plans and specifications shall be deemed an approval thereof.

A. Tenant shall have the right to appoint a representative to oversee and reasonably approve the Landlord's work ("Tenant Representative"). Tenant Representative shall be an agent for the City of Chicago from either its Department of General Services, the Department of Streets and Sanitation and its Office of Budget and Management.

B. It is estimated that the cost of Landlord's work will not exceed One Hundred Twenty-Seven Thousand Nine Hundred Fifty and no/100 Dollars

(\$127,950.00) ("Cap Amount"). If the cost of the Landlord's Work will exceed the Cap Amount, Landlord shall so advise Tenant in writing and within ten (10) days thereafter, Tenant shall (i) advise Landlord of Tenant's desired revisions to the plan and specifications so as to lower the costs of such work below the Cap Amount or (ii) to terminate this lease. If Tenant elects to revise the plans and specifications, Landlord shall cause the plans and specifications to be so revised and shall submit same to Tenant for Tenant's written approval. In the event Tenant does not terminate this lease as aforesaid, and Tenant's revisions still cause the costs of Landlord's work to exceed the Cap Amount, then within two (2) weeks after Tenant's receipt of invoice from Landlord, Tenant shall pay to Landlord the amount by which the Cap Amount exceeded.

C. No changes to design or grade of materials can be made without approval from Tenant.

D. The Premises will not be deemed "delivered" to Tenant until Landlord's work is substantially completed and the entire space has been delivered to Tenant.

E. Tenant will be notified in writing prior to completion of Premises for final walk-through. Rental will commence within two (2) weeks from written notice to Tenant that Buildout (Landlord's work) is substantially completed.

F. In the event that Landlord's work is not substantially completed within thirty (30) days after the later of (i) the date all governmental permits and approvals have been issued with respect to Landlord's work and (ii) the date the plans and specifications for Landlord's work have been approved by Tenant, Tenant shall have the one time right to terminate this lease within thirty (30) days after the expiration of aforesaid thirty (30) day period and such termination shall become effective at the end of such thirty (30) day period unless Landlord substantially completes Landlord's work within such thirty (30) day period. Notwithstanding the foregoing, delays in completing Landlord's work due to conditions of force majeure or due to Tenant's acts of omissions or due to change orders requested by Tenant shall extend such thirty (30) day period by one (1) day for each day of such delay.

G. Force Majeure: If either party hereof shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of adverse whether conditions, strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, environmental remediation work whether ordered by any governmental body or voluntarily initiated or other reason of a like nature not the fault of the party delayed in performing work or doing acts required this lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

13.2

Landlord shall provide parking spaces adjacent to the premises during the Term of the lease to be used by Department of Streets and Sanitation.

13.3

The cost of Landlord's work ("Cap Amount") shall be paid by Tenant to Landlord within forty-eight (48) installments after execution of lease, occupation at space and commencement of rental payments.

13.4

Twenty-five (25) foot high fence installation shall be installed within two (2) weeks of execution of lease.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: _____
Edward Diamond

Tenant:

City of Chicago, an Illinois
municipal corporation

By: Department of General Services

By: _____
Carlos Ponce, Commissioner

Approved: Department of Streets
and Sanitation

By: _____
Eileen Carey, Commissioner

Approved As To Form And Legality:

By: Department of Law

By: _____
Assistant Corporation Counsel

[(Sub)Exhibit "B" referred to in this Lease Agreement
printed on page 51618 of this Journal.]

(Sub) Exhibit "A" referred to in this Lease Agreement reads as follows:

(Sub)Exhibit "A".
(To Lease Agreement At 4615 West Homer Street)

The Lessor will complete the following renovations prior to execution of
Lease:

Rodent Control Area.

1. Install air-conditioning in east section of warehouse.
2. Install steel shelving four (4) feet wide with three (3) racks on the south, east and west walls.
3. Remove east wall modine heat and install H.V.A.C. duct into office.
4. Finish office space and install sink in northeast corner of garage.

Salt Station Area.

1. Buildout office fourteen (14) feet by twenty-two (22) feet consisting of two (2) offices fourteen (14) feet by nine (9) feet and fourteen (14) feet by thirteen (13) feet complete with windows and H.V.A.C.
2. Build storage area eight (8) feet by fourteen (14) feet for lubricants.
3. Install twenty-five (25) foot fence with slats approximately two hundred seventy (270) feet in exterior lot.
4. Repair of potholes in lot, install lighting where necessary.

Cart Program Area.

1. Install six (6) foot high fence around loading dock area, divide garage with eight (8) foot fence with ten (10) foot gate for vehicle access of approximately seventy-five (75) feet.
2. Repair or replace all garage doors where necessary.
3. Repair northeast corner roof beam.
4. Install adequate number of exhaust fans to remove gas fumes from garage.
5. Install ramp for movement of carts from loading dock to warehouse.
6. Install dock elevator for loading dock.
7. Buildout of offices on second (2nd) floor approximately six hundred (600) square feet (two (2) offices) with H.V.A.C.

Offices.

1. Office bathroom to meet A.D.A. requirements.
2. Paint or wall paper office, clean paneling.
3. Repair or replace damaged floor tiles.
4. Finish bathroom shower in office.

5. Female locker room and bathroom to meet A.D.A. requirements.
6. Male locker room needs to be increased to two (2) urinals and two (2) toilets.

31st Ward.

1. Install exterior door for ingress and egress.
2. Buildout second (2nd) floor for storage of signs and small office approximately six hundred (600) square feet including interior staircase.

COMMITTEE ON HUMAN RELATIONS.

APPOINTMENT OF MS. MICHELE DUNLAP AND MR. RODERICK F. WILLIE TO AFFIRMATIVE ACTION ADVISORY BOARD.

The Committee on Human Relations submitted the following report:

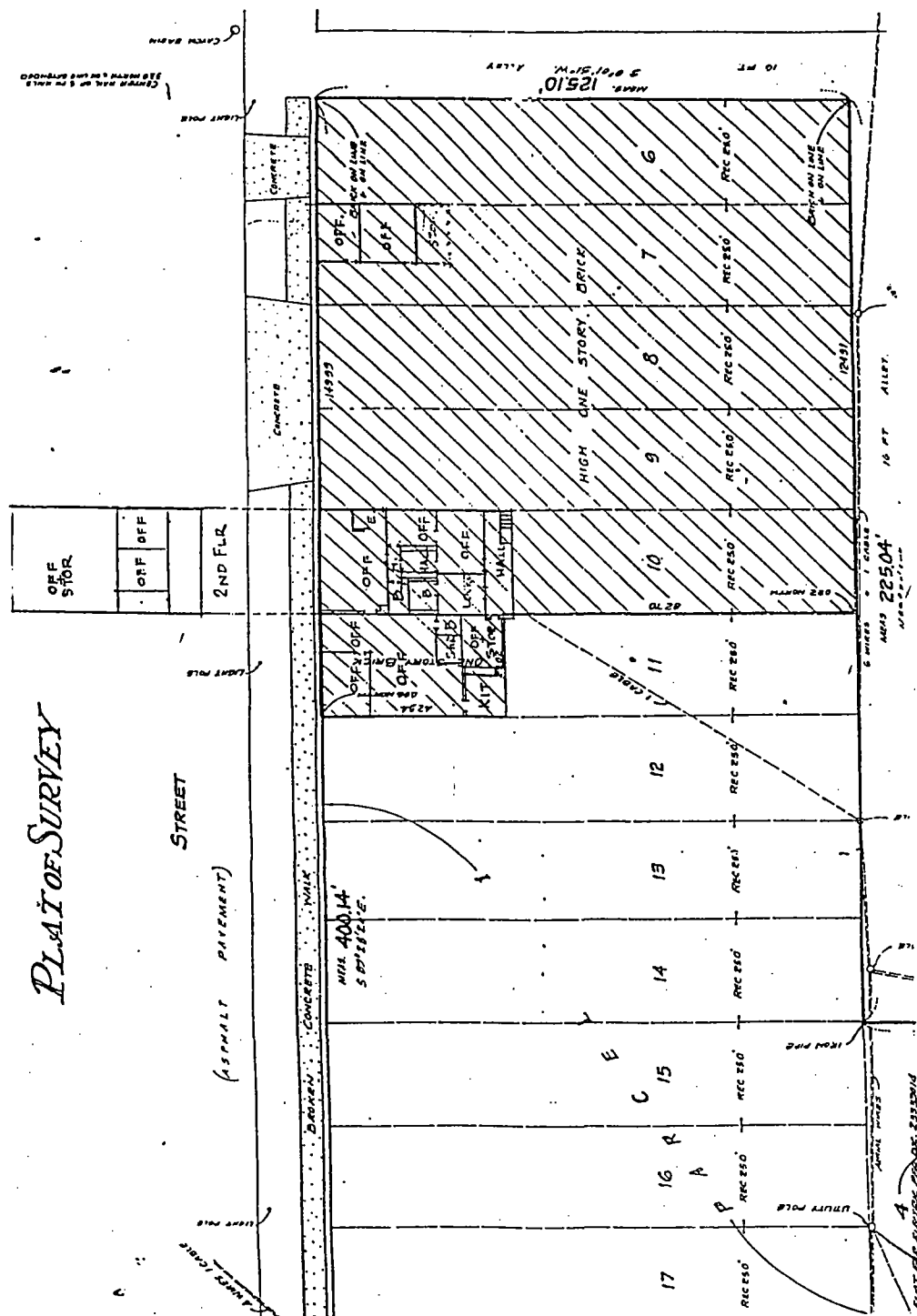
CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from Mayor Richard M. Daley recommending the appointment of Michele Dunlap and Roderick F. Willie to the Affirmative Action Advisory Board for terms expiring October 31, 1999, begs leave to recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

(Continued on page 51619)

(Sub)Exhibit "B".
(To Lease Agreement At 4615 West Homer Street)



(Continued from page 51617)

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on September 10, 1997.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Michele Dunlap and Mr. Roderick F. Willie to the Affirmative Action Advisory Board were *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF MR. GUSTAVO VALADEZ TO
ADVISORY COUNCIL ON LATINO AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from Mayor Richard M. Daley recommending the appointment of Mr. Gustavo Valadez to the Advisory Council on Latino Affairs for a term expiring July 1, 1999, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on September 10, 1997.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Gustavo Valadez to the Advisory Council on Latino Affairs was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

COMMITTEE ON LICENSE AND
CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022 OF
MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 23.18 WHICH RESTRICTED
ISSUANCE OF ADDITIONAL ALCOHOLIC
LIQUOR LICENSES ON PORTION OF
ARCHER AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance, introduced by Alderman Michael Zalewski (which was referred on July 30, 1997), to amend Section 4-60-022 of the Municipal Code of Chicago by deleting subsection 4-60-022 (23.18), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on August 19, 1997.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Leyar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting subsection 4-60-022 (23.18).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION
023 OF MUNICIPAL CODE OF CHICAGO BY
DELETION OF SUBSECTION 12.89 WHICH
RESTRICTED ISSUANCE OF
ADDITIONAL PACKAGED
GOODS LICENSES ON
PORTIONS OF WEST
47TH STREET.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Ray Frias (which was referred on July 30, 1997), to amend Section 4-60-023 of the Municipal Code

of Chicago by deleting subsection 4-60-23 (12.89), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on August 19, 1997.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting subsection 4-60-023 (12.89).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF
MUNICIPAL CODE OF CHICAGO BY INSERTION
OF NEW SUBSECTION 29.53 TO RESTRICT
ISSUANCE OF ADDITIONAL PACKAGED
GOODS LICENSES WITHIN
TWENTY-NINTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Burrell (which was referred on June 4, 1997), amending Section 4-60-023 of the Municipal Code of Chicago by inserting a new subsection 4-60-023(29.53) restricting the issuance of additional packaged goods licenses within areas of the 29th Ward, begs leave to report and recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on September 8, 1997.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the area described in Section 2 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as a new subsection 4-60-023(29.53), as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

* * * * *

(29.53) Beginning at the intersection of West Roosevelt Road (City Limit Line) and South Austin Boulevard (City Limit Line); thence north on South Austin Boulevard and North Austin Boulevard, along the City Limit Line, to West North Avenue; thence east on West North Avenue to North Austin Avenue; thence north on North Austin Avenue to West Bloomingdale Avenue; thence west on West Bloomingdale Avenue to North Merrimac Avenue; thence north on North Merrimac Avenue to West Cortland Street; thence west on West Cortland Street to North Narragansett Avenue; thence north on North Narragansett Avenue to West Fullerton Avenue; thence east on West Fullerton Avenue to North McVicker Avenue; thence north on North McVicker Avenue to West Wrightwood Avenue; thence east on West Wrightwood Avenue to North Central Avenue; thence south on North Central Avenue to West Grand Avenue; thence southeast on West Grand Avenue to North Long Avenue; thence north on North Long Avenue to West Palmer Street; thence east on West Palmer Street to North Lorel Avenue; thence south on North Lorel Avenue to West Grand Avenue; thence southeast on West Grand Avenue to North Laramie Avenue; thence south on North Laramie Avenue to West Bloomingdale Avenue; thence west on West Bloomingdale Avenue to North Linder Avenue; thence south on North Linder Avenue to West Wabansia Avenue; thence west on West Wabansia Avenue to North Luna Avenue; thence south on North Luna Avenue to West North Avenue; thence east on West North Avenue to North Linder Avenue; thence south on North Linder Avenue to West Hirsch Street; thence west on West

Hirsch Street to North Pine Avenue; thence south on North Pine Avenue to West Haddon Avenue; thence west on West Haddon Avenue to North Central Avenue; thence south on North Central Avenue to West Lake Street; thence east on West Lake Street to North Pine Avenue; thence south and southerly on North Pine Avenue to West Madison Street; thence east on West Madison Street to South Laramie Avenue; thence south on South Laramie Avenue to West Quincy Street; thence east on West Quincy Street to South Leamington Avenue; thence south on South Leamington Avenue to West Jackson Boulevard; thence east on West Jackson Boulevard to South Laverne Avenue; thence south on South Laverne Avenue to West Harrison Street; thence west on West Harrison Street to South Laramie Avenue; thence south on South Laramie Avenue to West Roosevelt Road (City Limit Line); thence west on West Roosevelt Road, along the City Limit Line, to the place of beginning; and excepting therefrom all areas described in subsections 4-60-023 (29.1) through 4-60-023 (29.52) of this section.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE
AND PERMIT FEES FOR PARTICIPANTS IN
VARIOUS EVENTS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration three orders (which were referred on July 30, 1997) to waive specified license and permit fees for participants in various events, begs leave to recommend that Your Honorable Body Pass the orders which are transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on August 19, 1997.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

Curb Lane Closure Fee.

*Lubavitch Chabad Of The Loop And
Lincoln Park Picnic.*

Ordered, That the Commissioner of Transportation waive the fee for closure of a curb lane for six (6) to eight (8) cars on the east side of Stockton Drive between West Wrightwood Avenue and West Deming Place, in conjunction with Lubavitch Chabad of the Loop and Lincoln Park picnic to be held in Lincoln Park Grove Number 9, on Sunday August 31, 1997, during the hours of 9:00 A.M. to 6:00 P.M.

Street Closing Permit Fees.

African Music Festival Chicago '97.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to waive the Street Closing fees for the African Music Festival Chicago '97 to be held on August 23 and 24, 1997, in the 4500 block of North Kenmore Avenue.

Food Vendor And Itinerant Merchant License Fees.

African Music Festival Chicago '97.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Food Vendor and Itinerant Merchant License fees for the African Music Festival Chicago '97 to be held on August 23 and 24, 1997, in the 4500 block of North Kenmore Avenue.

COMMITTEE ON PARKS AND RECREATION.

**REAPPOINTMENT OF MS. RAMONA CASTILLO AS MEMBER
OF BOARD OF COMMISSIONERS OF CHICAGO
PARK DISTRICT.**

The Committee on Parks and Recreation submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Parks and Recreation, having had under consideration a communication from the Mayor (which was referred July 30 1997), reappointing Ramona Castillo as a member of the Board of Commissioners of the Chicago Park District for a term expiring April 25, 2002, begs leave to recommend that Your Honorable Body *Approve* the reappointment.

This recommendation was concurred in by a viva voce vote of the members of the Committee on Parks and Recreation.

Respectfully submitted,

(Signed) MARY ANN SMITH,
Chairman.

On motion of Alderman M. Smith, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ms. Ramona Castillo as a member of the Board of Commissioners of the Chicago Park District was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF MR. MICHAEL W. SCOTT AS
MEMBER OF BOARD OF COMMISSIONERS OF
CHICAGO PARK DISTRICT.

The Committee on Parks and Recreation submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Parks and Recreation, having had under consideration a communication from the Mayor (which was referred July 30 1997), reappointing Michael W. Scott as a member of the Board of Commissioners of the Chicago Park District for a term expiring June 30, 2002, begs leave to recommend that Your Honorable Body *Approve* the reappointment.

This recommendation was concurred in by a viva voce vote of the Committee on Parks and Recreation.

Respectfully submitted,

(Signed) MARY ANN SMITH,
Chairman.

On motion of Alderman M. Smith, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Michael W. Scott as a member of the Board of Commissioners of the Chicago Park District was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

COMMITTEE ON POLICE AND FIRE.

AMENDMENT OF TITLE 3, CHAPTER 64 OF MUNICIPAL
CODE OF CHICAGO BY ESTABLISHMENT OF
POWERS AND DUTIES OF EXECUTIVE
DIRECTOR OF CHICAGO 9-1-1
EMERGENCY TELEPHONE
SYSTEM.

The Committee on Police and Fire submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Police and Fire held a meeting on Thursday, September 4, 1997 and having had under consideration an ordinance introduced by The Honorable Richard M. Daley, Mayor, relating to the management and operation of the emergency communications center, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 3-64 of the Municipal Code of Chicago is hereby amended by adding the language in italics, as follows:

3-46-010 Title.

This chapter shall be known and cited as the "emergency telephone systems ordinance" and the surcharge herein imposed shall be known and cited as the "emergency telephone system surcharge".

3-64-020 Definitions.

For the purpose of this chapter, when any of the following words or terms are used herein they shall have the meaning or construction ascribed to them in this section:

"Board" means the Chicago Emergency Telephone System Board created by this chapter.

"Department" or "department of revenue" means the department of revenue of the city of Chicago.

"Director" or director of revenue" means the director of revenue of the city of Chicago.

"Executive Director" means the chief administrative officer responsible for the management and control of the city's emergency telephone system.

Any other word or term not defined but defined in the Emergency Telephone System Act of the state of Illinois shall have the meaning ascribed to the word or term in that act.

In this chapter, unless the context otherwise requires, words in the singular number include the plural, and in the plural include the singular; words of the masculine gender include the feminine and the neuter; and when the sense so indicates, words of the neuter gender may refer to any gender.

3-64-030 Surcharge Imposed.

A surcharge shall be imposed upon and collected from all billed subscribers of network connections within the corporate limits of the city, as authorized by and subject to the requirements of Section 15.3 of the Emergency Telephone Systems Act, as amended from time to time, at a monthly rate of \$.95 per network connection prior to January 1, 1996 and at a monthly rate of \$1.25 per network connection on or after January 1, 1996. The telecommunications carrier collecting the surcharge may deduct three percent of the gross amount of the surcharges collected to reimburse the telecommunications carrier for the expense of accounting and collecting the surcharge, and may deduct network or other 9-1-1 system charges then due the carrier, as shown on an itemized bill.

3-64-040 Surcharge In Addition To Other Charges And Fees.

The surcharge herein imposed is in addition to any other surcharges, taxes or fees authorized by law.

3-64-050 Surcharge Collection -- Remittance Return.

The telecommunications carrier shall collect this surcharge and remit it to the department on a monthly basis, not later than 30 days after it is collected by the carrier, or the last day of the month following the month it was collected by the carrier, whichever occurs later. The remittance return shall be in a form prescribed by the director of revenue and shall include the total amount of surcharges collected for the month in question, the number of billed subscribers paying the surcharge, the number of network connections, any network or other 9-1-1 system charges due the carrier and deductible from the surcharge, the three percent deduction for the expense of accounting and collecting the surcharge, the net amount being remitted, and any other information the director deems necessary. The remittance return shall be filed and signed by an officer or authorized representative of the carrier.

3-64-060 Deposit Of Receipts Into Emergency Telephone System Fund.

The department shall transmit receipt of the surcharge to the board for deposit into the emergency telephone system fund.

3-64-070 Records And Bookkeeping.

Every telecommunications carrier required to collect the surcharge imposed herein shall keep accurate and complete books and records of the collection of the surcharge and how it was calculated, including any source documents and other pertinent papers and documents. All such books and records which are required to be kept by this chapter shall, at all times during business hours of the day, be subject to inspection by the department or its authorized agents and employees.

3-64-080 Director -- Powers And Duties.

The director is hereby empowered to adopt, promulgate and enforce rules and regulations relating in any way to the administration and enforcement of this chapter, including provisions for the reexamination, correction, and amendment of all returns. The director or any agent or employee designated in writing by him, is hereby authorized to examine the books and records of any taxpayer during regular business hours, in order to verify the accuracy of any turn made, or if no return was made to ascertain the surcharge imposed by this chapter, and also may conduct investigations and issue subpoenas to any person in order to accomplish these tasks.

3-64-090 Uniform Revenue Procedures Ordinance Applicable.

The provisions of the uniform revenue procedures ordinance shall apply to and supplement this chapter to the extent they are not clearly inconsistent herewith and the surcharge shall be deemed a revenue measure for purposes of the application of that ordinance.

3-64-100 Emergency Telephone System Board -- Created -- Membership.

There is hereby created the Chicago emergency telephone system board, to be composed of five members appointed by the mayor of Chicago subject to approval of the city council. All members shall be representative of the public safety agency 9-1-1 emergency telephone system users and shall be appointed on the basis of their ability and experience.

Members of the board shall serve without compensation, but shall be reimbursed for their actual and necessary expenses.

The mayor shall designate one member of the board to serve as chairman, one to serve as vice chairman, and one to serve as secretary.

3-64-110 Board--Appointment And Term.

The mayor shall initially appoint members to serve terms expiring July 1, 1991, 1992, 1993, 1994 and 1995, respectively. Successors shall be appointed for five-year terms. Members shall serve until their successors are appointed and qualified.

3-64-120 Board--Quorum.

Three members of the board shall constitute a quorum. All action taken by the board shall be pursuant to the affirmative vote of at least three members.

3-64-130 Board--Meetings.

The board shall meet at least quarterly. Notice and conduct of such meetings shall be in accordance with the Illinois Open Meetings Act.

3-64-140 Board--Powers And Duties.

The board shall have the following powers and duties:

- (1) planning a 9-1-1 system;
- (2) coordinating and supervising the implementation, upgrading or maintenance of the system, including the establishment of equipment specifications and coding system;
- (3) receiving monies from the surcharge imposed under this chapter and from any other source, for deposit into the emergency telephone system fund;
- (4) authorizing all disbursements from the fund;
- (5) hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system;
- (6) any other power consistent with and in furtherance of the purposes of this chapter; *provided, however, that such powers do not extend to those areas in which the executive director has been granted power in accordance with section 3-64-145 of the Municipal Code;*
- (7) *appointing the executive director of the city's emergency telephone system.*

3-64-145 Executive Director--Appointment/Powers And Duties.

The executive director shall be responsible for the general management and control of the 9-1-1 system. He or she shall have authority to authorize the expenditure of funds (other than funds derived from the surcharge authorized by this chapter which will remain under the control of the board as set forth in section 3-64-140 of this chapter) appropriated for the 9-1-1 system in accordance with such appropriations. Except as provided herein, the executive director shall have authority to appoint and discipline employees, and to exercise such other powers consistent with and in furtherance of the purposes of this chapter.

3-64-150 Board--Applicability Of Governmental Ethics Ordinance.

Members and employees of the board shall be subject to the applicable provisions of the governmental ethics ordinance, chapter 2-156 of this code.

3-64-160 Emergency Telephone System Fund.

There is hereby established the emergency telephone system fund. The city treasurer, ex officio, shall be custodian and treasurer of the fund. The city treasurer shall maintain books and accounts concerning the fund in the manner prescribed by the board. The city treasurer shall be liable on his official bond for the proper performance of his duties relating to the fund.

All interest accruing on the fund shall remain in the fund. No expenditures may be made from the fund except upon the direction of the board by resolution passed by three members of the board. Expenditures from the fund shall be made only to pay for the costs associated with the following:

- (1) the design of the emergency telephone system;
- (2) the coding of an initial master street address guide data base, and update and maintenance thereof;
- (3) the repayment of the monies advanced for the implementation of the system;
- (4) the charges for automatic number identification and automatic location identification equipment, and maintenance, replacement and update thereof;
- (5) the nonrecurring charges related to installation of the emergency telephone system and the ongoing network charges;

(6) other products and services necessary for the implementation, upgrade and maintenance of the system and any other purpose related to the operation of the system, including costs attributable directly to the construction, leasing or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the system. Costs attributable directly to the operation of an emergency telephone system do not include the costs of public safety agency personnel who are, and equipment that is, dispatched in response to an emergency call.

3-64-165 Employees Of The 9-1-1 System.

Sworn police and uniformed fire service members assigned to the 9-1-1 system at the request of the executive director shall remain members of their respective departments subject to the disciplinary authority of the superintendent of police and fire commissioner, respectively; provided, however, that the executive director shall be responsible for the general management and control of emergency communications personnel.

3-64-170 Severability.

If any provision of this chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid application or provision, and to this end each such invalid provision or invalid application of this chapter is severable, unless otherwise provided by this chapter. In particular, but without limitation, each provision creating an exception to or an exemption or exclusion from the imposition of the surcharge is severable. It is hereby declared to be the legislative intent of the city council that this chapter would have been adopted had any such unconstitutional or otherwise invalid provision or application not been included.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO HOUSING AUTHORITY
FOR COORDINATION OF LAW ENFORCEMENT
ACTIVITIES AT PUBLIC HOUSING SITES.

The Committee on Police and Fire submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Police and Fire held a meeting on Tuesday, September 9, 1997 and having had under consideration an ordinance introduced by The Honorable Richard M. Daley, Mayor, to enter into an intergovernmental agreement with the City of Chicago and the Chicago Housing Authority, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Mayor and the Superintendent of Police are hereby authorized to enter into an intergovernmental agreement with the Chicago Housing Authority in substantially the form attached hereto as Exhibit A.

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

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

Exhibit "A".

Intergovernmental Agreement.

This intergovernmental agreement ("Agreement") made and entered into this _____ day of _____, 1997, by and between the City of Chicago (the "City") a municipal corporation, a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Police (the "C.P.D.") and the Chicago Housing authority (the "C.H.A."), a Municipal corporation under the laws of the State of Illinois, pertains to the provisions of police services to public housing residents in the City and on C.H.A. properties.

Recitals.

Whereas, The general functions of the Chicago Police Department are "to preserve order, peace and quiet and enforce laws [of the State] and ordinances [of the City] throughout the City," as are set forth in the Municipal Code of Chicago Section 2-84-220; and

Whereas, There exists in the City low-income residential properties owned by the C.H.A.; and

Whereas, The C.H.A. has established a police force to provide and police security services to public housing residents and to enforce C.H.A. regulations on selected C.H.A. properties; and

Whereas, The United States Department of Housing and Urban Development has determined that local police department baseline services include ordinary and routine services such as police officer responses to 9-1-1 communications and other calls for service, and investigative follow-up of criminal activity, provided to C.H.A. residents as a part of the overall deployment of police resources of the local jurisdiction in which the C.H.A. is located; and

Whereas, The City and C.H.A. have mutual interests in assuring that all police services to public housing residents are coordinated; and

Whereas, The City and C.H.A. desire to enter into this agreement for the purpose of coordinating law enforcement activities at public housing sites, consolidating documents describing the coordination, and assisting the C.H.A. in their implementation of their own community policing strategy and coordinating that implementation with Chicago Alternative Policing Strategy, which is currently being implemented in all communities throughout the City;

Now, Therefore, The City and C.H.A. agree as follows:

Article I.

Incorporation Of Recitals.

The recitals set forth above are hereby incorporated by reference and made part hereof.

Article 2.

Jurisdiction.

This Agreement in no way limits the jurisdiction or police powers of the C.P.D., nor does it affect the discretion of the C.P.D. in deploying its officers in or around C.H.A.-owned properties in the City.

Article 3.

Term.

This Agreement shall become effective on the date first written above and shall continue from year to year unless otherwise modified or terminated.

*Article 4.**Coordination Of Activities.*

- A. The City of Chicago Police Department agrees to continue its existing policy of carrying out its police functions at C.H.A. public housing sites in the same manner in which it carries out such functions for all other residents of the city. (Such functions are set forth in Municipal Code of Chicago Section 2-84-220.)
- B. The City of Chicago Police Department agrees to provide Chicago Police Department members with guidelines for C.P.D. interaction with the C.H.A. Police Department, such as those currently set forth in Department Notice 91-30 (attached as (Sub)Exhibit 1) and to furnish the C.H.A.P.D. with copies thereof. The C.P.D. retains the right to modify such guidelines, from time to time, in its sole discretion, and agrees to consider all suggestions from the C.H.A. for modifying such guidelines.
- C. If the C.H.A. desires additional documentation and/or written agreements for the interaction of the C.P.D. and the C.H.A.P.D., the C.H.A. agrees to draft specific proposals and to furnish them to the C.P.D.. Those proposals must indicate how the C.H.A.P.D. intends to conform its operations and procedures with the relevant operations and procedures of the C.P.D.. C.H.A. further agrees to respond fully and completely in writing to any written request from the C.P.D. for additional information which the C.P.D. needs to assess such proposals.
- D. The City of Chicago, through its Police Department, agrees to carefully consider any C.H.A. proposals for coordinating activities which comply with the requirements of Section C above.

*Article 5.**Liability.*

- A. Upon receipt of notice of a claim or suit which in any manner results from, arises out of, or is connected with work performed by C.P.D. officers pursuant to this Agreement, the C.H.A. shall provide timely notice of same to the C.P.D. and shall fully cooperate in the investigation of said claim or suit.

- B. The C.P.D. shall provide timely notice to the C.H.A. of any claim or suit in which the C.H.A. police force is named as a party and shall fully cooperate in the investigation of said claim or suit.
- C. In the event of any liabilities arising out of this Agreement, each party (i.e. the C.H.A. or the City) shall solely and exclusively be liable for the direct acts or omissions of its employees and agents.
 - 1. The C.H.A., its officers, officials, employees, servants and agents, hereby expressly agree and release and forever discharge the City from any and all claims, demands damages, liabilities, attorney's fees and costs, losses or potential losses, actions or cause of action of every kind, nature and character (collectively, "Liabilities") on account of personal injury or death, or on account of property damage caused by, resulting from, occurring in connection with or arising directly out of the negligent acts or omission of the C.H.A., its officers, officials, employees, servants and agents, with respect to the operations to be undertaken pursuant to this Agreement.

Article 6.

Termination.

This Agreement shall be subject to termination within sixty (60) days prior written notice of either party.

It is the intent of each party to this Agreement that its commitments made hereunder be conditioned upon satisfactory performance of the commitments made by the other party hereto. Each party shall have the right to terminate this Agreement if the other fails to honor any of its commitments under this Agreement.

Upon termination of this Agreement, neither party shall have an obligation to continue to provide services provided for herein.

Article 7.

Waiver Of Claims.

Except as provided in Article 5 nothing contained in this Agreement is intended or should operate as or be construed as a waiver of any rights, claims or actions the C.P.D. and C.H.A. may have against the other.

*Article 8.**Consent.*

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

*Article 9.**Notices.*

Notice to the C.H.A. shall be addressed to:

Chief of Police
Chicago Housing Authority
Police Department
47 West Cermak Road
Chicago, Illinois 60650

General Counsel
Chicago Housing Authority
Suite 2100
200 West Adams Street
Chicago, Illinois 60606

Executive Director
Chicago Housing Authority
7th Floor
626 West Jackson Boulevard
Chicago, Illinois 60661

Notices to the City shall be addressed to:

Corporation Counsel
City Hall
Room 511
121 North LaSalle Street
Chicago, Illinois 60602

Superintendent of Police
Attention: General Counsel
Room 400
1121 South State Street
Chicago, Illinois 60605

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (A) personal service; (B) electronic communications, whether by telex, telegram, telecopy or facsimile (FAX) machine; (C) overnight courier; or (D) registered or certified mail, receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Provided, any notice, demand, or request sent pursuant to either clause (A) or (B) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (C) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (D) shall be deemed received forty-eight (48) hours following deposit in the mail.

Article 10.

Assignment: Binding Effect.

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the C.H.A. and their respective successors and assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and assigns.

Article 11.

Amendments.

The City and the C.H.A. may from time to time request changes in the scope of services to be provided by the City herein. Any amendment to this Agreement shall be in writing and require the approval of both the City and the C.H.A.

Article 12.

Compliance With Laws.

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations to or affecting the services hereunder.

*Article 13.**Governing Law And Severability.*

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule or law or public policy, or for any reason, such circumstances shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent the remaining portion of this Agreement or any part hereof.

*Article 14.**Disclaimer.*

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

*Article 15.**Headings.*

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

*Article 16.**Non-Liability Of Public Officials.*

No official, employee or agent of either party shall be charged personally by the other or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision

of this Agreement because of such party's execution or attempted execution or because of any breach thereof.

Article 17.

Counterparts.

This Agreement may be executed in any number of counterparts. Each of which shall be deemed an original.

Article 18.

Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties.

In Witness Whereof, Each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

Chicago Housing Authority

City of Chicago, a municipal
corporation, by its Department
of Police

By: _____
Executive Director

By: _____
Mayor

By: _____
Chief of Police

By: _____
Superintendent of Police

Approved As To Form And Legality For
Chicago Housing Authority Purposes
Only:

Chicago Housing Authority
Office of the General Counsel

By: _____

[(Sub)Exhibit 1 referred to in this Intergovernmental
Agreement unavailable at time of printing.]

COMMITTEE ON SPECIAL EVENTS AND
CULTURAL AFFAIRS.

PERMISSION GRANTED TO VARIOUS APPLICANTS
FOR CONDUCT OF SIDEWALK SALES AT
SPECIFIED LOCATIONS.

The Committee on Special Events and Cultural affairs submitted the
following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs having had under consideration seven orders (referred on July 3, 1997) granting permission to various applicants for conduct of sidewalk sales at specified locations, begs leave to recommend that your Honorable Body do *Pass* the proposed orders transmitted herewith on September 3, 1997.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) PERCY Z. GILES,
Chairman.

On motion of Alderman Giles, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

*Andersonville Chamber Of Commerce/
Mr. Craig Foley.*

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Craig Foley, Andersonville Chamber of Commerce, 5340 North Clark Street, for the conduct of a sidewalk sale to be held in the 5300 block of North Clark Street, August 7, 8, 9 and 10, 1997, during the hours of 9:00 A.M. to 5:00 P.M.

*Eighteenth Street Business Association/
Mr. Alberto Sanchez.*

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Alberto Sanchez, Eighteenth Street Business Association, 1854 West 18th Street, for the conduct of a sidewalk sale on West 18th Street, from 940 to 1840 West 18th Street, for the period of July 24 through July 27, 1997, during the hours of 9:00 A.M. to 11:00 P.M.

*Emporium Luggage Company/
Mr. Scott Nickelski.*

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Scott Nickelski of the Emporium Luggage Company, 128 North LaSalle Street, for the conduct of the sidewalk sale for the period of August 7 and 8, 1997, during the hours of 9:00 A.M. to 5:30 P.M., each day.

The Flower Cart, Inc.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Flower Cart, Inc., 3819 North Broadway, for the conduct of a sidewalk sale in front of 3819 North Broadway, for the period of August 16 and 17, 1997, during the hours of 9:00 A.M. to 5:00 P.M., each day.

Prints Unlimited Galleries/Mr. Daniel Bondi.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Prints Unlimited Galleries/Daniel Bondi, 1461 West Fullerton Avenue, for the conduct of a sidewalk sale in front of 1461 West Fullerton Avenue, for the period of August 2 and 3, 1997, during the hours of 10:00 A.M. to 5:00 P.M.

Mr. Victor Santiago.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Victor Santiago, 4324 West Fullerton Avenue, for the conduct of a sidewalk sale in front of the store for the periods of August 15, 16 and 17 and September 13 and 14, 1997, during the hours of 11:00 A.M. and 6:00 P.M., each day.

U. S. Catholic Bookstore.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the U. S. Catholic Bookstore, 160 North Wabash Avenue, for the conduct of sidewalk sales on August 21 and 22 and September 4 and 5, 1997 (rain dates September 11 and 12, 1997) during the hours of 10:30 A.M. to 3:00 P.M., each day.

PERMISSION GRANTED TO SAINT HYACINTH CHURCH
TO CLOSE TO TRAFFIC PORTION OF WEST
WOLFRAM STREET FOR CONDUCT
OF ANNUAL FESTIVAL.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an order (referred July 3, 1997) granting permission to Saint Hyacinth Church to close to traffic a portion of West Wolfram Street for the conduct of an annual festival, begs leave to recommend that Your Honorable Body do *Pass* the order transmitted herewith on September 3, 1997.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) PERCY Z. GILES,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Saint Hyacinth Church, 3636 West Wolfram Street, to close to traffic West Wolfram Street, between 3636 and 3658, for the conduct of an annual festival for the period of August 10 through August 18, 1997.

AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE
AND PERMIT FEES FOR PARTICIPANTS IN
SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration twenty-four fee waivers (referred July 3, 1997) begs leave to recommend that Your Honorable Body do *Pass* the orders transmitted herewith on September 3, 1997.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) PERCY Z. GILES,
Chairman.

On motion of Alderman Giles, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

*Bingo And Raffle License, Electrical Installations, Canopy,
Itinerant Merchant License, Food Vendor License And
Street Closing Permit Fees.*

Saint Hyacinth Church Annual Festival.

Ordered, That the Director of the Department of Revenue waive the following fees for the annual festival of Saint Hyacinth Church, 3636 West Wolfram Street, to be held on parish grounds and on West Wolfram Street, between 3636 and 3658, for the period of August 10 through August 18, 1997:

- a. Bingo and Raffle License fees;
- b. Electrical installations;

- c. Canopies;
- d. Itinerant Merchant and Food Vendor License fees; and
- e. Street Closing Permit fees.

Canopy Fee.

*Saint Mary Of Nazareth Hospital's Family Practice
Back-To-School Health Fair And
Employee Family Day.*

Ordered, That the Department of Revenue is hereby authorized and directed to waive the Canopy fee for Saint Mary of Nazareth Hospital, 2233 West Division Street, for the conduct of the annual Family Practice Back-To-School Health Fair and Employee Family Day, to be held on August 23, 1997, during the hours of 10:00 A.M. to 2:00 P.M.. This tent is to be erected on August 22, 1997, south of the hospital building located at 1120 North Leavitt Street.

Itinerant Merchant License Fees.

*Illinois Center For The Rehabilitation
And Education On Roosevelt.
(July 24 And 25, 1997)*

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the Illinois Center for the Rehabilitation and Education on Roosevelt (ICRE-R), whose students will be setting up a booth at the James R. Thompson Center, July 24 and 25, 1997, 10:00 A.M. to 3:00 P.M.

*Illinois Center For The Rehabilitation And
Education On Roosevelt.
(October 16 And 17, 1997)*

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fee in connection with the Illinois Center for the Rehabilitation and Education on Roosevelt (ICRE-R), whose students will be setting up a booth at the James R. Thompson Center, October 16 and 17, 1997, 10:00 A.M. to 3:00P.M.

*Illinois Center For The Rehabilitation And
Education On Roosevelt.
(November 17 and 18, 1997)*

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fee in connection with the Illinois Center for the Rehabilitation and Education on Roosevelt (ICRE-R), whose students will be setting up a booth at the James R. Thompson Center, November 17 and 18, 1997, 10:00 A.M. to 3:00P.M.

Itinerant Merchant And Food Vendor License Fees.

Deborah's Place Octoberfest.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant and Vendor License fees in connection with Deborah's Place, 1742 North Milwaukee Avenue for their Octoberfest, September 6, 1997, in the Quigley Preparatory Seminary north courtyard, North Rush Street and East Pearson Street, 5:30 P.M. to 10:00 P.M.

Park Newberry Festival Of The Arts.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant and Vendor License fees in connection with the Patrons of Washington Square Park, who will host the second Park Newberry Festival of The Arts on Clark Street, Walton Street and Delaware Place, September 26, 5:30 P.M. to 10:00 P.M.; September 27, 10:30 A.M. to 6:30 P.M.; and September 28, 11:00 A.M. to 4:00 P.M.

Retro On Roscoe Street Festival.

Ordered, That the Director of the Department of Revenue issue, free of charge, Itinerant Merchant and Food Vendor Licenses to the participants in the Retro on Roscoe Street Festival to be held on West Roscoe Street, between North Damen Avenue to North Hamilton Avenue, on August 9 and 10, 1997, during the hours of 12:00 Noon to 9:00 P.M.

*Saint Jerome's Croatian Church Feast
Of The Assumption.*

Ordered, That the Department of Transportation waive the Food Vendor and Itinerant Merchant License fees for Saint Jerome's Croatian Feast of the Assumption, to be held at 2823 South Princeton Avenue on August 15, 1997.

Saint Procopius Kermeses Festival.

Ordered, That the Director of the Department of Revenue waive the Food Vendor and Itinerant Merchant License fees for Saint Procopius Kermeses festival to be held at 1641 South Allport Street on August 8, 9 and 10, 1997.

Santa Lucia Parish Festival.

Ordered, That the Director of the Department of Revenue waive the Food Vendor and Itinerant Merchant License fees for Santa Lucia Parish festival to be held at 3000 -- 3059 South Wells Street on July 31 to August 3, 1997.

Taste Of Logan Square Festival.

Ordered, That the Director of the Department of Revenue issue, free of charge, Itinerant Merchant and Food Vendor Licenses to the participants in the Taste of Logan Square Festival, to be held on North Kedzie Boulevard, from West Fullerton Avenue to Logan Boulevard, on August 23 and August 24, 1997, during the hours of 10:00 A.M. to 12:00 Midnight.

Taste Of River North Festival.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant and Food Vendor License fees in connection with the Taste of River North Festival, which will take place August 9 and 10, 1997 in the parking lot at the southeast corner of West Erie Street and North LaSalle Street, 12:00 Noon to 4:00 P.M., each day.

*Itinerant Merchant, Food Vendor And
Special Event License Fees.*

*Drum III/8th Annual Chicago Tribune African
Festival Of The Arts.*

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant, Food Vendor and Special Event License fees in connection with the Drum III, which is in conjunction with the 8th Annual Chicago Tribune African Festival of the Arts at the State of Illinois Building, July 31 and August 1, 1997, 9:00 A.M. to 6:00 P.M., each day.

*Itinerant Merchant License, Food Vendor License
And Tent Permit Fees.*

Pan American Festival.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees, Tent Permit fees and Food Vendor License fees in connection with the Pan American Festival August 2 and 3, 1997, 12:00 Noon to 11:00 P.M. in Soldier Field.

*Public Place Of Amusement, Itinerant Merchant And Food
Vendor License Fees, Animal Exhibition Fees And
Street Closing Permit Fees.*

Universal "Big Tent" Circus.

Ordered, That the Director of the Department of Revenue waive all fees relating to the issuance of permits required by the Departments of Building, Zoning, Transportation and Fire, for the Universal "Big Tent" Circus, to be held in Washington Park, 5531 South Dr. Martin Luther King, Jr. Drive, for the period of August 10 through September 7, 1997, and for the closing of South Payne Avenue from 5100 to 5500, as follows:

Public Place of Amusement License fee		\$2,500.00
Itinerant Merchant License fee		25.00
Food Vendor License fee		125.00
Animal Exhibition fee		125.00
Street Closing Permit fee		25.00 per day

*Special Event License, Food Vendor License And
Street Closing Permit Fees.*

Maternity B.V.M. Annual Carnival.

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

SECTION 1. That the Director of the Department of Revenue and the Commissioner of Transportation, are hereby directed to waive Special Event License, Food Vendor License and Street Closing Permit fees in conjunction with Maternity B.V.M. Annual Carnival to be held on August 7, 1997 through August 11, 1997, from 2:00 P.M. to 11:00 P.M. and are hereby directed to issue all permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Street Closing Permit Fees.

Saint Jerome's Church Feast Of The Assumption.

Ordered, That the Department of Revenue waive the Street Closing Permit fee for Saint Jerome's Church Feast of the Assumption to be held at 2823 South Princeton Avenue on August __, 1997.

Saint Margaret Mary's Parish Chuck Wagon Dinner.

Ordered, That the Commissioner of the Department of Transportation is hereby authorized and directed to waive the Street Closure Permit fee (\$25.00), for the annual Church Wagon Dinner sponsored by Saint Margaret Mary's Parish, 2324 West Chase Avenue, Chicago, Illinois, on Sunday, July 20, 1997, from 1:00 P.M. until 10:00 P.M.. The event was held on the grounds located at 7341 North Claremont Avenue.

Saint Procopius Kermeses.

Ordered, That the Department of Revenue waive the Street Closure Permit fees for Saint Procopius Kermeses to be held at 1641 South Allport Street, on August 8, 9 and 10, 1997.

Santa Lucia Parish.

Ordered, That the Department of Revenue waive the Street Closure Permit fees for Santa Lucia Parish to be held at 3000 -- 3059 South Wells Street, on July 31 to August 3, 1997.

Tent Permit Fees.

*Department Of Cultural Affairs/
Chicago Summer Dances.*

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Tent Permit fee in connection with the Department of Cultural Affairs, Chicago Summer Dances, which will take place August 14 through September 28, 1997, in the Montgomery Gardens in Grant Park, 6:30 P.M. to 10:00 P.M., each day.

Miscellaneous Fees.

Taste Of Logan Square Carnival.

Ordered, That the Director of the Department of Revenue waive the fees for the Taste of Logan Square Carnival, to be held beginning Monday, August 18, 1997 and ending Monday, August 25, 1997, during the hours of 11:00 A.M. to 10:00 P.M.. The carnival is to be held on North Kedzie Boulevard, from West Fullerton Avenue to West Logan Boulevard.

Ebenezer Missionary Baptist Church Bazaar.

Ordered, That the permit fees be waived for the bazaar on August 9, 1997, sponsored by Ebenezer Missionary Baptist Church, 4501 South Vincennes Avenue.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(a)
OF MUNICIPAL CODE OF CHICAGO BY REMOVAL
OF RESTRICTIONS ON PARKING OF PICKUP
TRUCKS AND/OR VANS ON RESIDENTIAL
STREETS WITHIN TWENTY-EIGHTH
WARD.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 4, 1997) a proposed ordinance to amend Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago with regard to pickup truck parking, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago is hereby amended by adding the language in italics, as follows:

9-64-170 Large Vehicles -- Parking Restricted.

(a) It shall be unlawful to park any truck, tractor, semitrailer, trailer recreational vehicle more than 22 feet in length, self contained motor home, bus, taxi cab or livery vehicle on any residential street for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicles, except that a driver of a bus may park the bus in a designated bus stand as authorized elsewhere in the traffic code; provided, however, that in the 9th, 10th, 12th, 13th, 14th, 15th, 16th, 18th, 19th, 22nd, 23rd, 29th, 26th, 28th, 32nd, 33rd, 37th, 40th, 42nd, 43rd, 46th, 49th and 50th wards this prohibition shall not apply to the owner of a pickup truck or van weighing under 4,500 pounds who has no outstanding parking violations, when such vehicle is parked at the curb adjacent to the owners place of residence and the vehicle bears a valid and current city vehicle tax sticker and a special parking permit issued in accordance with this subsection. In the 15th and 46th ward this prohibition also shall not apply to the owner of a taxicab who has no outstanding parking violations, when such vehicle is not in service, when the vehicle is parked at the curb adjacent to the owner's place of residence

and when the vehicle bears a valid and current city vehicle tax sticker and a special permit issued in accordance with this subsection.

The owner shall apply for a permit for such parking from the alderman of the ward in which he or she resides. The parking administrator shall issue a permit upon receipt of a completed application, payment of a \$30.00 annual fee, and upon passage and publication of a city council order authorizing the issuance of the permit. A permit issued under this subsection shall be valid until the thirtieth of June following the date of issuance and there shall be a proration of the permit fee. The permit shall be affixed without the use of supplemental adhesive to the inside of the windshield of the vehicle, directly above the city vehicle tax sticker.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 7, May 14, June 4, July 2 and 30, 1997) ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Ward	Location
27	West Washington Boulevard (north side) from a point 100 feet east of North Ada Street, to a point 40 feet east thereof -- loading zone/tow-away zone -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday (97-0808);
27	North Aberdeen Street (west side) from a point 176 feet north of West Washington Boulevard, to a point 40 feet north thereof -- loading zone/tow-away zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (97-0811);

Ward	Location
27	West Randolph Street (service drive) (north side) from a point 136 feet west of North May Street, to a point 25 feet west thereof -- loading zone/tow-away zone -- 7:00 A.M. to 3:00 P.M. -- Monday through Saturday (97-0812);
27	West Lake Street (south side) from a point 135 feet west of North Morgan Street, to a point 50 feet west thereof -- loading zone/tow-away zone -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (97-0809);
27	North Halsted Street (east side) from a point 114 feet south of West Ohio Street, to a point 25 feet south thereof -- loading zone/tow-away zone -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday (97-0804);
27	South Halsted Street (west side) from a point 152 feet north of West Van Buren Street, to a point 22 feet north thereof -- loading zone/tow-away zone -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday (97-0801);
27	North Ogden Avenue (west side) from a point 20 feet north of West Carroll Avenue, to a point 50 feet north thereof -- loading zone/tow-away zone -- 7:00 A.M. to 9:00 P.M. -- all days (97-0810);

Ward	Location
29	West Corcoran Place (service drive) (north side) from a point 85 feet west of North Central Avenue, to a point 32 feet west thereof -- handicapped loading zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday (97-0817);
29	West Corcoran Place (service drive) (north side) from a point 80 feet east of North Austin, to a point 32 feet east thereof -- handicapped loading zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday (97-0816);
35	North Milwaukee Avenue (west side) from a point 175 feet west of North Sawyer Avenue, to a point 22 feet west thereof -- loading zone/tow-away zone -- 7:00 A.M. to 8:00 P.M. (97-0830);
35	North Milwaukee Avenue (east side) from a point 190 feet west of North Talman Avenue, to a point 30 feet west thereof -- loading zone/tow-away zone -- 9:00 A.M. to 7:00 P.M. (97-0831);
40	West Lawrence Avenue (north side) from a point 143 feet west of North Rockwell Street, to point 22 feet west thereof -- 9:00 A.M. to 10:00 P.M. -- no exception (97-0840);
42	East Huron Street (north side) from a point 60 feet west of North Wabash Avenue, to a point 43 feet west thereof -- 9:00 A.M. to 8:00 P.M. -- all days -- loading zone/tow-away zone (97-0939);

Ward	Location
44	North Broadway (west side) from a point 100 feet north of West Belmont Avenue, to a point 55 feet north thereof -- 8:00 A.M. to 12:00 Noon and 2:00 P.M. to 4:00 P.M. -- Monday through Friday -- loading zone/tow-away zone (97-0847);
44	North Broadway (east side) from a point 315 feet north of West Diversey Parkway, to a point 25 feet north thereof -- loading zone/tow-away zone -- 11:30 A.M. to 12:00 Midnight (97-0695);
47	North Southport Avenue (east side) from a point 20 feet north of West Irving Park Road, to a point 25 feet north thereof -- 5:00 P.M. to 12:00 Midnight -- no exception (97-0853);
48	North Broadway (east side) from a point 238 feet north of West Catalpa Avenue, to a point 40 feet north thereof -- 11:00 A.M. to 11:00 P.M. -- tow-away zone (97-0698).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

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

SECTION 1. Repeal ordinance passed April 15, 1995 (Council Journal of Proceedings, page 67584) which reads:

"West 47th Street (south side) from a point 100 feet east of South Kilpatrick Avenue, to a point 29 feet east thereof -- no parking/loading zone -- 12:00 P.M. to 12:30 P.M. -- all school days" (23rd Ward) (97-0650).

SECTION 2. Repeal ordinance passed March 6, 1963 (Council Journal of Proceedings, page 9060) which reads:

"West Fullerton Avenue (north side) from a point 175 feet east of the east property line of North Kenton Avenue, to a point 25 feet east thereof -- no parking/ loading zone -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday" (31st Ward) (97-0825).

SECTION 3. Amend ordinance passed November 29, 1989 (Council Journal of Proceedings, page 8298) which reads:

"West Wrightwood Avenue (south side) from a point 30 feet west of North Halsted Street west thereof -- loading zone -- 5:00 P.M. to 12:00 Midnight -- Monday through Saturday"

by striking:

"loading zone -- 5:00 P.M. to 12:00 Midnight -- Monday through Saturday"

and inserting:

"loading zone -- 5:00 P.M. to 12:00 Midnight -- Monday through Thursday -- 5:00 P.M. to 5:00 A.M. -- Friday and Saturday -- tow-away zone" (43rd Ward) (97-0615).

SECTION 4. Amend ordinance passed September 13, 1995 (Council Journal of Proceedings, page 7016) which reads:

"North Halsted Street (west side) from a point 70 feet south of West Wrightwood Avenue, to a point 25 feet south thereof -- loading zone/tow-away zone -- 7:30 P.M. to 3:00 A.M. -- Friday and 7:30 P.M. to 4:00 A.M. -- Saturday"

by striking the above and inserting:

"North Halsted Street (west side) from a point 20 feet south of West Wrightwood Avenue, to a point 75 feet south thereof -- loading zone -- 5:00 P.M. to 5:00 A.M. -- Friday and Saturday -- tow-away zone" (43rd Ward) (97-0253).

SECTION 5. Amend ordinance passed June 16, 1994 (Council Journal of Proceedings, page 52052) which reads:

"North Sheridan Road (east side) from a point 90 feet north of West Lunt Avenue, to a point 25 feet north thereof -- no parking/loading zone -- 6:00 P.M. to 1:00 A.M."

by striking:

"25 feet"

and inserting in lieu thereof:

"50 feet" (49th Ward) (97-0855).

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF VEHICULAR TRAFFIC MOVEMENT
ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 19, May 15, June 4 and July 2, 1997) proposed ordinances to establish vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Ward	Location
5	East 71st Place, from South Cyril Avenue to South Jeffery Boulevard -- easterly (97-0378);
7	East 92nd Place, from South Crandon Avenue to South Yates Boulevard -- easterly (97-0529);
10	South Hoxie Avenue, from East 99th Street to East 97th Street -- northerly (97-0773);
12	First north/south alley east of South Homan Avenue, from West 30th Street to West 31st Street -- southerly (97-0778);
19	South Harding Avenue, from West 109th Street to West 111th Street -- southerly (97-0790);

Ward	Location
23	South Kilpatrick Avenue, from West 43rd Street to West 47th Street -- southerly (97-0652);
23	West 46th Street, from South Knox Avenue to South Cicero Avenue -- westerly (97-0651);
29	North Mayfield Avenue, from West Chicago Avenue to West Augusta Boulevard -- northerly (97-0820);
31	North Kenosha Avenue, from West Barry Avenue to West Wellington Avenue -- southerly (97-0662);
32	West Willow Street, from North Damen Avenue to North Hoyne Avenue --- westerly (97-0927);
35	East/west alley north of West Fullerton Avenue, between North Kimball Avenue and North Bernard Avenue -- westerly (97-0665);
46	West Lakeside Avenue, from North Marine Drive to North Clarendon Avenue -- westerly (97-0690).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND REMOVAL OF PARKING METERS
AND/OR PARKING METER AREAS AT
SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 4, July 2 and 30, 1997) proposed ordinances to establish and remove parking meters on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Parking Meter Area.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 200 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to establish a parking meter area as follows:

Ward	Location
42	West Germania Place (south side) from North Clark Street to a point 120 feet west thereof -- thirty minute limit -- 8:00 A.M. to 6:00 P.M. -- everyday -- 25¢ for each thirty minutes.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of Parking Meters.

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

SECTION 1. Removal of all parking meters located from 5600 to 5806 West Roosevelt Road (29th Ward).

SECTION 2. Removal of parking meters on the 4000 block of North Albany Avenue (both sides) from West Irving Park Road to the first alley north thereof (33rd Ward).

SECTION 3. Removal of all parking meters on West Ohio Street (both sides) from North LaSalle Street to North Clark Street (42nd Ward).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING
RESTRICTIONS ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 11, October 2 and 30, 1996, April 16, May 14, June 4, July 2 and 30, 1997) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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.
(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 916 North Washtenaw Avenue -- Handicapped Parking Permit 14972;
1	At 1538 North Wood Street -- Handicapped Parking Permit 15137;
2	At 219 South Hamilton Avenue -- Handicapped Parking Permit 14974;
2	At 3223 South Calumet Avenue -- Handicapped Parking Permit 14973;
3	At 5213 South Morgan Street -- Handicapped Parking Permit 14975;
5	At 1304 East 72nd Street -- Handicapped Parking Permit 14831;
5	At 7516 South Dorchester Avenue -- Handicapped Parking Permit 13922;

Ward	Location
5	At 6759 South Oglesby Avenue -- Handicapped Parking Permit 15267;
6	At 7747 South St. Lawrence Avenue -- Handicapped Parking Permit.15176;
6	At 7425 South Rhodes Avenue -- Handicapped Parking Permit 15167;
6	At 7200 South Dr. Martin Luther King, Jr. Drive (install signs on East 72nd Street just west of Dr. Martin Luther King, Jr. Drive at walkway 1 East 72nd Street) Handicapped Parking Permit 15182;
6	At 7026 South Perry Avenue -- Handicapped Parking Permit 15169;
6	At 9756 South Prairie Avenue -- Handicapped Parking Permit 15168;
6	At 9347 South Calumet Avenue -- Handicapped Parking Permit 15185;
6	At 7533 South Champlain Avenue -- Handicapped Parking Permit 15166;
6	At 6726 South Emerald Avenue -- Handicapped Parking Permit 13932;
6	At 7159 South Prairie Avenue -- Handicapped Parking Permit 15186;

Ward	Location
8	At 1620 East 86th Street -- Handicapped Parking Permit 14980;
8	At 1621 East 84th Place -- Handicapped Parking Permit 13940;
8	At 7843 South Euclid Avenue -- Handicapped Parking Permit 14982;
8	At 8355 South Luella Avenue -- Handicapped Parking Permit 14996;
8	At 7658 South Ridgeland Avenue -- Handicapped Parking Permit 15187;
9	At 10538 South Wabash Avenue -- Handicapped Parking Permit 14082;
9	At 9149 South Michigan Avenue -- Handicapped Parking Permit 13702;
11	At 3220 South Aberdeen Street -- Handicapped Parking Permit 15141;
11	At 3221 South Wallace Street -- Handicapped Parking Permit 15140;
11	At 1943 West 33rd Street -- Handicapped Parking Permit 15142;
11	At 545 West 29th Street -- Handicapped Parking Permit 14991;

Ward	Location
11	At 3638 South Hoyne Avenue -- Handicapped Parking Permit 14992;
11	At 3609 South Lowe Avenue -- Handicapped Parking Permit 14999;
11	At 2838 South Keeley Street -- Handicapped Parking Permit 14998;
11	At 3234 South Hoyne Avenue -- Handicapped Parking Permit 14993;
11	At 2504 West 45th Place -- Handicapped Parking Permit 14995;
11	At 3739 South Wood Street -- Handicapped Parking Permit 14997;
11	At 4549 South Union Avenue -- Handicapped Parking Permit 15143;
11	At 4322 South Emerald Avenue -- Handicapped Parking Permit 15148;
12	At 1846 West 46th Street -- Handicapped Parking Permit 13957;
12	At 3356 West 37th Place -- Handicapped Parking Permit 15144;
13	At 6147 South Massasoit Avenue -- Handicapped Parking Permit 15151;

Ward	Location
13	At 4042 West 57th Street -- Handicapped Parking Permit 13960;
14	At 4625 South Karlov Avenue -- Handicapped Parking Permit 15156;
14	At 5715 South Troy Street -- Handicapped Parking Permit 15175;
17	7311 South May Street -- Handicapped Parking Permit 15171;
17	At 1335 West 71st Place -- Handicapped Parking Permit 15163;
17	At 7044 South Morgan Street -- Handicapped Parking Permit 1836;
17	At 1323 West 71st Place -- Handicapped Parking Permit 15165;
17	At 7654 South Morgan Street -- Handicapped Parking Permit 15022;
17	At 7552 South Paulina Avenue -- Handicapped Parking Permit 15161;
17	At 7547 South Marshfield Avenue -- Handicapped Parking Permit 15162;
17	At 1416 West 71st Street -- Handicapped Parking Permit 15236;

Ward	Location
17	At 8025 South Emerald Avenue -- Handicapped Parking Permit 15173;
18	At 2327 West 81st Place -- Handicapped Parking Permit 15024;
18	At 8230 South Loomis Boulevard -- Handicapped Parking Permit 15192;
18	At 8020 South Throop Street -- Handicapped Parking Permit 15196;
18	At 8216 South Morgan Street -- Handicapped Parking Permit 15174;
18	At 3633 West 81st Street -- Handicapped Parking Permit 15195;
18	At 7933 South Marshfield Avenue -- Handicapped Parking Permit 15203;
18	At 7926 South Elizabeth Street -- Handicapped Parking Permit 15206;
18	At 8427 South Paulina Street -- Handicapped Parking Permit 15200;
18	At 8438 South Morgan Street -- Handicapped Parking Permit 15205;
18	At 7611 South Seeley Avenue -- Handicapped Parking Permit 15204;

Ward	Location
19	At 11026 South Ridgeway Avenue -- Handicapped Parking Permit 15025;
19	South Hoyne Avenue (east side) from a point 20 feet north of West 111th Street, to a point 50 feet north thereof -- reserved parking for handicapped -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday -- \$100.00 fine -- tow-away zone (97-1024);
21	At 8126 South Green Street -- Handicapped Parking Permit 15026;
21	At 9744 South Wallace Street -- Handicapped Parking Permit 15028;
21	At 11353 South Elizabeth Street -- Handicapped Parking Permit 15029;
21	At 8739 South Carpenter Street -- Handicapped Parking Permit 15030;
21	At 9022 South Laflin Street -- Handicapped Parking Permit 15031;
21	At 8158 South Green Street -- Handicapped Parking Permit 15032;
21	At 9131 South Normal Avenue -- Handicapped Parking Permit 15033;

Ward	Location
21	At 9811 South Throop Street -- Handicapped Parking Permit 15034;
21	At 8342 South Kerfoot Avenue -- Handicapped Parking Permit 15035;
21	At 9139 South Lowe Avenue -- Handicapped Parking Permit 15242;
21	At 9240 South LaFayette Avenue -- Handicapped Parking Permit 15250;
21	At 8740 South Carpenter Street -- Handicapped Parking Permit 15248;
21	At 9238 South Eggleston Avenue -- Handicapped Parking Permit 15251;
21	At 8755 South Bishop Street -- Handicapped Parking Permit 15253;
22	At 3025 South Kedvale Avenue -- Handicapped Parking Permit 15038;
22	At 2621 South Hamlin Avenue -- Handicapped Parking Permit 15036;
23	At 6530 West 64th Street -- Handicapped Parking Permit 15044;
23	At 4851 South LaCrosse Avenue -- Handicapped Parking Permit 15043;

Ward	Location
23	At 5155 South Natchez Avenue -- Handicapped Parking Permit 15042;
23	At 4759 South Kolin Avenue -- Handicapped Parking Permit 15041;
23	At 4622 South LeClaire Avenue -- Handicapped Parking Permit 15040;
23	At 4624 South Lawler Avenue -- Handicapped Parking Permit 15039;
23	At 5249 South Lotus Avenue -- Handicapped Parking Permit 15307;
23	At 5332 South Neenah Avenue -- Handicapped Parking Permit 15209;
24	At 4109 West Grenshaw Street -- Handicapped Parking Permit 15046;
24	At 1225 South Homan Avenue -- Handicapped Parking Permit 15047;
24	At 4112 West Grenshaw Street -- Handicapped Parking Permit 15048;
24	At 2111 South Christiana Avenue -- Handicapped Parking Permit 15050;
24	At 4831 West Polk Street -- Handicapped Parking Permit 15051;

Ward	Location
24	At 3942 West Lexington Street -- Handicapped Parking Permit 15052;
27	At 1007 North Ridgeway Avenue -- Handicapped Parking Permit 15053;
27	At 734 North Christiana Avenue -- Handicapped Parking Permit 15098;
27	At 956 North Lawndale Avenue -- Handicapped Parking Permit 15097;
28	At 2848 West Fillmore Street -- Handicapped Parking Permit 15101;
28	At 230 North Leclaire Avenue -- Handicapped Parking Permit 15055;
28	At 2421 West Arthington Avenue -- Handicapped Parking Permit 15066;
28	At 178 North Leclaire Avenue -- Handicapped Parking Permit 15100;
28	At 4057 West Wilcox Street -- Handicapped Parking Permit 15102;
29	At 2107 North Mango Avenue -- Handicapped Parking Permit 13987;
29	At 5316 West Monroe Street -- Handicapped Parking Permit 14953;

Ward	Location
29	At 5407 West Adams Street Handicapped Parking Permit 15104;
29	At 2334 North Menard Avenue -- Handicapped Parking Permit 15105;
30	At 5219 West Wolfram Street -- Handicapped Parking Permit 14955;
30	At 4209 West School Street -- Handicapped Parking Permit 15107;
31	4855 West Schubert Avenue -- Handicapped Parking Permit 14959;
31	At 2240 North Hamlin Avenue -- Handicapped Parking Permit 8910;
31	At 3721 West Belden Avenue -- Handicapped Parking Permit 15108;
31	At 2917 North Kolmar Avenue -- Handicapped Parking Permit 15109;
31	At 2156 North Laporte Avenue -- Handicapped Parking Permit 15110;
32	At 3109 North Damen Avenue -- Handicapped Parking Permit 14963;
33	At 3327 West Grace Street -- Handicapped Parking Permit 14964;

Ward	Location
33	3753 North Christiana Avenue -- Handicapped Parking Permit 1463;
33	3708 North Central Park Avenue -- Handicapped Parking Permit 15113;
36	At 1848 North Oak Park Avenue -- Handicapped Parking Permit 15119;
37	At 722 North Long Avenue -- Handicapped Parking Permit 15056;
37	At 820 North Lavergne Avenue -- Handicapped Parking Permit 15058;
37	At 1245 North Lockwood Avenue -- Handicapped Parking Permit 15122;
37	At 1318 North Lockwood Avenue -- Handicapped Parking Permit 15057;
37	At 4929 West Bloomingdale Avenue -- Handicapped Parking Permit 15060;
37	At 5249 West Washington Boulevard -- Handicapped Parking Permit 15059;
37	At 5111 West Ferdinand Street -- Handicapped Parking Permit 15121;
38	At 4549 North Melvina Avenue -- Handicapped Parking Permit 15061;

Ward	Location
38	At 5507 West School Street -- Handicapped Parking Permit 15062;
38	At 4146 North Mobile Avenue -- Handicapped Parking Permit 15063;
40	At 5630 North Artesian Avenue -- Handicapped Parking Permit 15065;
40	At 2016 West Farragut Avenue -- Handicapped Parking Permit 15069;
41	At 6129 West Touhy Avenue (alongside on North Moody Avenue) Handicapped Parking Permit 15129;
42	At 1445 West Flornoy Street -- Handicapped Parking Permit 15070;
42	At 233 East Wacker Drive -- Handicapped Parking Permit 15227;
43	At 1313 North Ritchie Court handicapped permit parking;
44	At 3250 North Seminary Avenue -- Handicapped Parking Permit 15072;
44	At 3718 North Kenmore Avenue -- Handicapped Parking Permit 14042;
45	At 5024 West Cullom Avenue -- Handicapped Parking Permit 15073;

Ward	Location
45	At 6048 North Marmora Avenue -- Handicapped Parking Permit 15074;
45	At 5429 North Lynch Avenue -- Handicapped Parking Permit 14237;
45	At 5312 North Mobile Avenue -- Handicapped Parking Permit 15075;
46	At 4454 North Magnolia Avenue Handicapped Parking Permit 15077;
46	At 1257 West Carmen Avenue -- Handicapped Parking Permit 15078;
47	At 2416 West Pensacola Avenue -- Handicapped Parking Permit 15080;
47	At 3948 North Marshfield Avenue -- Handicapped Parking Permit 15079;
48	At 5401 North Winthrop Avenue -- Handicapped Parking Permit 13039;
49	At 1317½ West Touhy Avenue -- Handicapped Parking Permit 15081;
50	6533 North Kedzie Avenue -- Handicapped Parking Permit 15136.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Amendment Of Parking Prohibition At All Times.
(Except For Handicapped)*

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

SECTION 1. Amend ordinance by striking:

"7637 South Yates Boulevard -- Handicapped Parking Permit 6959"
(5th Ward).

SECTION 2. Amend ordinance by striking:

"7325 South University Avenue -- Handicapped Parking Permit 9451"
(5th Ward).

SECTION 3. Amend ordinance by striking:

"2923 East 96th Street -- Handicapped Parking Permit 9466" (10th
Ward).

SECTION 4. Amend ordinance by striking:

"3344 South May Street -- Handicapped Parking Permit 14099" (11th
Ward).

SECTION 5. Amend ordinance by striking:

"3423 West 60th Place -- Handicapped Parking Permit 8876" (13th
Ward).

SECTION 6. Amend ordinance by striking:

"5215 South Kilpatrick Avenue -- Handicapped Parking Permit 4242"
(23rd Ward).

SECTION 7. Amend ordinance by striking:

"5704 North Keystone Avenue -- Handicapped Parking Permit 7036"
(39th Ward).

SECTION 8. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 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
9	South Michigan Avenue (both sides) from East 116th Street to East 117th Street -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday (97-0640);
31	North Kenosha Avenue (east side) from West Wellington Avenue to West George Street -- no parking 10:00 P.M. to 8:00 A.M. -- Sunday through Saturday (97-0823);
50	North Campbell Avenue (east side) from a point 20 feet south of West Granville Avenue, to a point 40 feet south thereof -- no parking school days -- 8:00 A.M. to 4:00 P.M. (97-0856).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Amend ordinance passed September 19, 1957 (Council Journal of Proceedings, page 6022) which reads:

"West 47th Street (south side) from South Cicero Avenue to South Archer Avenue -- no parking -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday"

by striking:

"West 47th Street (south side) between South Kilpatrick and South Knox Avenue" (23rd Ward) (97-0650).

SECTION 2. Repeal ordinance passed June 6, 1973 (Council Journal of Proceedings, pages 5690 -- 5691) which reads:

"North Kenosha Avenue (west side) from West Wellington Avenue to West George Street -- no parking -- 8:00 A.M. to 10:00 P.M. -- Monday through Friday" (31st Ward) (97-0823).

SECTION 3. Repeal ordinance passed May 28, 1969 (Council Journal of Proceedings, page 5600) which reads:

"East Lake Shore Drive (local) (north side) from North Michigan Avenue to North Lake Shore Drive -- no parking -- 4:00 P.M. to 6:00 P.M. -- except Saturday, Sunday and holidays" (42nd Ward) (97-0680).

SECTION 4. 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
13	South Central Park Avenue (east side) from West 63rd Street to the first east/west alley north thereof -- one hour limit -- Monday through Friday (97-0646);
29	West Corcoran Place (service drive/north side) from North Mayfield Avenue to North Austin Avenue -- two hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday (97-0819);
29	West Corcoran Place (service drive/north side) from North Central Avenue to North Parkside Avenue -- two hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday (97-0818).

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 July 2, 1997 (Council Journal of Proceedings, page 48097) which reads:

"South Western Avenue (east side) from a point 100 feet south of West 105th Street, to a point 34 feet south thereof -- 30 minute limit -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday",

by striking:

"to a point 34 feet south"

and inserting:

"to a point 119 feet south thereof" (19th Ward) (97-0791).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Industrial Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 091 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as industrial permit parking zones, for the following locations:

Ward	Location
27	Industrial Permit Parking Zone 17, South Peoria Avenue (east side only) from West Monroe Street to a point 209 feet north thereof -- at all times -- tow-away zone (H20+/Hydrotech Laboratories, 845 West Madison Street);
27	Industrial Permit Parking Zone 17, South Green Street (west side only) from West Monroe Street to a point 295 feet north thereof -- at all times -- tow-away zone (H20+/Hydrotech Laboratories, 845 West Madison Street);
27	Industrial Permit Parking Zone 13, North Wells Street (west side only) north/south boundary, from a point 17 feet south of the southwest corner of West Goethe Street, to a point 53 feet south thereof -- at all times -- tow-away zone (Jam Productions, Ltd. 207 West Goethe Street);

Ward	Location
27	Industrial Permit Parking Zone 13, West Goethe Street (south side only) east/west boundary, from a point 30 feet west of the southwest corner of North Wells Street, to a point 95 feet west thereof -- at all times -- tow-away zone (Jam Productions, Ltd. 207 West Goethe Street);
27	Industrial Permit Parking Zone 13, West Goethe Street (north side only) east/west boundary, from a point 30 feet west of the northwest corner of North Wells Street, to a point 475 feet west thereof -- at all times -- tow-away zone (Jam Productions, Ltd. 207 West Goethe Street).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Industrial Permit Parking Zones.

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

SECTION 1. Amend ordinance passed July 2, 1997 (Council Journal of Proceedings, page 48098) which reads:

"North Ravenswood Avenue (west side only) north/south boundary, from a point 380 feet north of the northwest corner of North Ravenswood Avenue and West Leland Avenue, to a point 434 feet north thereof -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone (Golden Nugget America's Favorite Pancakes, 1765 West Lawrence Avenue) (Industrial Permit Parking Zone 19)"

by striking:

"Zone 19"

and inserting:

"Zone 20".

SECTION 2. Amend ordinance passed July 2, 1997 (Council Journal of Proceedings, page 48100) which reads:

"West Leland Avenue (north side only) east/west boundary, from a point 5 feet east of the northeast corner of North Ravenswood Avenue and West Leland Avenue, to a point 79 feet east thereof (Industrial Permit Parking Zone 23)"

by striking:

"Zone 23"

and inserting:

"Zone 20".

SECTION 3. Amend ordinance passed July 2, 1997 (Council Journal of Proceedings, page 48100) which reads:

"North Ravenswood Avenue (east side only) north/south boundary, from a point 25 feet north of the northeast corner of North Ravenswood Avenue and West Leland Avenue, to a point 380 feet north thereof (excluding all driveways) (Industrial Permit Parking Zone 23)"

by striking:

"Zone 23"

and inserting:

"Zone 20".

SECTION 4. Amend ordinance passed July 2, 1997 (Council Journal of Proceedings, page 48100) which reads:

"North Ravenswood Avenue (west side only) north/south boundary, from a point 25 feet north of the northeast corner of North Ravenswood

Avenue and West Leland Avenue, to a point 380 feet north thereof (excluding all driveways) (Industrial Permit Parking Zone 23)"

by striking:

"Zone 23"

and inserting:

"Zone 20".

SECTION 5. Amend ordinance passed July 2, 1997 (Council Journal of Proceedings, page 48100) which reads:

"North Ravenswood Avenue (west side only) north/south boundary, from a point 25 feet north of the northwest corner of North Ravenswood Avenue and West Leland Avenue, to a point 380 feet north thereof -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone (Protactic Golf, 4701 North Ravenswood Avenue) (Industrial Permit Parking Zone 23)"

by striking:

"Zone 23"

and inserting:

"Zone 20".

SECTION 6. 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
1	West Crystal Street, from North Hermitage Avenue to North Wood Street -- 2:00 P.M. to 3:00 A.M. -- Monday through Friday -- at all times -- Saturday and Sunday (Zone 471);
6	South Langley Avenue (both sides) from East 78th Street to East 79th Street -- 9:00 A.M. to 8:00 P.M. -- Monday through Friday (Zone 87);
12	South Fairfield Avenue, from West 16th Street to West 18th Street at all times (Zone 395);
12	South Sawyer Avenue, from West 27th Street, to the first alley north thereof -- at all times (Zone 485);
13	West 56th Street (south side only) from South Karlov Avenue to the first alley east thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday (Zone 382);
13	South Komensky Avenue (east side only) from West 55th Street to West 56th Street -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday (Zone 382);
15	South Artesian Avenue (west side) from West 66th Street to West Marquette Road and (east side) from West 66th Street to the first alley south thereof -- at all times (Zone 308);
18	South Justine Street, from West 79th Street to West 81st Street -- at all times (Zone 131);
19	South Claremont Avenue, from West 98th Street to West 99th Street -- at all times (Zone 384);

Ward	Location
20	South Drexel Avenue (east side only) from East 61st Street to East 62nd Street -- at all times (Zone 369);
23	South Tripp Avenue, from West 50th Street to the first alley south -- at all times (Zone 70);
25	South Claremont Avenue, from West Polk Street to West Taylor Street -- at all times (Zone 80);
28	West 15th Street, from South Rockwell Street to South Washtenaw Avenue -- at all times (Zone 372);
29	North Menard Avenue, from West Dickens Avenue to West Grand Avenue -- at all times (Zone 26);
30	West Cornelia Avenue (both sides) between West Lawndale Avenue to North Hamlin Avenue -- at all times (Zone 103);
30	West Wolfram Avenue, from North Laramie Avenue to North Lockwood Avenue -- at all times (Zone 240);
31	North Kilpatrick Avenue (west side only) from West Diversey Avenue to West George Street -- at all times (Zone 100);
37	West Wabansia Avenue, from North Cicero Avenue to North Lamon Avenue -- at all times (Zone 362);

Ward

Location

45

North Linder Avenue, from
West Leland Avenue to West
Lawrence Avenue -- 8:00 A.M. to
11:00 P.M. -- Monday through
Friday (Zone 387).

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. Repeal residential permit parking for the 2700 block of South Hillock Avenue (11th Ward) (Zone 157).

SECTION 2. Repeal ordinance related to the 4400 block of South Fairfield Avenue (west side) (12th Ward) (Zone 252).

SECTION 3. Repeal residential permit parking on West 56th Street (both sides) between South Keeler Avenue and South Tripp Avenue -- 6:00 A.M. to 6:00 P.M. -- everyday (23rd Ward).

SECTION 4. Amend ordinance by striking:

"3400 block of North Harding Avenue (both sides)" (30th Ward) (Zone 424).

SECTION 5. Amend ordinance by striking:

"South Vincennes Avenue (east side) from 119th Street to a point 122 feet north" (34th Ward) (Zone 170).

SECTION 6. Amend Zone 143 on West Belden Avenue, from North Sedgwick Street to North Bissell Street -- 6:00 P.M. to 12:00 Midnight -- everyday, by striking:

"12:00 Midnight"

and inserting:

"6:00 A.M." (43rd Ward).

SECTION 7. Amend Zone 143 on West Webster Avenue, from North Sedgwick Street to North Bissell Street -- 6:00 P.M. to 12:00 Midnight -- everyday, by striking:

"12:00 Midnight"

and inserting:

"6:00 A.M." (43rd Ward).

SECTION 8. Amend ordinance passed July 2, 1997 (printed in Council Journal of Proceedings, page 48106) which reads:

"North Ravenswood Avenue (east side only) north/south boundary, from a point 385 feet north of the northeast corner of North Ravenswood Avenue and West Leland Avenue, to a point 520 feet north thereof -- tow-away zone -- 7:00 A.M. to 5:00 P.M. -- Monday through Sunday (Zone 462)"

by striking:

"Residential Zone 462"

and insert as part of (Industrial Permit Parking Zone 20); also inserting that any person who resides within these boundaries shall be allowed to purchase industrial parking permits at the established cost of residential permit parking which is \$10.00 annually and \$1.00 for ten guest passes. (47th Ward).

SECTION 9. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Service Drives/Diagonal Parking.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as service drives/diagonal parking for the following locations:

Ward	Location
1	North/south of West Superior Street, from North Western Avenue to the first alley west thereof (97-0882);
9	East 100th Place (south side) from sidewalk near South Michigan Avenue west to first thereof -- service drive/diagonal parking (97-0772);
14	West 58th Street (south side) from South Kedzie Avenue going east for 100 feet to the first alley east of South Kedzie Avenue -- service drive/diagonal parking (97-0783);
36	West Medill Avenue (south side) from North Harlem Avenue to the first alley east thereof -- service drive/diagonal parking (97-0835);
37	1900 block of North Leamington Avenue -- service drive/diagonal parking (97-0838);
37	North Kilpatrick Avenue, from West Chicago Avenue to West Augusta Boulevard -- service drive/diagonal parking (97-0839);
46	West Grace Street (south side) from North Halsted Street to 817 West Grace Street -- service drive/diagonal parking (97-0852).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF SPEED LIMITATIONS ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 2, 1997) orders to establish speed limitations, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS;
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public way designated within the limits specified:

Ward	Location
12	3300 to 3900 South Kedzie Avenue -- 20 miles per hour (97-0779).

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, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 19, April 16, May 14, June 4, July 2 and 30, 1997) proposed ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

Designation Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
2	South Dr. Martin Luther King, Jr. Drive (both sides) from East 25th Street to East 26th Street -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday (97-0637);
2	South Dearborn Street (west side) from a point 210 feet north of West Polk Street, to a point 25 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (97-0754);
2	South Michigan Avenue (west side) from a point 100 feet north of East 23rd Street, to a point 44 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (97-0885);
11	South Lock Street (west side) from West Fuller Street, to a point 550 feet south thereof -- tow-away zone (97-0538);
23	West 47th Street (south side) from South Kilpatrick Avenue to South Knox Avenue -- at all times -- tow-away zone (97-0650);
31	West Wellington Avenue (north side) from North Knox Avenue to the first alley west thereof -- no parking/tow-away zone -- 7:00 A.M. to 10:00 P.M. (97-0824);
35	North Milwaukee Avenue (west side) from a point 328 feet west of North Sacramento Avenue, to a point 100 feet thereof -- tow-away zone (97-0575);

Ward	Location
42	East Lake Shore Drive (north side) from (inner) North Lake Shore Drive to (inner) North Lake Shore Drive (Michigan Avenue) no parking, no stopping, no standing -- 4:00 P.M. to 6:30 P.M. -- Monday through Friday -- tow-away zone (97-0680);
43	North Halsted Street (west side) from a point 85 feet north of West Webster Avenue, to a point 50 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- Monday through Friday -- 7:00 A.M. to 8:00 P.M. and Saturday -- 9:00 A.M. to 6:00 P.M. (97-0370);
43	West Fullerton Parkway (north side) from a point 20 feet west of North Burling Street, to a point 20 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday (97-0618);
44	West Fletcher Street (south side) from a point 75 feet east of North Sheffield Avenue, to a point 60 feet east thereof -- tow-away zone -- 6:00 A.M. to 9:00 P.M. -- Monday through Saturday (97-0620);

Ward	Location
44	North Seminary Avenue (east side) from a point 20 feet south of West Belmont Avenue, to a point 25 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 8:00 A.M. to 8:00 P.M. (public benefit) (97-0690);
44	West Belmont Avenue (south side) from a point 20 feet east of North Seminary Avenue, to a point 25 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday (public benefit) (97-0694);
46	West Cornelia Avenue (north side) from a point 75 feet east of North Halsted Street, to a point 25 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 5:00 P.M. to 12:00 Midnight -- Tuesday through Sunday (97-0625);
46	North Sheridan Road (east side) from a point 85 feet south of West Lawrence Avenue, to a point 57 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (97-405);

Ward

Location

47

North Damen Avenue (west side) from a point 162 feet north of West Byron Street, to a point 45 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing 7:00 A. M. to 7:00 P.M. -- Monday through Saturday -- tow-away zone after 15 minutes (97-0854).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Amend ordinance passed December 13, 1995 (Council Journal of Proceedings, page 13879) which reads:

"South Michigan Avenue (both sides) from East Kensington Avenue to East 117th Street -- no standing, stopping, tow-away zone"

by striking:

"East 117th Street"

and inserting:

"East 116th Street" (9th Ward) (97-0640).

SECTION 2. Amend ordinance passed November 1, 1995 (Council Journal of Proceedings, page 9114) which reads:

"West Ohio Street (both sides)" from North Desplaines Street to North Peoria Street"

by striking:

"no parking any time -- tow-away zone" (27th Ward) (97-0807).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

AMENDMENT OF WEIGHT LIMITATION ON PORTION
OF SOUTH EBERHART AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 4, 1997) proposed ordinances to amend the allowable weight limit for trucks and commercial vehicles on portions of designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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. Amend ordinance passed November 15, 1961 (Council Journal of Proceedings, page 5768) which reads:

"South Eberhart Avenue, from East 100th Street to East 111th Street"

by striking:

"West 111th Street"

and inserting in lieu thereof:

"East 111th Place, weight limitations 5-tons" (9th Ward) (97-0641).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING
SIGNS AND TRAFFIC CONTROL SIGNALS ON
PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 14; May 14, June 4 and July 2, 1997) proposed ordinance and orders to erect traffic warning signs and signals, begs leave that Your Honorable Body do *Pass* the proposed substitute ordinances and substitute order submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances and substitute order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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/Signals.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the type specified:

Ward	Type Of Sign/Signal And Location
3	"All-Way Stop" signs, South Princeton Avenue and West 46th Place (97-0761);
3	"All-Way Stop" signs, South Prairie Avenue and East 44th Street (97-0759);
3	"Stop" sign, stopping South Emerald Avenue for West 58th Street (97-0760);
3	"All-Way Stop" signs, South Prairie Avenue and East 45th Street (97-0758);
4	"Four-Way Stop" signs, East 52nd Street and South Woodlawn Avenue (97-0523);
6	"All-Way Stop" signs, East 77th Street and South Michigan Avenue (97-0704);
7	"All-Way Stop" signs, South Luella Avenue and East 101st Street (97-0766);
8	"Stop" signs, stopping East 78th Street for South Ridgeland Avenue (97-0769);
8	"All-Way Stop" signs, South Woodlawn Avenue and East 81st Street (97-0768);
8	"Stop" signs, stopping South East End Avenue for East 77th Street;
8	"All-Way Stop" signs, South Woodlawn Avenue and East 80th Street (97-0771);
9	"Stop" signs, stopping South Prairie Avenue for East 106th Street (97-0708);

Ward	Type Of Sign/Signal And Location
10	"All-Way Stop" signs, South Brandon Avenue and East 91st Street (97-0777);
10	"One-Way Stop" signs, stopping South Hoxie Avenue for East 98th Street (97-0775);
10	"All-Way Stop" signs, South Hoxie Avenue and East 97th Street (97-0775);
10	"All-Way Stop" signs, at South Manistee Avenue and East 128th Street (97-0776);
11	"Stop" signs, stopping South Justine Street for West 33rd Street (97-0105);
13	"Stop" signs, stopping West 62nd Street for South St. Louis Avenue (97-0713);
13	"Stop" signs, stopping West 62nd Place for South St. Louis Avenue (97--0712);
18	"Stop" signs, stopping South Fairfield Avenue for West 81st Street (97-0786);
18	"Stop" signs, stopping West 80th Street for South Fairfield Avenue (97-0787);
18	"Stop" signs, stopping South Winchester Avenue for West 84th Street (97-0789);
19	"Stop" signs, stopping South Oakley Avenue for West 90th Street (97-0792);

Ward	Type Of Sign/Signal And Location
19	"Stop" signs, stopping South Washtenaw Avenue for West 112th Street;
19	"All-Way Stop" signs, at South Whipple Street and West 112th Street (97-0794);
19	"Stop" signs, stopping South Fairfield Avenue for West 114th Street (97-0793);
23	"Two-Way Stop" signs, stopping West 60th Street for South Mulligan Avenue (97-0725);
23	"All-Way Stop" signs, at South Nagle Avenue and West 54th Street (97-0724);
23	"Two-Way Stop" signs, stopping West 48th Street for South Kildare Avenue (97-0723);
23	"Two-Way Stop" signs, stopping West 52nd Street for South Moody Avenue (97-0546);
26	"All-Way Stop" signs, at West George Street and North Rockwell Street (97-0728);
26	"All-Way Stop" signs, at North Kimball Avenue and West Cortland Avenue (97-0129);
26	"One-Way Stop" signs, stopping North Oakley Avenue for West Wabansia Avenue (97-0729);

Ward	Type Of Sign/Signal And Location
28	"All-Way Stop" signs, at West Hubbard Street and North Lamon Street (97-0732);
29	"All-Way Stop" signs, at West Jackson Boulevard and South Lotus Avenue;
33	"All-Way Stop" signs, at West Sunnyside Avenue and North Monticello Avenue (97-0735);
34	"Stop" signs, stopping South Beverly Avenue for West 108th Place (97-0873);
34	"All-Way Stop" signs, at South Perry Avenue and West 111th Place (97-0871);
35	"All-Way Stop" signs, at North Lawndale Avenue and West Altgeld Street (97-0736);
36	"All-Way Stop" signs, at North Osage Avenue and West Cornelia Avenue (97-0737);
36	"All-Way Stop" signs, at North Pittsburgh Avenue and West Grace Street (97-0868);
36	"All-Way Stop" signs, at North Oakview Avenue, North Potawatomie Avenue and West Sunnyside Avenue (97-0866);
37	"All-Way Stop" signs, at North Lockwood Avenue and West Thomas Street (97-0865);
37	"Stop" signs, stopping North Kilpatrick Avenue for West Walton Street (97-0875);

Ward	Type Of Sign/Signal And Location
37	"Stop" signs, stopping North Kilpatrick Avenue for West Rice Street (97-0864);
37	"All-Way Stop" signs, at North Kilpatrick Avenue and West Iowa Street (97-0863);
38	"Stop" signs, stopping West Warner Avenue at North Lockwood Avenue (97-0740);
38	"Stop" signs, stopping North Kenneth Avenue for West Berteau Avenue (97-0739);
42	Left turn traffic signal, at South Columbus Drive and East Balbo Drive, for traffic proceeding from northbound Columbus Drive onto westbound Balbo Drive. Arrows will be installed when construction funding is provided (97-0681);
42	Pedestrian crossing signal, at the intersection of South Canal Street and West Harrison Street (southeast corner);
42	"All-Way Stop" signs, at East Goethe Street and North Ritchie Court;
42	Automatic traffic control signals, at North McClurg Court and East Ohio Street;
42	Automatic traffic control signals, at North McClurg Court and East Grand Avenue;
42	"Four-Way Stop" signs, at North Orleans Street and West Huron Street (97-0862);

Ward	Type Of Sign/Signal And Location
44	"All-Way Stop" signs, at North Kenmore Avenue and West Barry Avenue (97-0745);
44	"All-Way Stop" signs, at North Wayne Avenue and West Grace Street (97-0861);
44	"All-Way Stop" signs, at North Orchard Street and West Briar Place (97-0744);
44	"Three-Way Stop" signs, stopping north/southbound traffic on North Sheffield Avenue and eastbound traffic on West Wolfram Street (97-0742);
45	"All-Way Stop" signs, at North Lamon Avenue and West Byron Street (97-0749);
45	"Two-Way Stop" signs, stopping North Lynch Avenue at North Long Avenue (97-0748);
45	"Stop" signs, stopping West Argyle Street at North Lockwood Avenue (97-0747);
45	"Two-Way Stop" signs, stopping North Lockwood Avenue at West Winnemac Avenue (97-0746);
45	"Two-Way Stop" signs, stopping West Ardmore Avenue at North Linder Avenue (97-0860);
47	"Stop" signs, stopping North Hamilton Avenue for West Grace Street (97-0858);

Ward	Type Of Sign/Signal And Location
49	"All-Way Stop" signs, at West Morse Avenue and North Ravenswood Avenue (east and west of tracks)(97-0750);
50	"All-Way Stop" signs, at North Sacramento Avenue and West Rosemont Avenue (97-0857).

Installation Of "Closed To Traffic" Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install "Closed To Traffic" signs at the below listed locations:

Ward	Location And Time
13	West 64th Street, between South Kenneth Avenue and South Kilbourn Avenue, "Closed To Traffic" -- 2:15 P.M. to 2:45 P.M. -- for school purposes during the 1997 -- 1998 school year. Provided provisions of Section 9-12-040 of the City Code are fully complied with and provided school is responsible for traffic control devices (97-0539).

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
47	In 1500 block of West Belle Plaine Avenue (south side only) from North Ashland Avenue to North Greenview Avenue, Personnel Parking (Lakeview High School) 7:30 A.M. to 4:00 P.M. -- Monday through Friday;
47	North Greenview Avenue (west side only) from West Irving Park Road to West Belle Plaine Avenue, Personnel Parking -- 7:30 A.M. to 4:00 P.M. -- Monday through Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Natarus moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order

thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, September 10, 1997.

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 (December 11, 1996, April 16, May 14, June 4, July 2 and 30, 1997) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward

Location

24

South Kilbourn Avenue (both sides) from West Harrison Street to the first alley south thereof. Request withdrawn (97-0555).

Parking Prohibited At All Times -- Handicapped:

Ward	Location
5	7148 South Cornell Avenue. No handicapped plate/placard;
5	7134 South Ingleside Avenue. Invalid handicapped plate/placard;
5	7144 South Bennett Avenue. No handicapped plate/placard;
6	9525 South Forest Avenue. No handicapped plate/placard;
16	6212 South Laflin Street. No handicapped plate/placard;
27	2102 West Race Street. No handicapped plate/placard;
29	1141 North Menard Avenue. Invalid handicapped plate/placard;
29	1030 North Waller Avenue. Invalid handicapped plate/placard;
30	2854 North Hamlin Avenue. Invalid handicapped plate/placard;
40	1714 West Arthur Avenue, No handicapped plate/placard.

Loading Zone:

Ward	Location
2	100 East Cullerton Street (beginning 50 feet east of North Wabash Avenue) -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday. No City Council action necessary. Driveway signs will be installed upon verification of driveway permits and receipt of necessary fees from applicant (97-0753);
24	4727 -- 4729 West Arthington Street -- 7:00 A.M. to 7:00 P.M.. No City Council action necessary for driveway signs. Signs will be installed upon driveway permit and receipt of necessary fees from applicant (97-0466);
25	1700 West Cermak Road -- 9:00 A.M. to 9:00 P.M. -- Sunday through Saturday. Request withdrawn by requestor (97-0402);
27	1132 West Fulton Market -- at all times. Request withdrawn by requestor (97-0814);
35	2624 North Milwaukee Avenue -- 9:00 A.M. to 7:00 P.M. -- Sunday through Saturday. Duplicate proposal. Previously recommended on proposal dated March 19, 1997 (97-0829).

Weight Limitations:

Ward	Location
24	4000 block of West Van Buren Street -- 5 tons. Duplicate proposal. Previously passed March 3, 1966 (Council Journal of Proceedings, page 6387). Signs will be installed (97-0800);
36	2400 block of North Rutherford Avenue (between West Grand Avenue and West Altgeld Street) -- 5 tons. Duplicate proposal. Previously passed February 7, 1997 (Council Journal of Proceedings, page 38783). Signs will be posted (97-0836);
45	Northbound traffic lane on North Austin Avenue in proximity to the Kennedy Expressway at West Foster Avenue -- 5 tons. It is against bureau policy to post 5 ton limit signs on a federal aid route. This may jeopardize federal funding for street improvements (97-0850);
45	Southbound traffic lane on North Austin Avenue in proximity to the Kennedy Expressway at North Avondale Avenue -- 5 tons. It is against bureau policy to post 5 ton limit signs on a federal aid route. This may jeopardize federal funding for street improvements (97-0851).

Miscellaneous Signs:

Ward	Location
3	4712 South Prairie -- "Church Only Parking" signs. Request withdrawn (97-0755);
27	1300 and 1400 blocks of North Mohawk Street (both sides) "Curb Dog" signs. No traffic related signing (97-0657);
35	2100 block of North Sawyer Avenue -- "Children Playing" signs. No City Council action necessary. Requested signs will be installed (97-0832);
35	2100 block of North Sawyer Avenue -- "No Loitering and No Public Drinking" signs. No City Council action necessary. Requested signs will be posted (97-0833);
37	West LeMoyne Street and North Keating Avenue -- "Notice: It Is Unlawful To Solicit For Prostitution In Any Public Place/ Fines In Any Public Place Will Be Levied And Vehicles May Be Impounded". No City Council action necessary. Appropriate signs will be installed under existing city code 8-8-060 (97-0584);

Ward	Location
37	North Cicero Avenue, from West Chicago Avenue to West North Avenue -- "Notice: It Is Unlawful To Solicit For Prostitution In Any Public Place Fines In Any Public Place/Will Be Levied And Vehicles May Be Impounded". No City Council action necessary. Appropriate signs will be installed under existing city code 8-8-060 (97-0582);
37	North Pulaski Road (even sides) from the 800 block to the 1400 block -- "Notice: It Is Unlawful To Solicit For Prostitution In Any Public Place/Fines In Any Public Place Will Be Levied And Vehicles May Be Impounded".

Traffic Warning Signs/Signals:

Ward	Location
1	Northwest corner of North Western Avenue and the intersection of West Iowa Street -- "No Right Turn On Red" sign. No City Council action necessary. Requested signs will be posted (97-0519);
3	South Emerald Avenue and West 58th Street -- "Four-Way Stop" sign. A "Two-Way Stop" sign was proposed within the last year. There is insufficient data to evaluate the need for an all-way stop (97-0756);

Ward	Location
4	East 52nd Street and South Woodlawn Avenue -- "Four-Way Stop" signs. South Woodlawn is a federal aid route. This could jeopardize federal funding (97-0523);
5	East/westbound traffic on East 67th Street, at intersection of south East End Avenue -- "Stop" signs. Duplicate request. This proposal passed July 2, 1997 (Council Journal of Proceedings, page 48114) (97-0705);
9	South Calumet Avenue, stopping southbound traffic at the alley at 11400 South Calumet Avenue -- "Stop" signs. It is against bureau policy to post "Stop" signs on a street at an alley (97-0710);
9	South Calumet Avenue, at intersection of East 114th Street -- "Stop" signs. It is against bureau policy to post "Stop" signs on a street at an alley (97-0533);
9	South Indiana Avenue, at intersection of East 106th Street -- "Two-Way Stop" signs. Duplicate proposal. Previously passed December 11, 1996 (Council Journal of Proceedings, page 36454). Signs will be installed (97-0534);
12	East/westbound traffic on West 26th Street, at South Kedzie Avenue -- "Left Turn" signal. Arrows would be ineffective because West 26th Street does not have left turn bays in which to store vehicles. Roadway construction would be necessary to widen West 26th Street (97-0489);

Ward	Location
12	West 38th Place and South Kedzie Avenue -- "All-Way Stop" signs. South Kedzie Avenue is a federal aid route. This could jeopardize federal funding (97-0780);
14	East/westbound traffic on West 39th Street and South Washtenaw Avenue -- "Stop" signs. West 39th Street is a federal aid route. This could jeopardize federal funding (97-0715);
17	West 79th Street and South LaSalle Street -- "Left Turn" arrow. Left turning traffic is not sufficient to warrant arrows (97-0021);
18	East/westbound traffic on West 83rd Place at South Washtenaw Avenue -- "Stop" signs. Duplicate proposal. Previously passed June 4, 1997 (Council Journal of Proceedings, page 46488). Signs have been installed (97-0788);
20	Intersection of 6700 South Harvard Avenue -- "Stop" signs. West 67th Street (Marquette Road) is a federal aid route. This could jeopardize federal funding (97-0797);
20	Intersection of 6900 South Cottage Grove Avenue -- "Stop" signs. South Cottage Grove Avenue is a federal aid route. This could jeopardize federal funding (97-0798);

Ward	Location
24	South Hamlin Avenue, at West 14th Street -- "Stop" signs. South Hamlin Avenue is an arterial street. Signs are not warranted according to established federal and state standards (97-0727);
24	West 15th Street and South Hamlin Avenue -- "Stop" signs. South Hamlin Avenue is an arterial street. Signs are not warranted according to established federal and state standards (97-0726);
24	North/southbound traffic on South Kedzie Avenue, at West 15th Street -- "Stop" signs. South Kedzie Avenue is a federal aid route. This could jeopardize federal funding (97-0548);
27	Northeast corner of West Adams Street and South Laflin Street -- "Stop" signs. West Adams Street is a federal aid route. This could jeopardize federal funding (97-0731);
29	West Jackson Boulevard and South Lotus Avenue -- "All-Way Stop" signs. West Jackson Boulevard is a federal aid route. This could jeopardize federal funding (97-0874);
34	North/southbound traffic on South State Street, at 108th Street -- "Stop" signs. South State Street is a federal aid route. This could jeopardize federal funding (97-0872);

Ward	Location
36	North/southbound traffic on North Normandy Avenue at West Schubert Avenue -- "Stop" signs. Request withdrawn (97-0869);
36	Intersection of West Sunnyside Avenue and North Oakview Avenue -- "Four-Way Stop" signs. Duplicate proposal. Previously recommended on additional proposal dated July 2, 1997 (97-0867);
44	North Clifton Avenue, at West Roscoe Street -- "Stop" signs. Duplicate proposal. Previously passed February 6, 1991 (Council Journal of Proceedings, page 30545) for an "All-Way Stop" sign. Signs are posted (97-0743).

Traffic Lane -- Tow-Away Zone:

Ward	Location
1	1145 -- 1149 North Ashland Avenue -- 15 minute standing zone -- at all times. This location falls within a bus stop (97-0635);
2	1900 block of South Wabash Avenue, beginning 100 feet north of 1935 South Wabash Avenue -- 7:00 A.M. to 5:00 P.M.. No City Council action necessary for driveway signs. Signs will be installed upon verification of driveway permits and receipt of necessary fees from applicant (97-0474);

Ward	Location
42	60 -- 70 East Scott Street -- 15 minute standing zone/tow-away zone -- at all times. Insufficient data to process request (97-0602);
42	605 North Wells Street -- 15 minute standing zone/tow-away zone (for valet service) no exceptions -- 10:00 A.M. to 10:00 P.M.. Request withdrawn by requestor (97-0678);
43	2000 block of North Halsted Street (east side) -- 12:00 Midnight to 6:00 A.M. -- everyday. Request withdrawn (97-0617);
44	1059 West Belmont Avenue -- 15 minute parking with flashing lights. Duplicate proposal. Previously recommended on proposal dated June 4, 1997, T & S Number 97-0694 (97-0848);
44	835 -- 855 West Barry Avenue -- at all times. No City Council action necessary for driveway signs. Signs will be installed upon verification of permits and receipt of necessary fees from applicant (97-0849).

Amend Parking Prohibited During Specified Hours:

Ward	Location
23	Repeal 5400 block of South Nordica Avenue (east side) 8:00 A.M. to 10:00 A.M. -- Monday through Friday. Duplicate proposal. Previously passed March 19, 1997 (Council Journal of Proceedings, page 4157). Signs will be removed (97-0547);

Ward

Location

31

Amend ordinance by striking: "North Kenosha Avenue (west side) from West George Street to West Wellington Avenue -- 8:00 A.M. to 10:00 P.M. -- Monday through Friday." Duplicate proposal. Previously repealed July 2, 1997. Signs will be removed (97-0821).

Amend Loading Zone:

Ward

Location

4

Amend ordinance by striking "East 52nd Place (north side) from a point 20 feet east of South Harper Avenue, to a point 85 feet east thereof" and inserting: "East 52nd Place, from a point 67 feet north of South Harper Avenue, to a point 85 feet north thereof". Duplicate proposal. Previously recommended on proposal dated May 14, 1997.

Amend Traffic Warning Sign/Signal:

Ward

Location

8

Amend ordinance related to east/westbound traffic and north/southbound traffic at intersection of East 79th Street and South Clyde Avenue by adding arrows for turning the existing traffic control signals. This intersection is not currently signalized (also introduced one on July 2, 1997) (97-0639).

Amend Parking Meters:

Ward

Location

38

Removal of meters for 5350 West Belmont Avenue -- Number 8904. No City Council action necessary for removal of parking meters necessitated as part of parking prohibitions established by previous ordinance (97-0586).

Amend Traffic Lane/Tow Away Zone:

Ward

Location

44

Amend ordinance by striking: "1059 West Belmont Avenue". No City Council action necessary. Signs are posted under city code (97-0693).

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

COMMITTEE ON TRANSPORTATION
AND PUBLIC WAY.

AMENDMENT OF TITLE 4, CHAPTER 48 OF MUNICIPAL CODE OF
CHICAGO BY ADDITION OF NEW SECTION 135 REGARDING
ESTABLISHMENT OF SEATING AREA BOUNDARY
REQUIREMENTS FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a substitute ordinance amending Title 4, Chapter 48 of the Municipal Code of Chicago regarding sidewalk cafe regulations by adding a new Section 135 requiring seating area boundaries for sidewalk cafes. The original ordinance was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 4-48 of the Municipal Code of Chicago is hereby amended by inserting a new Section 4-48-135, as follows:

4-48-135 Seating Area Boundaries Required.

The operator of a sidewalk cafe shall install and maintain a physical boundary separating the permitted outdoor seating from the remainder of the public way. The boundary may be a partition, planters, railing, fence, or any combination of them, and shall be no less than 24 inches and no more than 36 inches in height. The boundary must be of such construction and configuration that it will not topple due to wind or incidental contact with pedestrians. The boundary must be maintained in place at all times that the outdoor seating area is open to the public. No such boundary may be installed or stabilized by bolting or nailing the boundary to the sidewalk. No portion of the boundary shall be placed on or extend over the public way outside the permitted seating area. The boundary must be set so as to leave at least six feet of clear, unobstructed sidewalk space is left for passage of pedestrians.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

APPOINTMENT OF MR. LARRY A. HUGGINS AS MEMBER
OF COMMUTER RAIL SERVICE BOARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Approve* the appointment of Larry A. Huggins as a member of the Commuter Rail Service Board for a term expiring June 30, 2000, to succeed Robert A. Wislow whose term has expired. This appointment was referred to the committee on July 30, 1997.

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 committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Larry A. Huggins as a member of the Commuter Rail Service Board was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

AUTHORIZATION FOR EXECUTION OF TENTH AMENDMENT
TO DISTRICT COOLING SYSTEM USE AGREEMENT
WITH UNICOM THERMAL TECHNOLOGIES, INC.
(FORMERLY NORTHWIND, INC.)

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance amending the use agreement between the City of Chicago and Unicom Thermal Technologies, Inc. originally passed by the City Council on September 14, 1994, pages 57077 -- 57149 of the Council Journal of Proceedings authorizing additional distribution facilities. This ordinance was referred to the committee on September 8, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On the fourteenth (14th) day of September, 1994, the City Council (the "City Council") of the City of Chicago, Illinois (the "City") adopted an ordinance authorizing the City to enter into a "District Cooling System Use Agreement" (the "Original Agreement") with Unicom Thermal Technologies, Inc. (formerly Northwind, Inc. and referred to herein as "Grantee"), which grants to Grantee the non-exclusive rights to use certain

public ways of the city to construct, operate and maintain a district cooling system (the "System"); and

WHEREAS, The City and the Grantee entered into the Original Agreement as of October 1, 1994; and

WHEREAS, On the seventeenth (17th) day of May, 1995, the City Council adopted an ordinance authorizing the City to enter into a "First Amendment to District Cooling System Use Agreement" (the "First Amendment"); and

WHEREAS, The First Amendment is dated as of June 1, 1995; and

WHEREAS, On the thirteenth (13th) day of July, 1995, the City Council adopted an ordinance authorizing the City to enter into a "Second Amendment to District Cooling System Use Agreement" (the "Second Amendment"); and

WHEREAS, The Second Amendment is dated as of July 15, 1995; and

WHEREAS, On the tenth (10th) day of January, 1996, the City Council adopted an ordinance authorizing the City to enter into a "Third Amendment to District Cooling System Use Agreement" (the "Third Amendment"); and

WHEREAS, The Third Amendment is dated as of February 1, 1996; and

WHEREAS, On the sixth (6th) day of March, 1996, the City Council adopted an ordinance authorizing the City to enter into a "Fourth Amendment to District Cooling System Use Agreement" (the "Fourth Amendment"); and

WHEREAS, The Fourth Amendment is dated as of April 1, 1996; and

WHEREAS, On the sixteenth (16th) day of April, 1996, the City Council adopted an ordinance authorizing the City to enter into a "Fifth Amendment to District Cooling System Use Agreement" (the "Fifth Amendment"); and

WHEREAS, The Fifth Amendment is dated as of October 1, 1996; and

WHEREAS, On the thirtieth (30th) day of October, 1996, the City Council adopted an ordinance authorizing the City to enter into a "Sixth Amendment to District Cooling System Use Agreement" (the "Sixth Amendment"); and

WHEREAS, The Sixth Amendment is dated as of November 7, 1996; and

WHEREAS, On the eleventh (11th) day of December, 1996 the City Council adopted an ordinance authorizing the City to enter into a "Seventh

Amendment to District Cooling System Use Agreement" (the "Seventh Amendment"); and

WHEREAS, The Seventh Amendment is dated as of January 15, 1997; and

WHEREAS, On the seventh (7th) day of February, 1997, the City Council adopted an ordinance authorizing the City to enter into an "Eighth Amendment to District Cooling System Use Agreement" (the "Eighth Amendment"); and

WHEREAS, The Eighth Amendment is dated as of May 1, 1997; and

WHEREAS, On the thirtieth (30th) day of July, 1997, the City Council adopted an ordinance authorizing the City to enter into a "Ninth Amendment to District Cooling System Use Agreement" (the "Ninth Amendment" and collectively with the Original Agreement and all prior Amendments described above, the "Current Agreement"); and

WHEREAS, The Ninth Amendment is dated as of August 1, 1997; and

WHEREAS, (Sub)Exhibit 1 to the Current Agreement describes the "Distribution Facilities" (the "Current Distribution Facilities") for Grantee's System; and

WHEREAS, In order to provide increased hydraulic efficiency for the System and to serve a property located at 221 North LaSalle Street, Grantee proposes to install additional distribution pipeline equipment, conduits, fixtures and other instrumentalities and appurtenances to be used exclusively in the provision of District Cooling Services (as defined in the Current Agreement) and to be located (i) in the City's public ways in a portion of Dearborn Street from Madison Street to Lake Street, (ii) in the City's public ways in a portion of LaSalle Street from West Wacker Drive to approximately seventy-five (75) feet north of Lake Street (collectively the "Additional Distribution Facilities"); and

WHEREAS, Grantee desires to amend (Sub)Exhibits 1 and 2 of the Current Agreement (the "Current Exhibits") to include the Additional Distribution Facilities, as further described and depicted in Amended (Sub)Exhibits 1 and 2 to be attached to a Tenth Amendment hereinafter referred to (the "Amended Exhibits"); and

WHEREAS, The City needs further time to consider and determine whether, and to what extent, Additional Distribution Facilities are necessary in Dearborn Street from Madison Street to Lake Street in order to

improve hydraulic efficiency for the System, subject to imposition of certain conditions deemed appropriate by the City, and Grantee will be required to cause to be prepared and submitted to the City such information and documentation as may be deemed necessary or appropriate by the City for the City to make its assessment and determination; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated herein and made a part of this ordinance by reference as through fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel, the Commissioner of the Department of Environment, the Commissioner of the Department of Transportation, and the Director of the Department of Revenue are hereby authorized to enter into and execute on behalf of the City, a Tenth Amendment to the District Cooling System Use Agreement (the "Tenth Amendment") substantially in the form attached hereto as Exhibit A, subject to such changes as shall be approved by the officials executing the same, their execution constituting conclusive evidence of their approval and this City Council's approval of any changes or revisions therein from the form of the Tenth Amendment attached hereto (including, but not limited to reduction or elimination of specific routes herein authorized in the interest of public safety or in the public interest); provided, however, that no such change or revision may extend the Additional Distribution Facilities or reduce general compensation paid to the City contrary to the provisions of the Current Agreement as modified by the Tenth Amendment in the form attached hereto without further action of this City Council. Such officials may also negotiate in the Tenth Amendment such additional environmental terms and conditions as shall be deemed desirable by the Commissioner of the City's Department of Environment. In addition, such officials may also negotiate in the Tenth Amendment such changes to the insurance terms and conditions set forth in Section 6 of the Current Agreement as shall be deemed desirable by the City's Risk Manager.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

SECTION 4. All ordinances and resolutions, or parts thereof, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

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

Exhibit "A".

This Tenth Amendment to District Cooling System Use Agreement (the "Tenth Amendment"), dated as of _____, 1997 (the "Effective Date") by and between the City of Chicago, Illinois (the "City"), a home rule unit and municipality under Article VII of the Constitution of the State of Illinois, and Unicom Thermal Technologies, Inc., an Illinois corporation (the "Grantee"), being a wholly-owned subsidiary of Unicom Enterprise which is one hundred percent (100%) owned by Unicom Corporation.

Witnesseth:

Whereas, The City and the Grantee have entered into that certain District Cooling System Use Agreement dated as of October 1, 1994, as heretofore amended (the "Current Agreement"), which grants to the Grantee the non-exclusive right to use certain public ways of the City to construct, operate and maintain a district cooling system (the "System"); and

Whereas, (Sub)Exhibit 1 to the Current Agreement describes the "Current Distribution Facilities" (as such term is defined in the Current Agreement) for the Grantee's System; and

Whereas, (Sub)Exhibit 2 to the Current Agreement provides the location map of the Grantee's System, including the Current Distribution Facilities; and

Whereas, In order to provide increased hydraulic efficiency for the System and to serve a property located at 221 North LaSalle Street, Grantee proposes to install additional distribution pipeline equipment, conduits, fixtures and other instrumentalities and appurtenances to be used exclusively in the provision of District Cooling Services and to be located (i) in the City's public ways in a portion of Dearborn Street from Madison Street to Lake Street, (ii) in the City's public ways in a portion of LaSalle Street from Wacker Drive to approximately seventy-five (75) feet north of Lake Street (collectively the "Additional Distribution Facilities"); and

Whereas, Grantee desires to amend (Sub)Exhibits 1 and 2 to the Current Agreement (the "Current Exhibits") to include the Additional Distribution Facilities, as further described and depicted in amended (Sub)Exhibits 1 and 2 attached to this Tenth Amendment (the "Amended Exhibits"); and

Whereas, The City needs further time to consider and determine whether and to what extent Additional Distribution Facilities are necessary in

Dearborn Street from Madison Street to Lake Street in order to improve hydraulic efficiency for the system subject to the imposition of certain conditions; and

Whereas, The City Council of the City on _____, 1997 approved execution of a Tenth Amendment to the Current Agreement in substantially the form of this Tenth Amendment, including the Amended Exhibits (the "Ordinance"); and

Whereas, The City and the Grantee now desire to amend the Current Agreement on the terms and conditions set forth below;

Now, Therefore, It is agreed by the parties hereto as follows:

Section 1. The above recitals are expressly incorporated herein and made a part of this Tenth Amendment by reference as though fully set forth herein. The capitalized terms not otherwise defined herein shall have the meanings set forth in the Current Agreement.

Section 2. As of the Effective Date of this Tenth Amendment, the Current Exhibits are conditionally deemed superseded and replaced by the Amended Exhibits, subject in all cases to the conditions set forth in Section 3. It is further represented and confirmed by Grantee that the Additional Distribution Facilities shall be sized for and used solely for the provision of District Cooling Services.

Section 3. Notwithstanding the provisions contained in Section 2 hereof, the Current Exhibits shall not be deemed amended to include, and no Additional Distribution Facilities shall be installed or located in the City's public ways in Dearborn Street from Madison Street to Lake Street (as described in (i) in the fourth paragraph of the preamble) unless and until, prior to issuance of any permits therefor, further written approval for such Additional Distribution Facilities shall be given by the Commissioner of the Department of Environment and the Commissioner of the Department of Transportation. Such approval shall be conditioned upon the satisfaction of said Commissioners that, and the extent to which, such Additional Distribution Facilities are necessary to provide reasonably required increased hydraulic efficiency for the System. The Grantee shall provide such data and documentation as such Commissioner shall require in order to reach a conclusion as to such necessity. Prior to receipt of such approval and the issuance of related permits, the Grantee shall only apply for a permit to perform test holes/test pits in the portions of the public way described in this Section 3 in such manner and subject to such restrictions as set forth herein and any related test hole/test pit permits. Any work conducted or facilities installed beyond the scope of the test holes permits prior to the written approval of the Commissioners for such additional work or facilities shall be deemed a breach of the Current Agreement, as amended hereby.

Section 4. The Grantee represents that, to the best of its knowledge, no member of the governing body of the City and no other official, officer, agent or employee of the City is employed by Grantee or has a personal financial or economic interest directly or indirectly in this Amendment or any contract or subcontract resulting therefrom or in the privileges to be granted hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Code (Chapter 2-156) (the "Code"). No payment, gratuity or offer of employment shall be made in connection with this Tenth Amendment by or on behalf of any contractors to the Grantee or higher tier subcontractors or anyone associated therewith, as an inducement for the award of contracts, subcontracts or orders. Any agreement entered into, negotiated or performed in violation of any of the provisions of said Chapter 2-156 shall be voidable as to the City.

Section 5. Neither the Grantee nor its contractors shall be in violation of the provisions of Section 2-92-320, Chapter 2-92 of the Code. In connection herewith, the Grantee has executed the applicable Certification required under the Illinois Criminal Code, 720 ILCS 5/33E-11 (1994 State Bar Edition) and under the Illinois Municipal Code, 65 ILCS 5/1-1, et seq. (1994 State Bar Edition.)

Section 6. It shall be the duty of the Grantee, all contractors, all consultants, and all officers, directors, agents, partners, and employees of the Grantee to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. The Grantee shall inform all its contractors of the provision and require understanding and compliance herewith.

Section 7. The Grantee has provided copies of its latest articles of incorporation and bylaws and its certification of good standing from the Office of the Secretary of State of Illinois. The Grantee has provided the City with the Disclosure of Ownership Interest Affidavit for the Grantee.

Section 8. If the Grantee conducts any business operations in Northern Ireland, it is hereby required that the Grantee make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

Section 9. Except as expressly modified in this Tenth Amendment, all other terms, covenants and conditions in the Current Agreement (including exhibits and attachments) remain unchanged and all affidavits, certificates and representations in the Current Agreement (including exhibits and attachments) are deemed reaffirmed as if made as of the date hereof.

In Witness Whereof, The City has caused this Tenth Amendment to be duly executed in its name and behalf as of the date first written by its Commissioner of the Department of Environment, its Director of the

Department of Revenue and its Commissioner of the Department of Transportation and the Grantee has signed and sealed the same on or as of the day and year first above written.

[Seal]

City of Chicago

City Clerk

By: _____

Title: Commissioner of
the Department
of Environment

By: _____

Title: Director of the
Department
of Revenue

By: _____

Title: Commissioner of the
Department of
Transportation

Reviewed As To Form And Legality:

Assistant Corporation Counsel

Attest:

Unicom Thermal Technologies, Inc.

By: _____

Title: President

[(Sub)Exhibit 2 referred to in this Tenth Amendment to the District Cooling System Use Agreement printed on page 51746 of this Journal.]

(Sub)Exhibit 1 referred to in this Tenth Amendment to the District Cooling System Use Agreement reads as follows:

(Sub)Exhibit 1.
(To Tenth Amendment To District
Cooling System Use Agreement)

The Grantee's District Cooling System is anticipated to be constructed in the Public Ways and at the approved plant locations set forth below. The exact location of each component of Grantee's Distribution Facilities shall be presented to and reviewed by the City as set forth in the Agreement on an on-going basis prior to construction and installation in order to obtain permits for construction and installation specifying the exact locations of Grantee's Distribution Facilities.

Production Plant Number 1: Northeast corner of State Street and Adams Street.

Distribution Piping: In LaSalle Street proceeding for two hundred (200) feet north, more or less, from the intersection of West Adams Street. In Dearborn Street from Adams Street to [Madison Street] *Lake Street* including the portions of the Dearborn Street/Madison Street intersection. In Adams Street from LaSalle Street to Michigan Avenue. In Madison Street, from Dearborn Street to the north/south public alley which lies one hundred twenty (120) feet west of the west right-of-way line of State Street and in said alley from Madison Street to approximately forty (40) feet south of Madison Street. In City property at the northwest corner of Carroll Avenue and Dearborn Street.

Production Plant Number 2: Northwest corner of Franklin Street and Congress Parkway.

Distribution Piping: In Van Buren Street, from Wacker Drive to Franklin Street. In Franklin Street from Van Buren Street to Jackson Boulevard. Within Franklin Street from Randolph Street to approximately three hundred (300) feet south of the south line of West Madison Street. In Jackson Boulevard, from Franklin Street to Dearborn Street. In LaSalle Street, from [approximately 75 feet north of Lake Street] *West Wacker Drive* to Van Buren Street. In Washington Boulevard, from LaSalle Street to approximately three hundred (300) feet west of Franklin Street. In Madison Street, from LaSalle Street to Clark Street. In Monroe Street, from LaSalle Street to Clark Street.

In LaSalle Street Trolley Tunnel, from Lake Street to approximately fifty (50) feet north of West Carroll Avenue. In West Carroll Avenue, from the westerly right-of-way line of Wells Street to Clark Street, and in addition, the Clark Street/Carroll Avenue and Dearborn Street/Carroll Avenue intersections. In LaSalle Street from West Carroll Avenue to approximately fifty (50) feet north of West Carroll Avenue. Across and under Kinzie Street from the Merchandise Mart to the building commonly known as 400 North Franklin Street for piping with a maximum trench-width of six (6) feet to be located west of the Franklin Street/Kinzie Street intersection and east of the Orleans Street/Kinzie Street intersection. Across and under Orleans Street from the Merchandise Mart to the Apparel Center for piping with a maximum trench-width of six (6) feet to be

located south of the Kinzie Street/Orleans Street intersection and north of the Chicago River.

Production Plant Number 3: Northeast corner of Randolph Street and Columbus Drive (located in the Blue Cross/Blue Shield Building).

Distribution Piping: In Columbus Drive, from Randolph Street to South Water Street. In South Water Street, from Columbus Drive to Garland Court, from South Water Street to Lake Street. In Lake Street, from Garland Court to LaSalle Street.

This (Sub)Exhibit is subject to amendment pursuant to the provisions of Section 7.1.2 of the Agreement (including City Council authorization and departmental approvals) to incorporate new Approved Plants and Additional Distribution Facilities and subject to amendment pursuant to the provisions of Section 7.1.1 of the Agreement (including departmental approvals) to amend the locations of the Distribution Facilities based on changes in construction conditions. All amendments requiring changes in location not based on construction conditions shall require City Council authorization.

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.

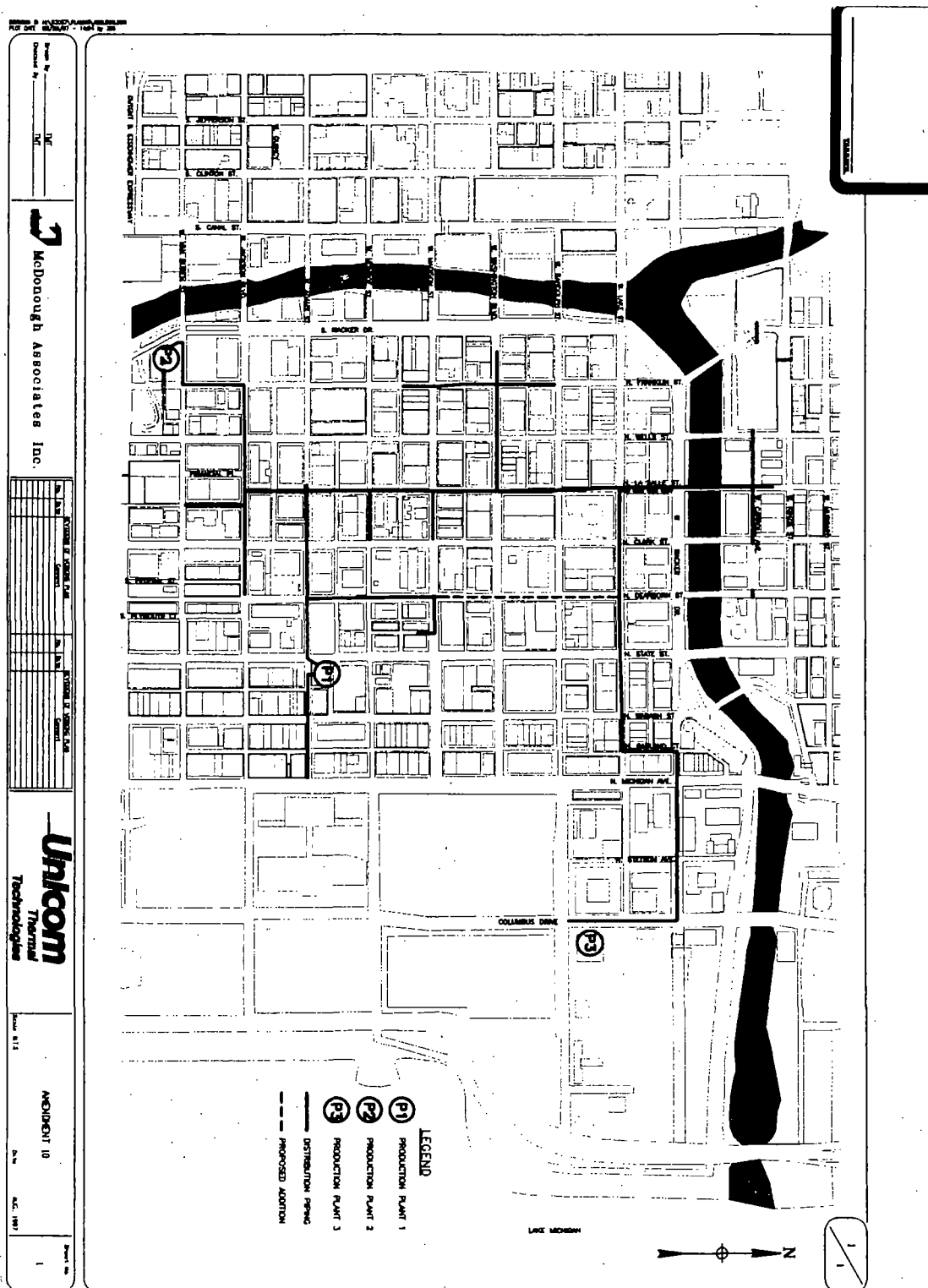
The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Continued on page 51747)

(Sub)Exhibit 2.
(To Tenth Amendment To District Cooling
Use Agreement)



Continued from page 51745)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred July 30, 1997) for grants of privilege in the public way.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

A. Finkle & Sons Co.

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

SECTION 1. Permission and authority are hereby given and granted to A. Finkle & Sons Co., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use twelve (12) planter boxes on the public way adjacent to the premises known as the 1400 block of West Cortland Street. Said planter boxes are installed for beautification purposes

and shall be placed approximately one (1) foot onto the public way. There shall be six (6) feet of clear and unobstructed space for pedestrian passage. Planter boxes shall be nine (9) feet in length and one (1) foot in width. 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 Zero and no/100 Dollars (\$0.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago or the Director of Revenue at their discretion, at any time 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 51751 of this Journal.]

Beverly Hills Tennis Club.

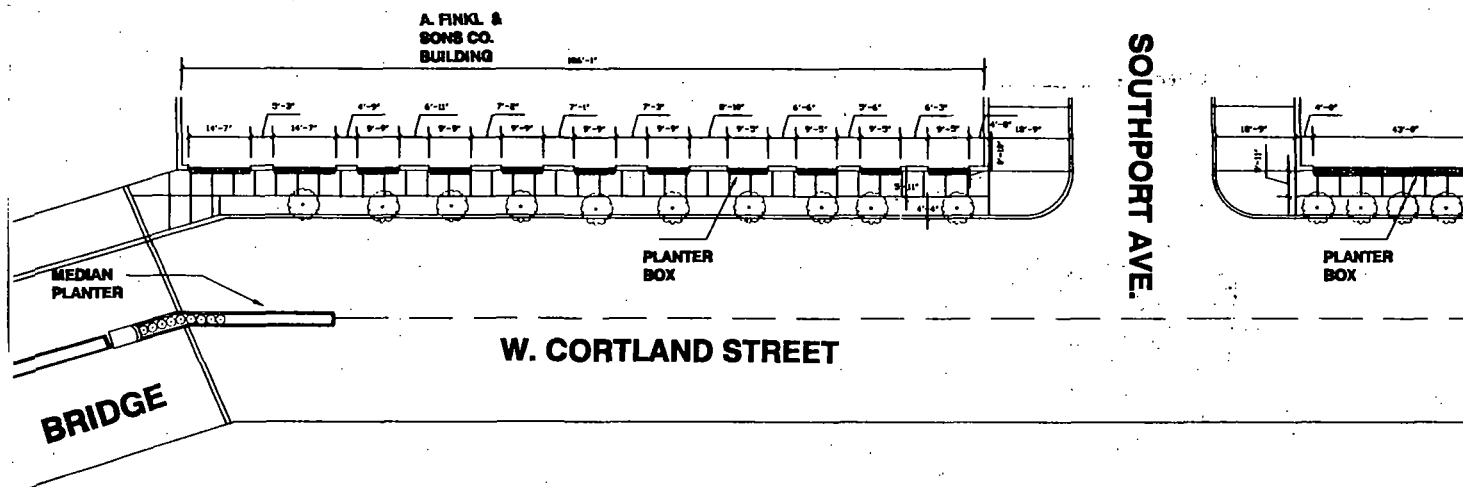
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Beverly Hills Tennis Club, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed and existing concrete wall and fence adjacent to the premises known as 9121 South Hamilton Avenue. Said encroachments have existed since the inception of the club. Notwithstanding the fact that the wall and fence encroach between four and eighty-eight one-hundredths (4.88) feet and eight and twelve one-hundredths (8.12) feet running a length of three hundred and forty-eight one-hundredths (300.48) linear feet into the east public alley behind 9121 South Hamilton Avenue. This ordinance shall be in effect until Beverly Hills Tennis Club finalizes the purchase (vacation) of the above described area, but not longer than five (5) years 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 51752)

Ordinance associated with this drawing printed on pages
51747 through 51750 of this Journal.



**PLANTER BOX LOCATION
(NORTH SIDE OF CORTLAND STREET)**

SCALE: 1" = 25'-0"



(Continued from page 51750)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Five Hundred Ninety and no/100 Dollars (\$1,590.00) 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 or the Director of Revenue at their discretion, at any time 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.

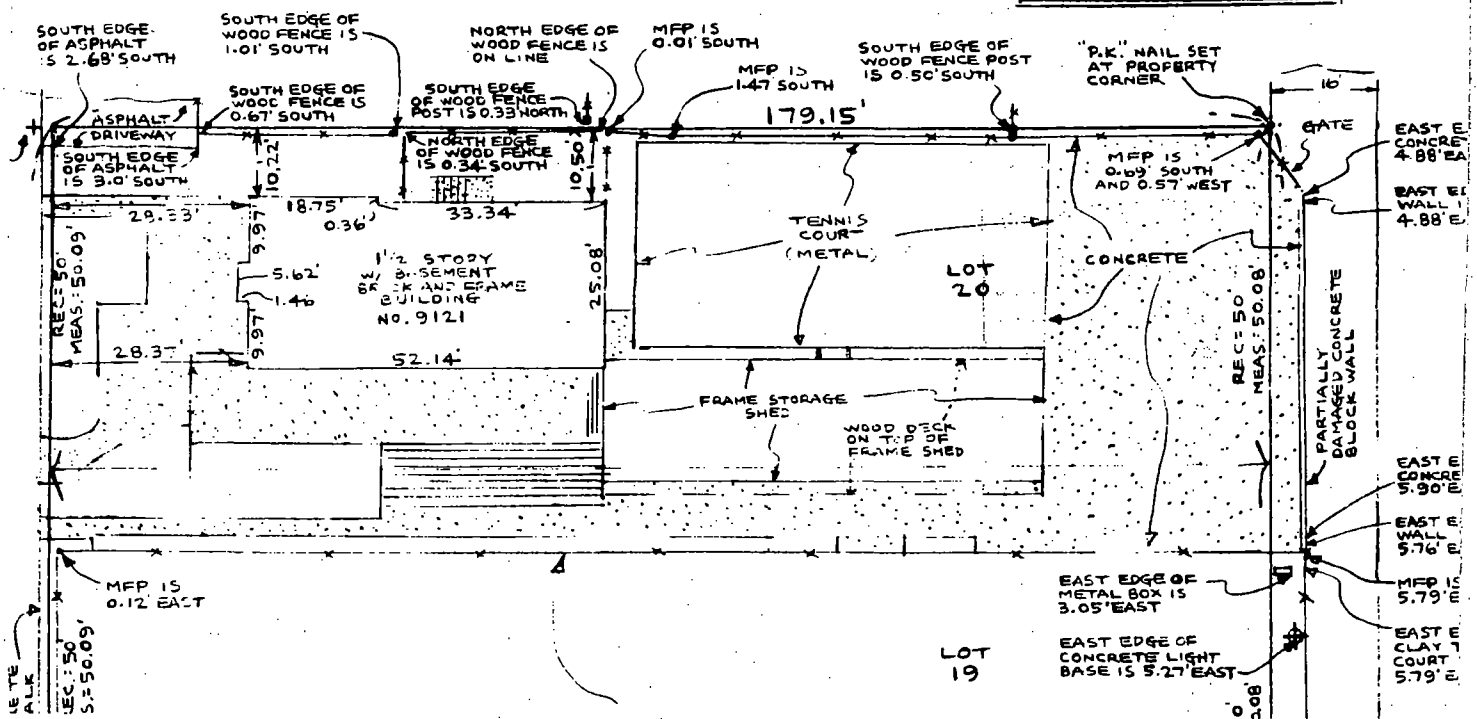
[Drawing referred to in this ordinance printed on
page 51754 of this Journal.]

Ordinance associated with this drawing printed on pages
51750 through 51753 of this Journal.

PLAT of SURVEY

JACK M SCHICK
4606 W 103RD ST
OAK LAWN, ILL
60453

LOTS 15 16 17 18 19 AND 20 IN A.B. CONNES SUBDIVISION OF BLOCK 26 IN H. WILLIARD AND DOUGLAS SUBDIVISION, 2ND SECTION 6, TOWNSHIP 37 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



*Superior Limited Partnership (Doing Business As
Blackhawk Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Superior Limited Partnership, doing business as Blackhawk Restaurant, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use as now constructed a permanent enclosure of an outdoor sidewalk cafe adjacent to the premises known as 41 East Superior Street. Said enclosed outdoor sidewalk cafe shall be approximately fifty-eight (58) feet in length, ten (10) feet in width and have a depth of ten (10) feet for a total square footage of five hundred eighty (580). A minimum of six (6) feet of clear space for pedestrian passage shall be maintained. 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 is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand Seven Hundred Thirty-three and no/100 Dollars (\$4,733.00) 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 or the Director of Revenue at their discretion, at any time 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 51758 of this Journal.]

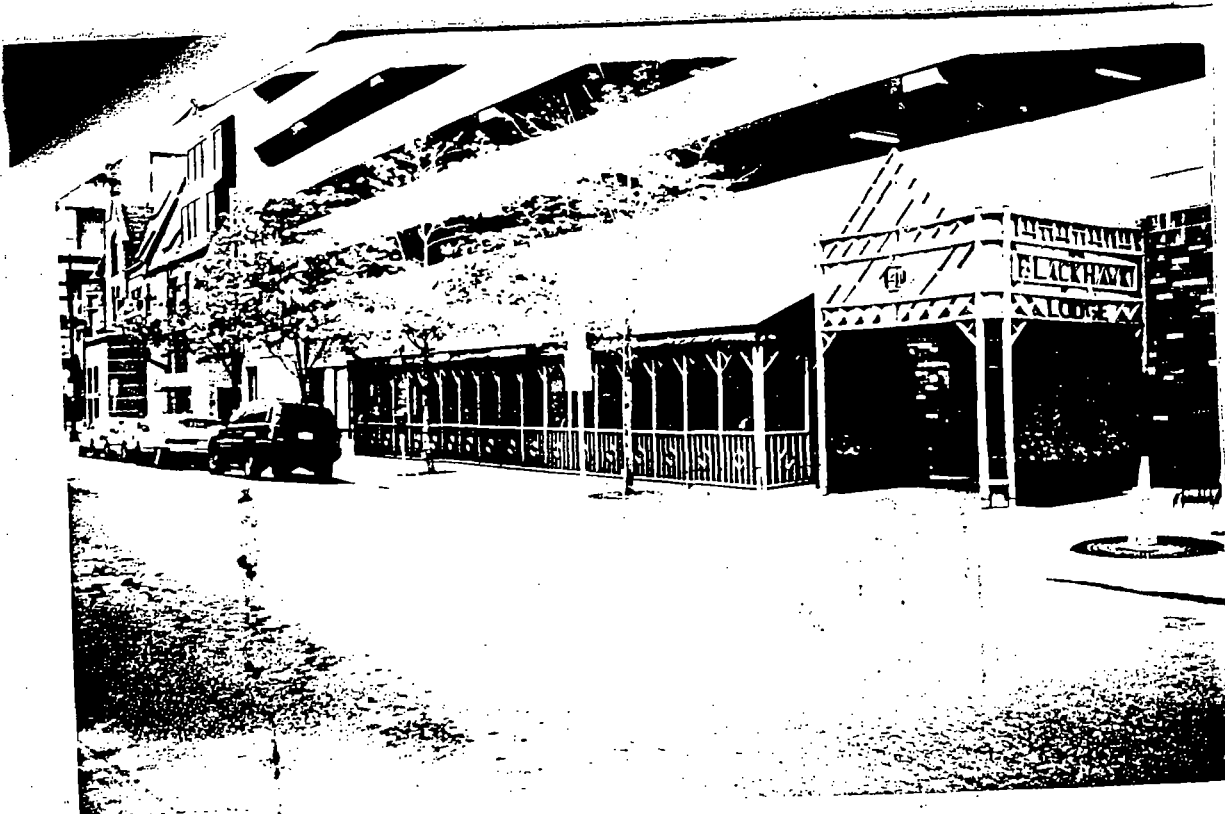
Doubletree Guest Suites -- Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Doubletree Guest Suites-Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) kiosks adjacent to its premises known as Delaware Place:

(Continued on page 51759)

Ordinance associated with this drawing printed on pages
51755 through 51757 of this Journal.



(Continued from page 51757)

Kiosk Number 1.

Shall be located at the corner of East Delaware Place and Mies Van Der Rohe Street and shall measure three (3) feet in length and three (3) feet in width and shall be eight (8) feet in height.

Kiosk Number 2.

Shall be located at the corner of East Walton Street and Mies Van Der Rohe Street and shall measure three (3) feet in length and three (3) feet in width and shall be eight (8) feet in height.

Authority for the above named privileges is herein given and granted for a period of five (5) years from and after July 7, 1997.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago or the Director of Revenue at their discretion, at any time 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 51762 of this Journal.]

Garland Building.

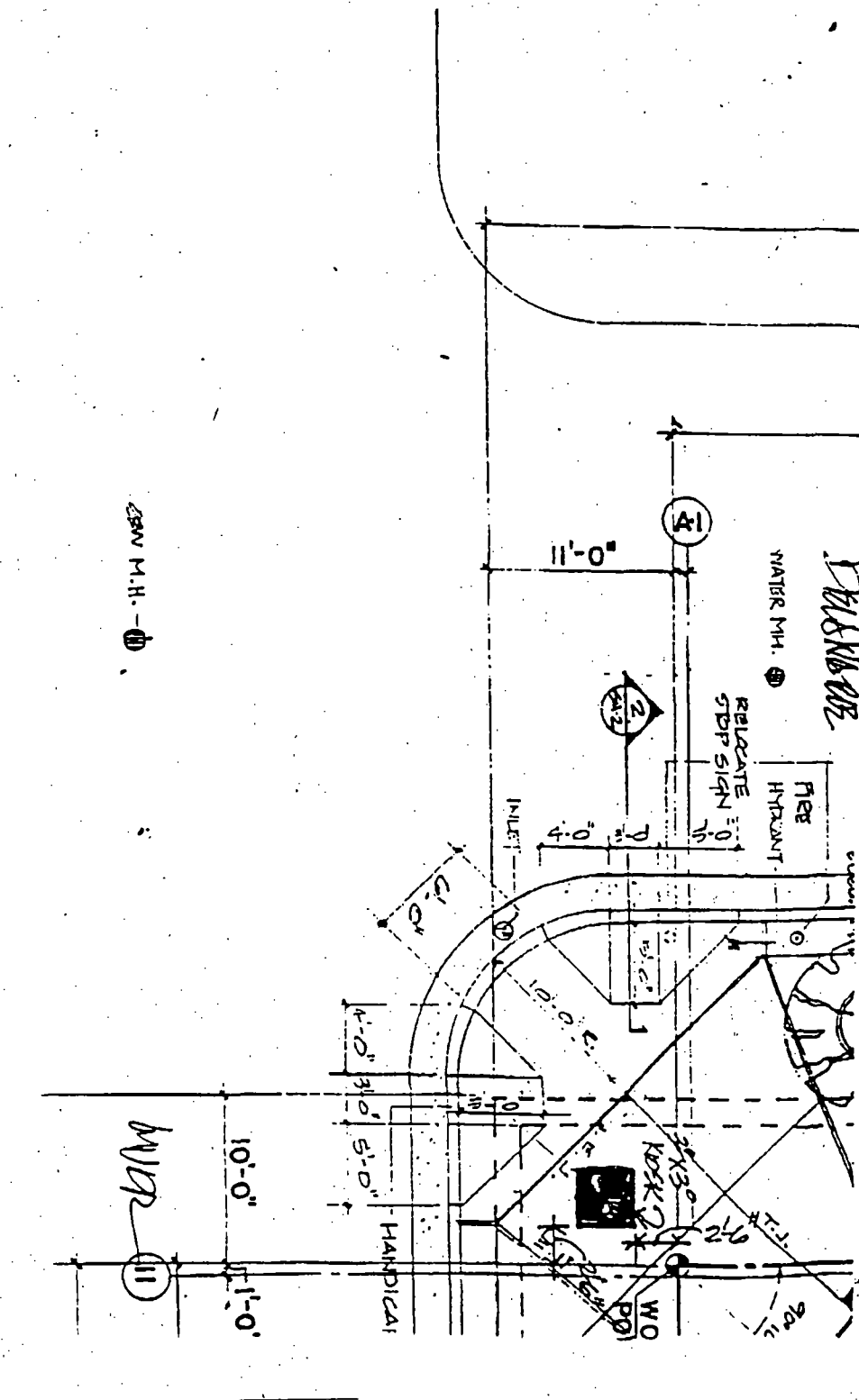
Be It Ordained by the City Council of the City of Chicago:

Permission and authority are hereby given and granted to Garland Building, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed vaulted space adjacent to premises at 111 North Wabash Avenue as follows:

North Wabash Avenue: Length one hundred ten (110) feet, width twenty-three (23) feet, depth twelve (12) feet to be used for storage.

(Continued on page 51763)

Ordinance associated with this drawing printed on pages
51757 through 51761 of this Journal.



(Continued from page 51760)

East Washington Street: Length one hundred seventy-two (172) feet, width fifteen (15) feet, depth twelve (12) feet to be used for storage.

Garland Court: Length thirty (30) feet, width ten (10) feet, depth twelve (12) feet to be used for heating plant and Edison equipment.

Authority herein given and granted for a period of five (5) years from and after June 24, 1997.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Thousand Three Hundred Ninety and no/100 Dollars (\$5,390.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public 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 or the Director of Revenue at their discretion, at any time 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 51766 of this Journal.]

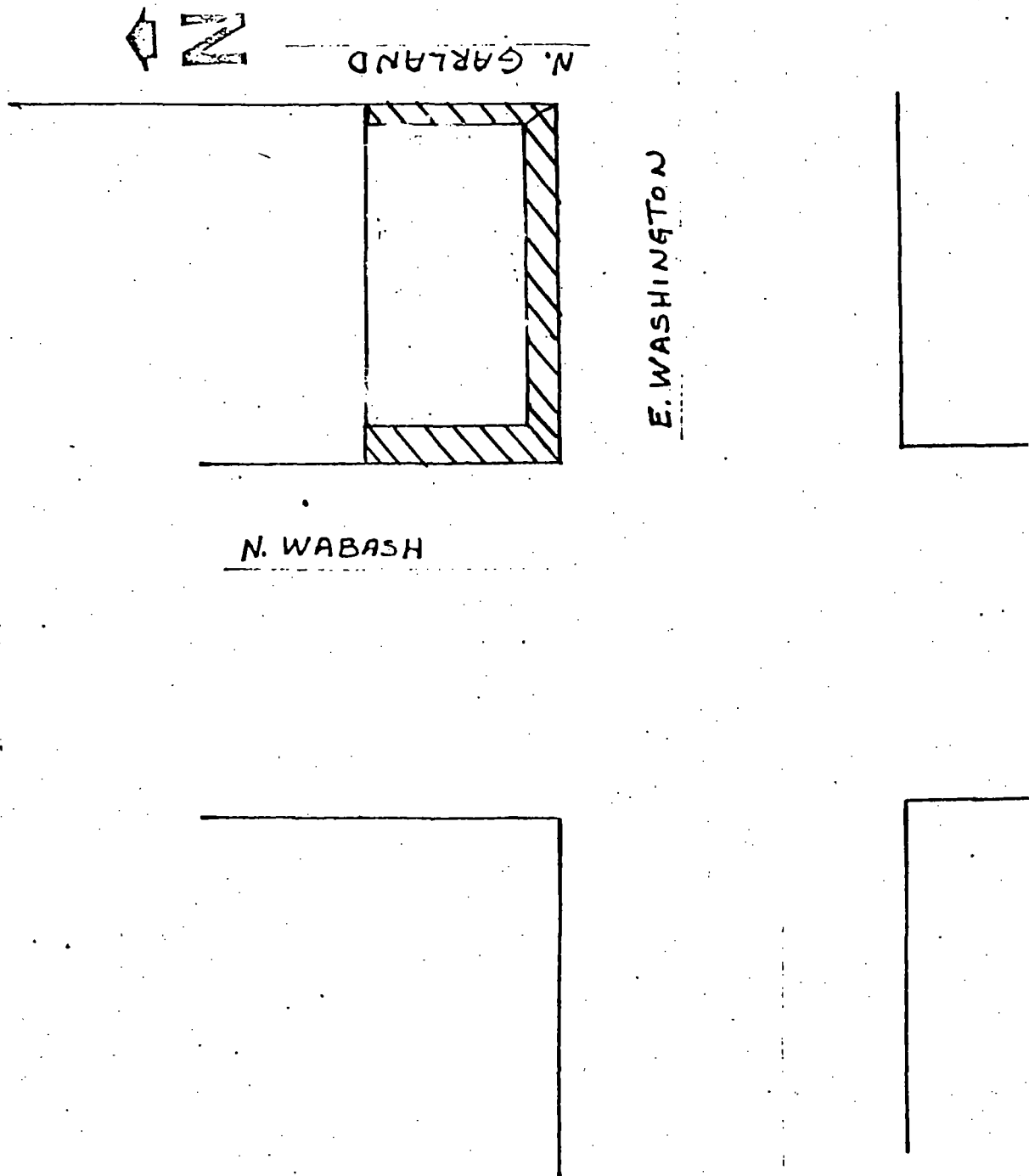
Mr. Jay Metzler.

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

SECTION 1. Permission and authority are hereby given and granted to Jay Metzler, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a bench for beautification purposes on the public right-of-way adjacent to the premises known as 1103 West Webster Avenue. Said bench shall measure six (6) feet in length and two (2) feet in width. A minimum of six (6) feet of clear and unobstructed sidewalk for pedestrian passage shall be maintained. Authority herein given and granted for a period of five (5) years from and after passage of this ordinance.

(Continued on page 51767)

Ordinance associated with this drawing printed on pages
51761 through 51765 of this Journal.



(Continued from page 51765)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago or the Director of Revenue at their discretion, at any time 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 51770 of this Journal.]

Northwestern University.

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

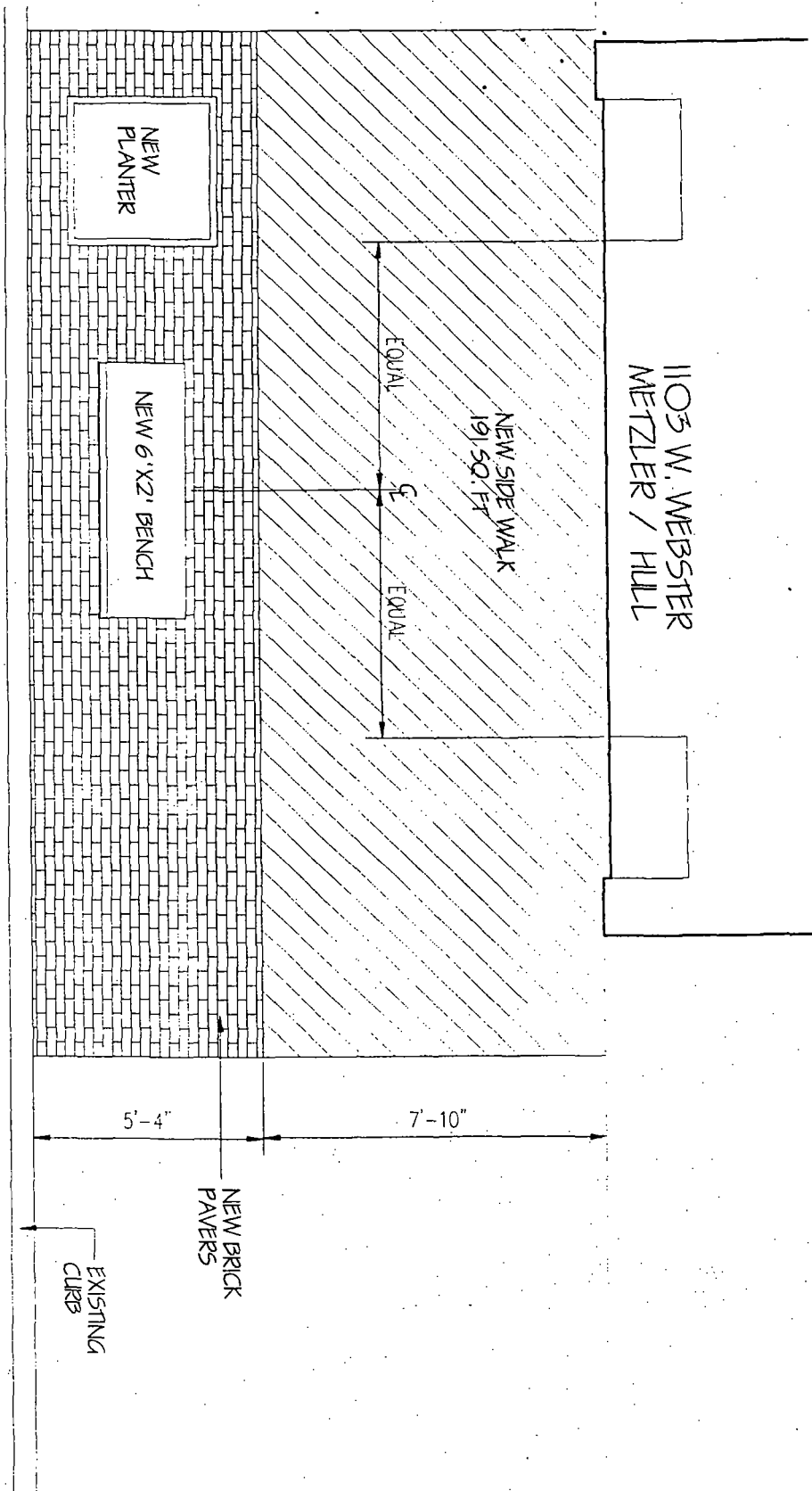
SECTION 1. Permission and authority are hereby given and granted to Northwestern University, upon the terms and subject to the conditions of this ordinance to :

1. Maintain and use as now constructed a tunnel carrying a twelve (12) duct conduit under and across East Superior Street three hundred fifty (350) feet east of the east line of North Fairbanks Court, measured on the north line of East Superior Street. Said tunnel shall not exceed fourteen (14) feet in width between curb and building lines nor eleven (11) feet in width underneath the public street and not more than six (6) feet in height.
2. Maintain and use as now constructed a utility service tunnel, used for the purpose of steam distribution, beginning two hundred fifty (250) feet east of the east line of Fairbanks Court and proceeding easterly on the south side of East Superior Street, and connecting with the existing tunnel running under and across East Superior Street at a point three hundred ninety-seven (397) feet east of the east line of Fairbanks Court, and continuing into the tunnel running north from the north line of

(Continued on page 51771)

Ordinance associated with this drawing printed on pages
51765 through 51769 of this Journal.

PLAN



(Continued from page 51769)

East Superior Street into Abbott Hall. Said tunnel not to exceed an average of nine (9) feet eight (8) inches in height and eight (8) feet in width, outside dimensions, through its entire length along the southerly side of East Superior Street and twelve (12) feet in width, outside dimensions, under and across East Superior Street. The portion of said utility service tunnel running easterly on the south side of East Superior Street to contain the following conduits:

One (1) eight (8) inch steam line

One (1) six (6) inch steam line

One (1) twelve (12) inch steam line

Three (3) four (4) inch condensate lines

One (1) six (6) inch Fire Department hook-up water main

Portion of said tunnel running under and across East Superior Street to contain the following conduits:

One (1) three (3) inch steam line

One (1) five (5) inch steam line

One (1) six (6) inch steam line

Two (2) four (4) inch condensate lines

One (1) three (3) inch condensate line

One and one quarter ($1\frac{1}{4}$) inch condensate line

One (1) eight (8) inch Fire Department hook-up water main.

3. To maintain and use as now constructed two (2) steam pipes and a four (4) duct low voltage communications conduit system. Said pipes and conduit system are encased in a fifteen (15) inch concrete sheath, and enters existing tunnel under the sidewalk on the south side of East Superior Street from an existing tunnel under and across East Superior Street, at a point approximately seven hundred fifty-three (753) feet west of the

west line of North Lake Shore Drive, thence in an easterly direction in said existing tunnel to a manhole, a distance of approximately two hundred forty-five (245) feet to the second manhole, thence in a southerly direction into private property at a point two hundred sixty-three (263) feet west of the west line of North Lake Shore Drive.

4. To maintain and use as now constructed a manhole, also four (4) transite korducts encased in concrete under the parkway. Said transite korducts commence at a point three hundred fifty (350) feet east of the east line of North Fairbanks Court and eighteen (18) feet south of the north line of East Superior Street.
5. To maintain and use as now constructed one armored communications cable containing twenty-six (26) pairs of low voltage communication lines used for audio alarm. The cable connects the garage at 237 East Huron Street with the building at 240 East Huron Street. Said cable is attached to a three-sixths ($3/6$) inch steel guy cable and extends over and across East Huron Street at the aforementioned points running a distance of seventy-six (76) feet at a height of not less than thirty-four (34) feet above street grade.
6. To maintain and use as now constructed one (1) nine hundred (900) pair and coaxial telephone communications cable. The purpose of said cable is to connect the eight (8) story Health Sciences Building at 240 East Huron Street with the seven (7) story building at 259 East Erie Street. Said cable will be attached to a one-half ($1/2$) inch steel guy cable and will extend over and across East Huron Street for a distance of seventy-six (76) feet above street grade. Said cable will extend over and across East Erie Street for a total distance of one hundred sixty (160) feet at a height of not less than forty (40) feet above street grade.
7. To maintain and use as now constructed an underground audio-video cable connecting the American Hospital Association building located at 840 North Lake Shore Drive with the Mayer Building located at 357 East Chicago Avenue. Said cable will cross the eighty (80) foot right-of-way of East Pearson Street, enter Lake Shore Park, and then cross the one hundred (100) foot right-of-way of East Chicago Avenue. In addition, said cable shall be installed under the public way on the south side of East Superior Street, running for a distance of one hundred seventy-five (175) feet adjacent to the entrance of the Passavant building located at 303 East Superior Street. Also, to install additional audio-video cable in public alley in rear of 212 -- 216 East Superior Street. Said cable shall run a distance of thirty-three (33) feet and connect the two (2) buildings. Authority

herein granted shall be for a period of five (5) years from and after September 16, 1997.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eleven Thousand Seven Hundred Three and no/100 Dollars (\$11,703.00) 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 or the Director of Revenue at their discretion, at any time 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 51776 of this Journal.]

*Hilton Hotels Corporation (Doing Business As
Palmer House Hilton).*

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

SECTION 1. Permission and authority are hereby given and granted to Hilton Hotels Corporation, doing business as Palmer House Hilton, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, vaulted subsurface space under and along the public way adjacent to its premises located at 17 East Monroe Street and described as follows: said vault shall run under and along the north half of the east/west eighteen (18) foot public alley of the above named premises in the block bounded by East Adams Street, South State Street and South Wabash Avenue. Said vault shall not exceed one hundred ninety-five (195) feet in length, nine (9) feet in width, and fifteen (15) feet in depth; and shall have eleven (11) openings in the public way. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after June 10, 1997.

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

(Continued on page 51777)

(Continued from page 51775)

Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Five Hundred Ten and no/100 Dollars (\$3,510.00) 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 or the Director of Revenue at their discretion, at any time 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 51780 of this Journal.]

Mr. Phillip Pappas.

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

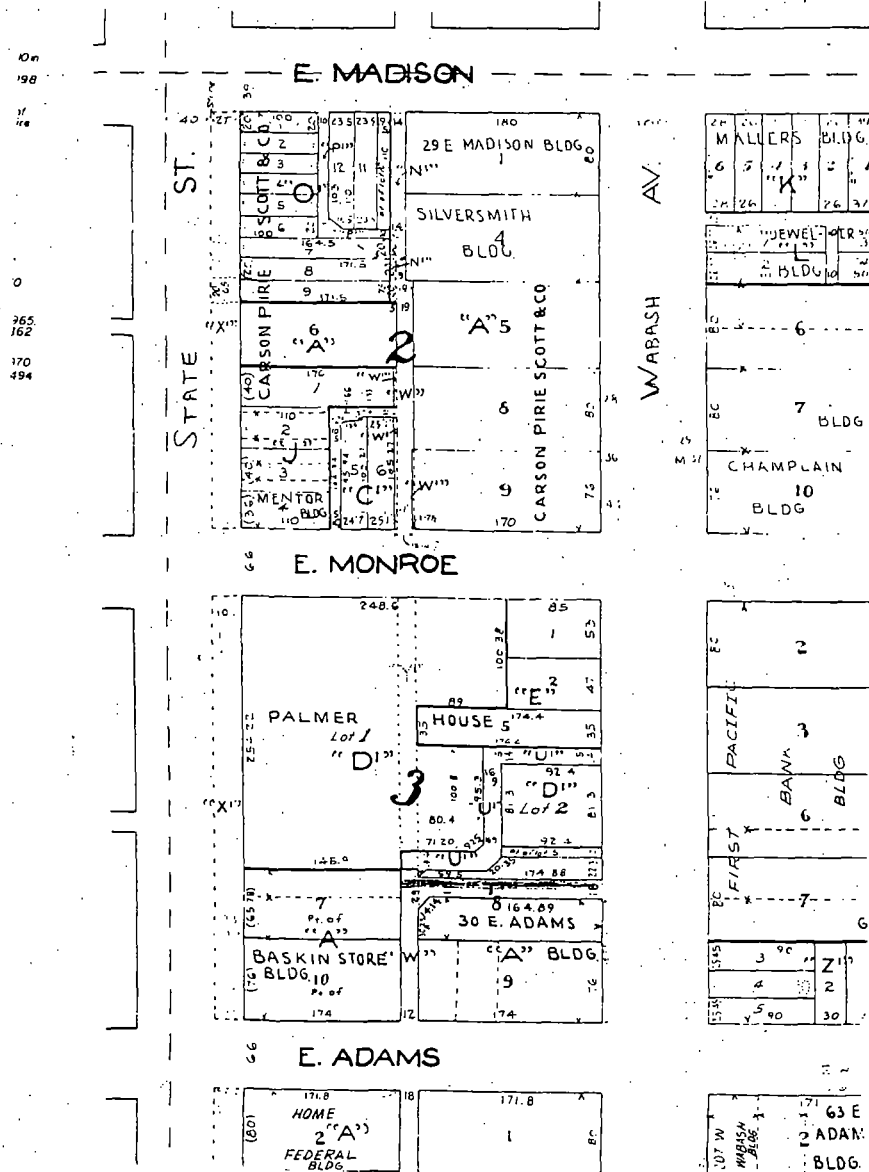
SECTION 1. Permission and authority are hereby given and granted to Phillip Pappas, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) balconies adjacent to the premises known as 2557 North Halsted Street. Said balconies shall hang over the public right-of-way on the second and third floors. Each balcony will measure twelve (12) feet in length and three (3) feet in width. 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 is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 51781)

Ordinance associated with this drawing printed on pages
51775 through 51779 of this Journal.



(Continued from page 51779)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago or the Director of Revenue at their discretion, at any time 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.

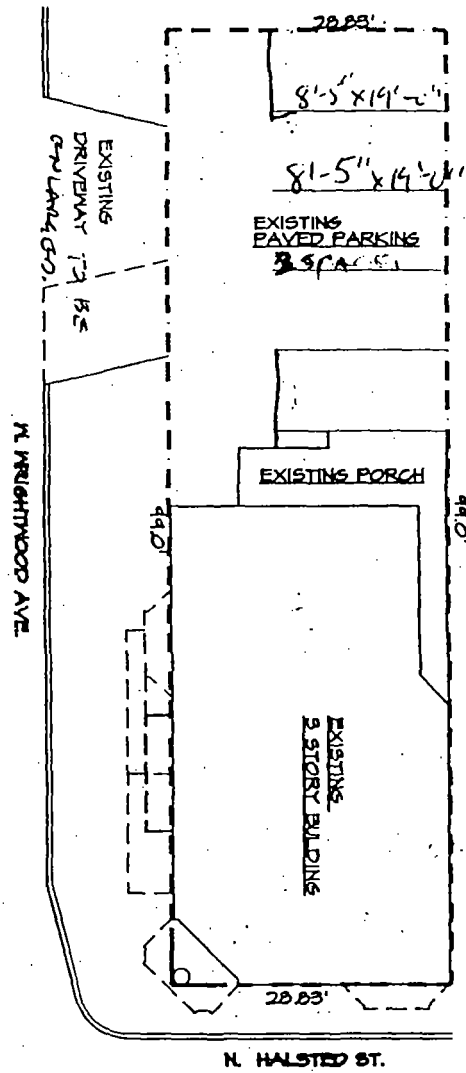
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 51783 of this Journal.]

Ordinance associated with this drawing printed on pages
51779 through 51782 of this Journal.



Rain Forest Cafe.

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

SECTION 1. Permission and authority are hereby given and granted to Rain Forest Cafe, upon the terms and subject to the conditions of this ordinance, to construct, install maintain and use eight (8) planters adjacent to the premises known as 605 North Clark Street. In addition, two (2) lights and poles shall be installed on North Clark Street for beautification purposes. Five (5) existing planters to be removed and replaced with planters measuring between eighteen (18) feet and twenty-three (23) feet in length and five (5) feet and ten (10) feet in width. Light poles shall be twelve (12) feet in height. Installations shall be in accordance with plans and specifications approved by C.D.O.T.

Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago or the Director of Revenue at their discretion, at any time 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 51787 through 51788 of this Journal.]

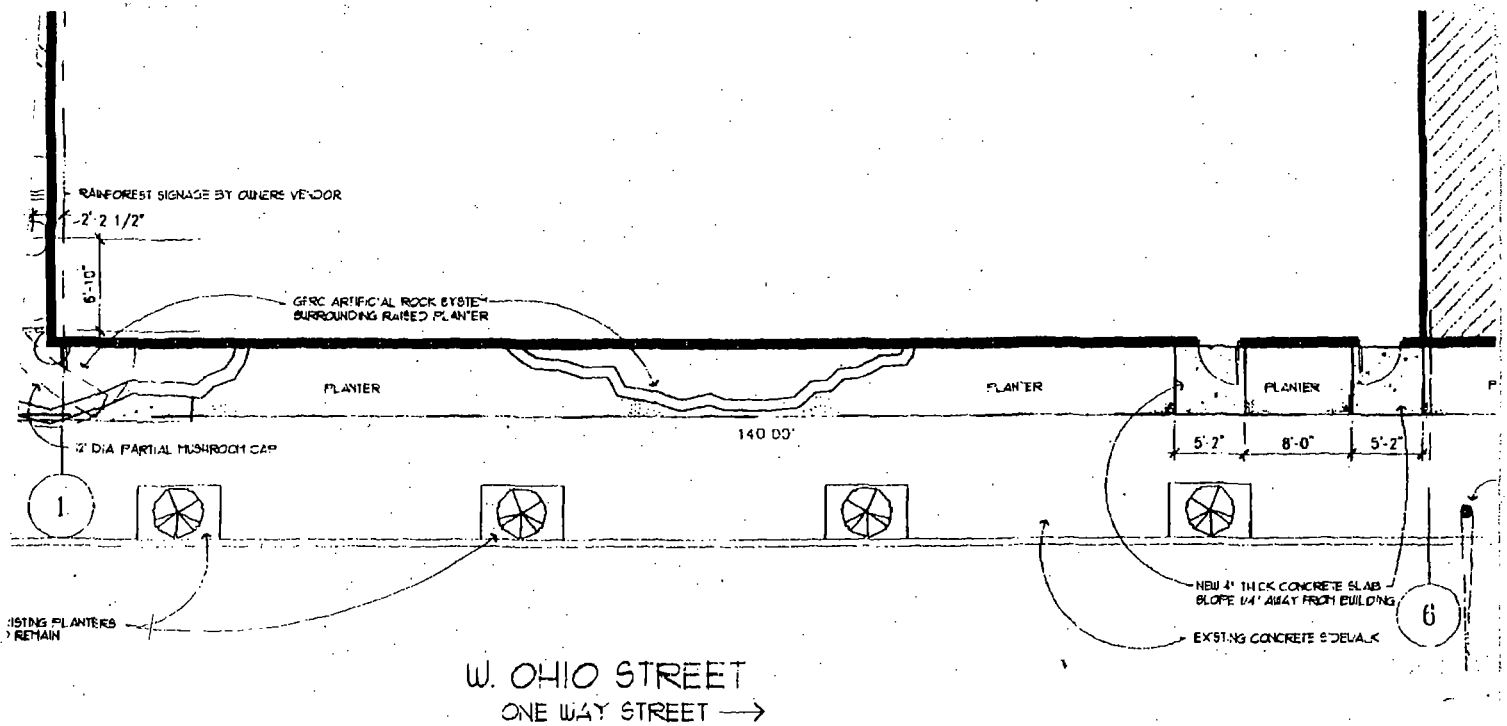
Saint Anthony Hospital.

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

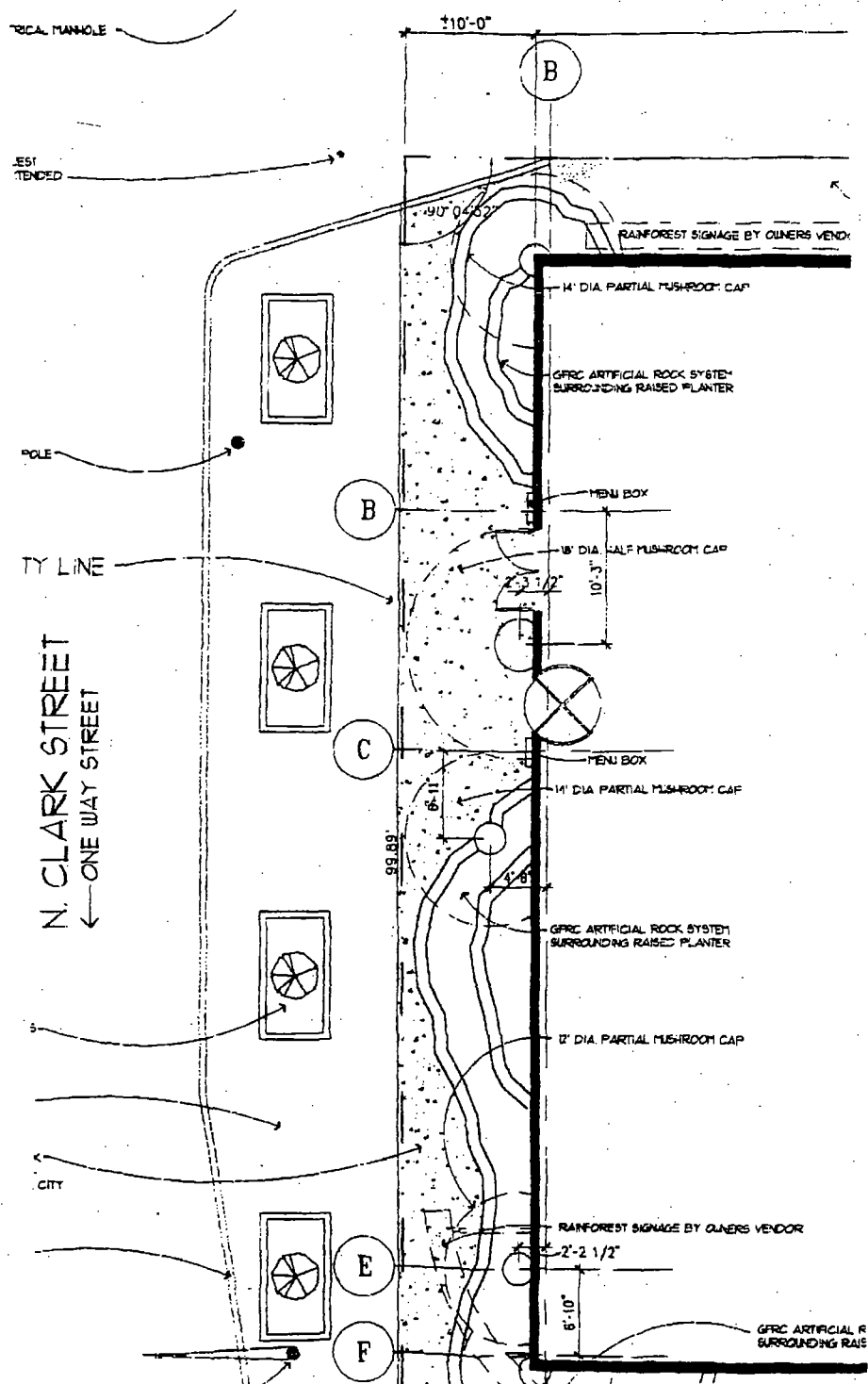
SECTION 1. Permission and authority are hereby given and granted to Saint Anthony Hospital, upon the terms and subject to the conditions of this ordinance, to occupy the east sixty (60) feet of South Marshall Boulevard between the south line of West 19th Street and the northerly line of the Burlington Northern Railroad (Chicago Burlington and Quincy Railroad) a distance of two hundred eighty (280) feet, containing approximately sixteen thousand eight hundred (16,800) square feet of space used for parking of automobiles. Authority herein granted for a period of five (5) years from and after September 9, 1997.

(Continued on page 51789)

Ordinance associated with this drawing printed on pages
51784 through 51786 of this Journal.



Ordinance associated with this drawing printed on pages
51784 through 51786 of this Journal



(Continued from page 51786)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Eight Hundred Twenty-eight and no/100 Dollars (\$1,828.00) 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 or the Director of Revenue at their discretion, at any time 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 51792 of this Journal.]

St. Paul Federal Bank For Savings.

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

SECTION 1. Permission and authority are hereby given and granted to St. Paul Federal Bank for Savings, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a computer cable, adjacent to the premises known as 6700 West North Avenue. Said computer cable shall measure one hundred sixty (160) feet in length, of which fifty (50) feet shall cross over the public right-of-way of the City of Chicago and shall connect the main bank building at 6700 West North Avenue and the annex office property at 6701 West North Avenue. Said cable shall be for inter-office use and shall be either one (1) three hundred (300)-pair cable or three (3) one hundred (100)-pair cables and a messenger cable. Said overhead cable shall be removed by St. Paul Federal Bank if, property is sold or razed or if, said grantee ceases to require use of this privilege. Authority herein given and granted shall be for a period of five (5) years from and after July 29, 1997.

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

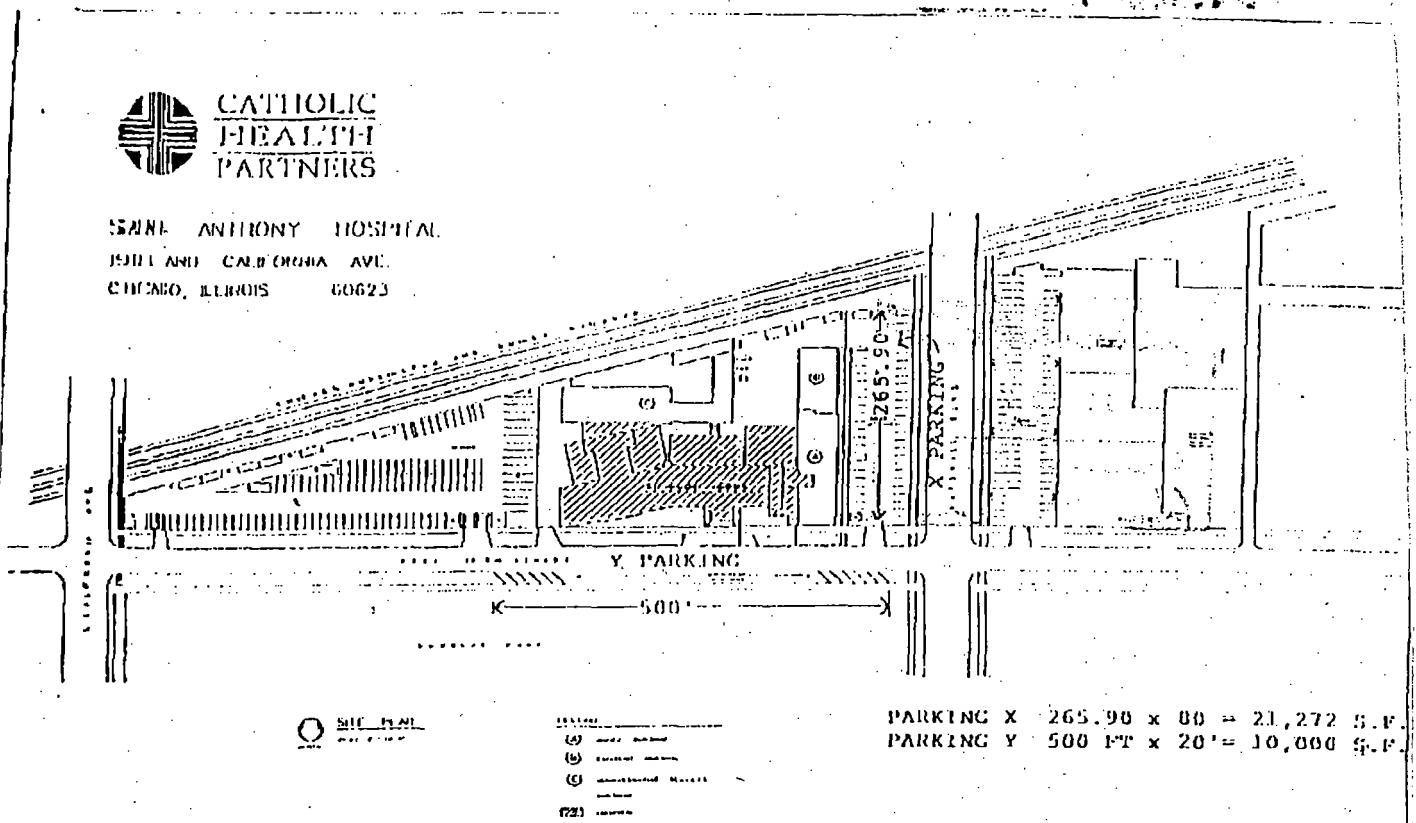
(Continued on page 51793)

Ordinance associated with this drawing printed on pages
51786 through 51791 of this Journal.



CATHOLIC
HEALTH
PARTNERS

SAN ANTHONY HOSPITAL
1501 AND CALIFORNIA AVE.
CHICAGO, ILLINOIS 60623



(Continued from page 51791)

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 or the Director of Revenue at their discretion, at any time 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 51796 of this Journal.]

Mr. Michael Scoby.

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

SECTION 1. Permission and authority are hereby given and granted to Michael Scoby, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) balconies and two (2) canopies adjacent to the premises known as 1050 West Kinzie Street. Said balconies and canopies shall hang over the public right-of-way. The measurements for the balconies shall be ten (10) feet in length and five (5) feet in width. The measurements for the canopies shall be eight (8) feet in length and three (3) feet in width. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 51797)

(Continued from page 51795)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago or the Director of Revenue at their discretion, at any time 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.

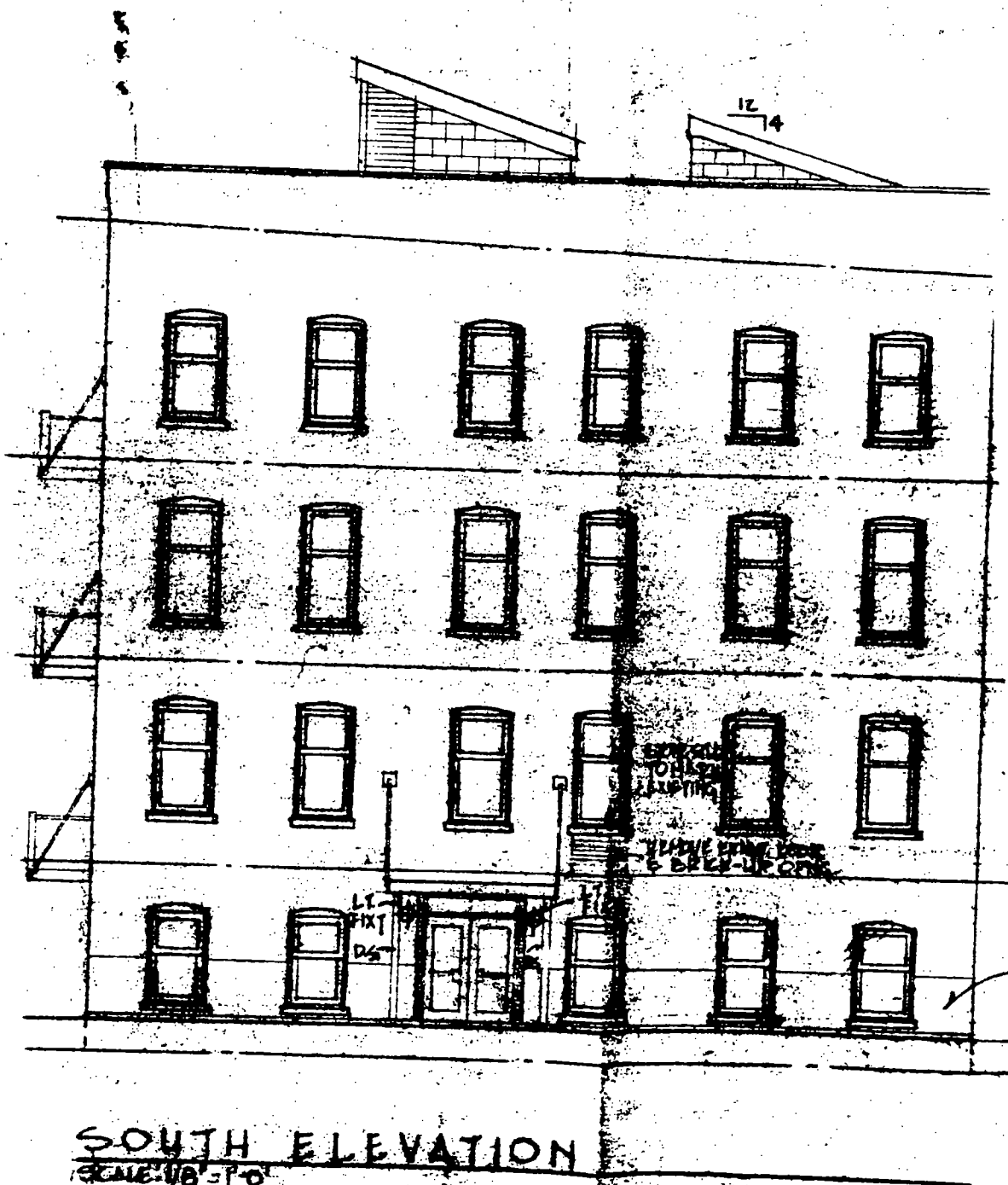
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 51799 of this Journal.]

Ordinance associated with this drawing printed on pages
51795 through 51798 of this Journal.



Smithfield Properties II, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Smithfield Properties II, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a new sewer line under the public right-of-way on the north side of West Willow Street, adjacent to the premises known as 2000 -- 2058 West Willow Street. The purpose of said sewer line is to provide service to fifty-six (56) new residential homes. The measurement shall be five hundred (500) feet in length and five (5) feet in width for a total square footage of two thousand five hundred (2,500) feet. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Six Hundred and no/100 Dollars (\$1,600.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago or the Director of Revenue at their discretion, at any time 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 51803 of this Journal.]

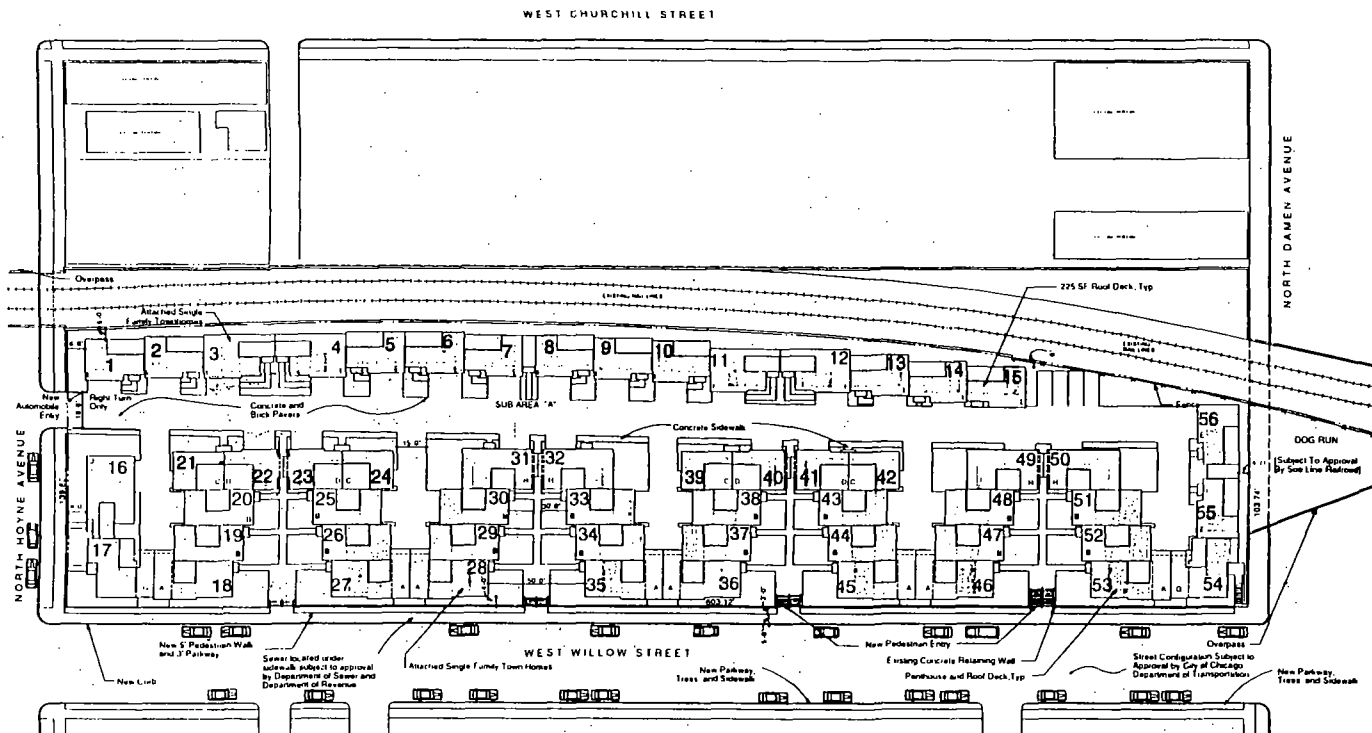
Terminals Limited Partners.

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

SECTION 1. Permission and authority are hereby given and granted to Terminals Limited Partners, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed vaulted sidewalk space adjacent to 537 South Dearborn Street, under and along South Plymouth Court for a distance of seventy-five (75) feet in length and sixteen (16) feet in width, for a total of one thousand two hundred (1,200) square feet, at a depth of ten (10) feet under sidewalk grade. Authority herein granted shall be for a period of five (5) years from and after March 30, 1997.

(Continued on page 51804)

Ordinance associated with this drawing printed on pages
51800 through 51802 of this Journal.



SITE PLAN

DAMEN WILLOW RESIDENCES

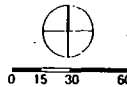
July 1, 1997

THE CLARE GROUP LTD.

DEVELOPER

PAPPAGEORGE HAYMES LTD.

ARCHITECT



(Continued from page 51802)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred Seventy-six and no/100 Dollars (\$576.00) 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 or the Director of Revenue at their discretion, at any time 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 51807 of this Journal.]

United Farm Stands, Inc.

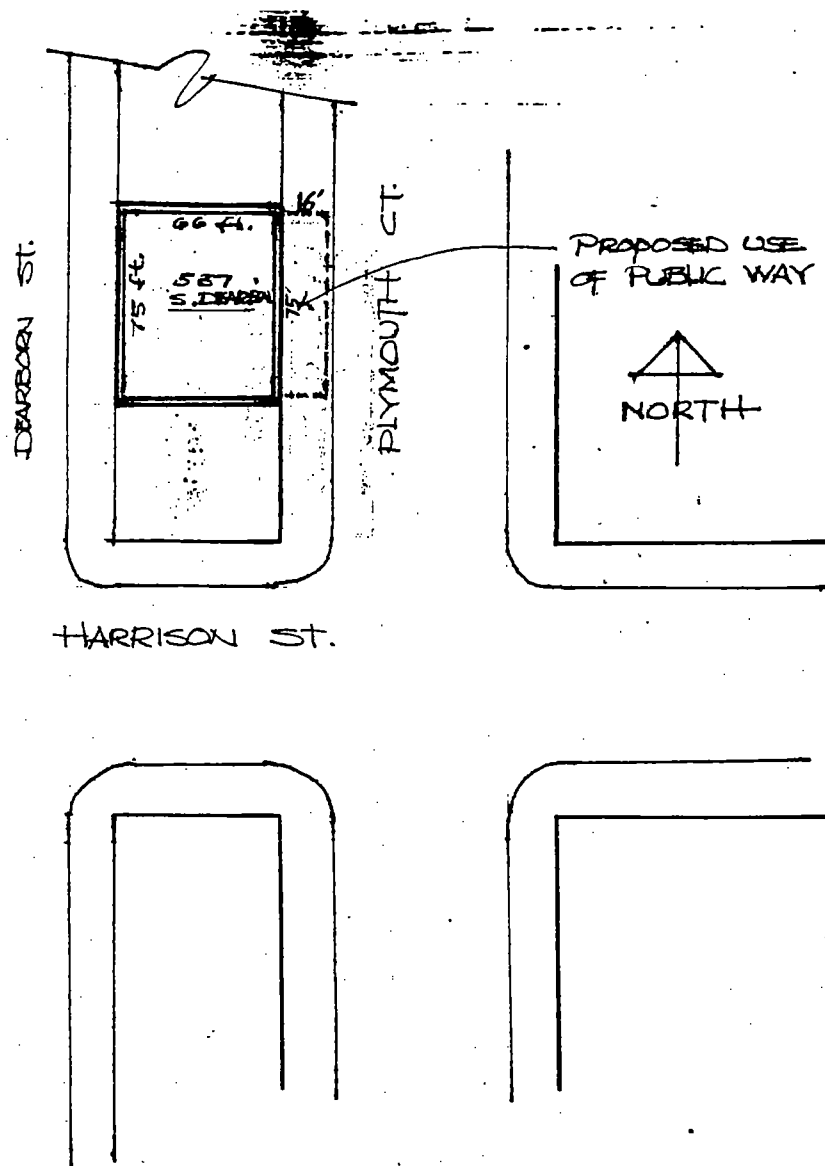
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to United Farm Stands, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a display of merchandise stand, adjacent to the premises known as 3170 North Broadway. Said stand shall display fruits and vegetables during business hours of the store. Stand shall encumber the thirteen (13) foot sidewalk for a total of two (2) feet in width and thirteen (13) feet in length. No sales shall be conducted on the public way and six (6) feet of clear and un-obstructed space shall be maintained for pedestrian passage at all times. 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 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 51808)

Ordinance associated with this drawing printed on pages
51802 through 51806 of this Journal.



(Continued from page 51806)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago or the Director of Revenue at their discretion, at any time 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 51811 of this Journal.]

The University Of Chicago (File Number 25).

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

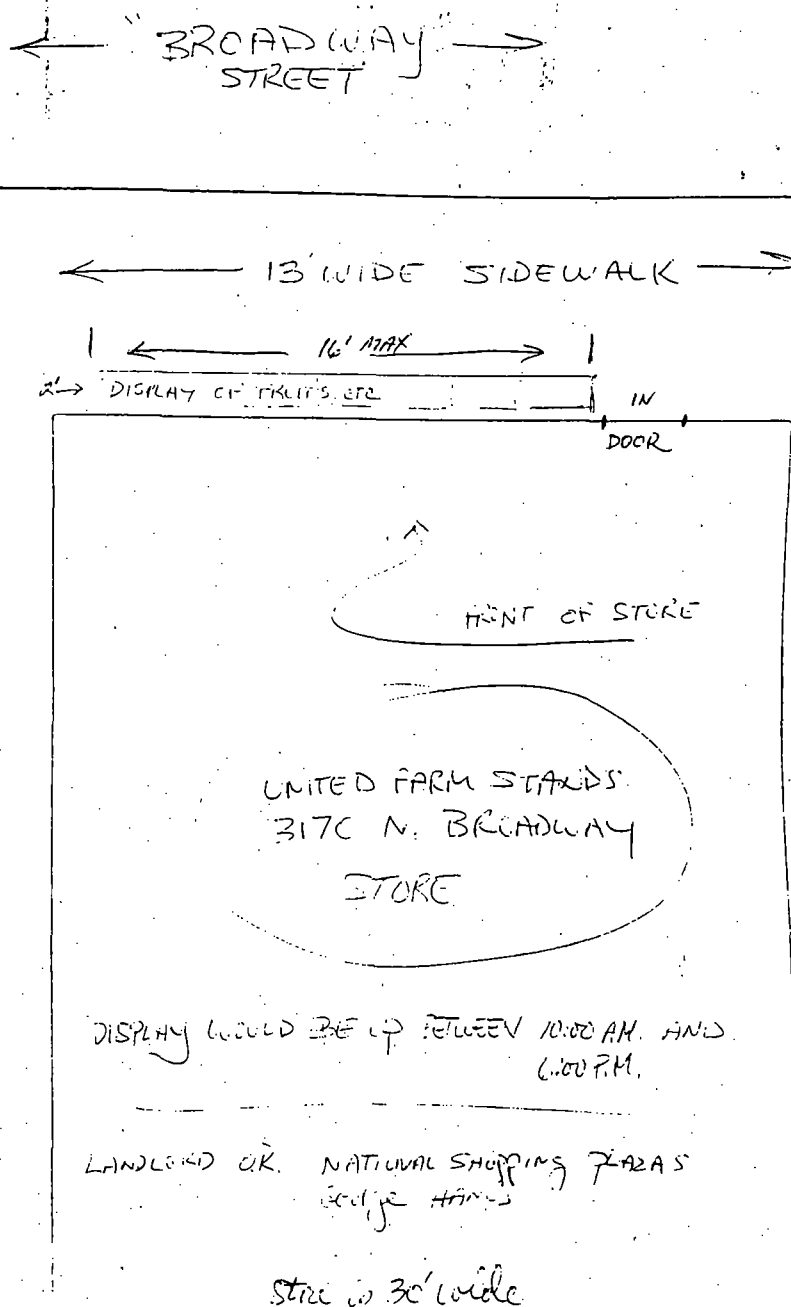
SECTION 1. Permission and authority are hereby given and granted to The University of Chicago (File Number 25) upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed, a concrete pipe vault adjoining the existing vault on Chicago Park District property approximately thirty (30) feet north of the north curb line of East 60th Street and fifteen (15) feet west of the west curbline of South Kenwood Avenue. Also, two (2) steel conduits containing a six (6) inch steam main, a three (3) inch steam return, a one (1) inch high pressure drip main and one (1) inch compressed air main beginning approximately thirty (30) feet north of the north curb line of East 60th Street, running south under and across East 60th Street and under the west public sidewalk in South Kenwood Avenue, to connect with a steam service manhole located under said public sidewalk at a point seventy (70) feet south of the south line of East 60th Street, thence running into private property at a point approximately eight (8) feet south of the south line of East 60th Street, also including an expansion loop located north of the south lot line of East 60th Street. Authority herein granted shall be for a period of five (5) years from and after September 28, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance. In case of termination of

(Continued on page 51812)

Ordinance associated with this drawing printed on pages
51806 through 51810 of this Journal.



(Continued from page 51810)

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 or the Director of Revenue at their discretion, at any time 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 51814 of this Journal.]

Midway

Plaisance

Kenwood

60TH ST.

AVE.

300

627

Washington Des Plaines, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Washington Des Plaines, L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use a vault adjacent to the premises at 659 West Washington Boulevard. Said vault shall be twelve (12) feet in length and nine (9) feet in width. Authority herein given and granted shall be for a period of five (5) years from and after June 24, 1997.

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 or the Director of Revenue at their discretion, at any time 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 51818 of this Journal.]

REPEAL OF PRIOR ORDINANCE AND AUTHORIZATION
FOR GRANT OF PRIVILEGE TO CITYFRONT HOTEL
ASSOCIATES LIMITED PARTNERSHIP TO
MAINTAIN AND USE SOIL RETENTION
SYSTEM AND TIE BACKS
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

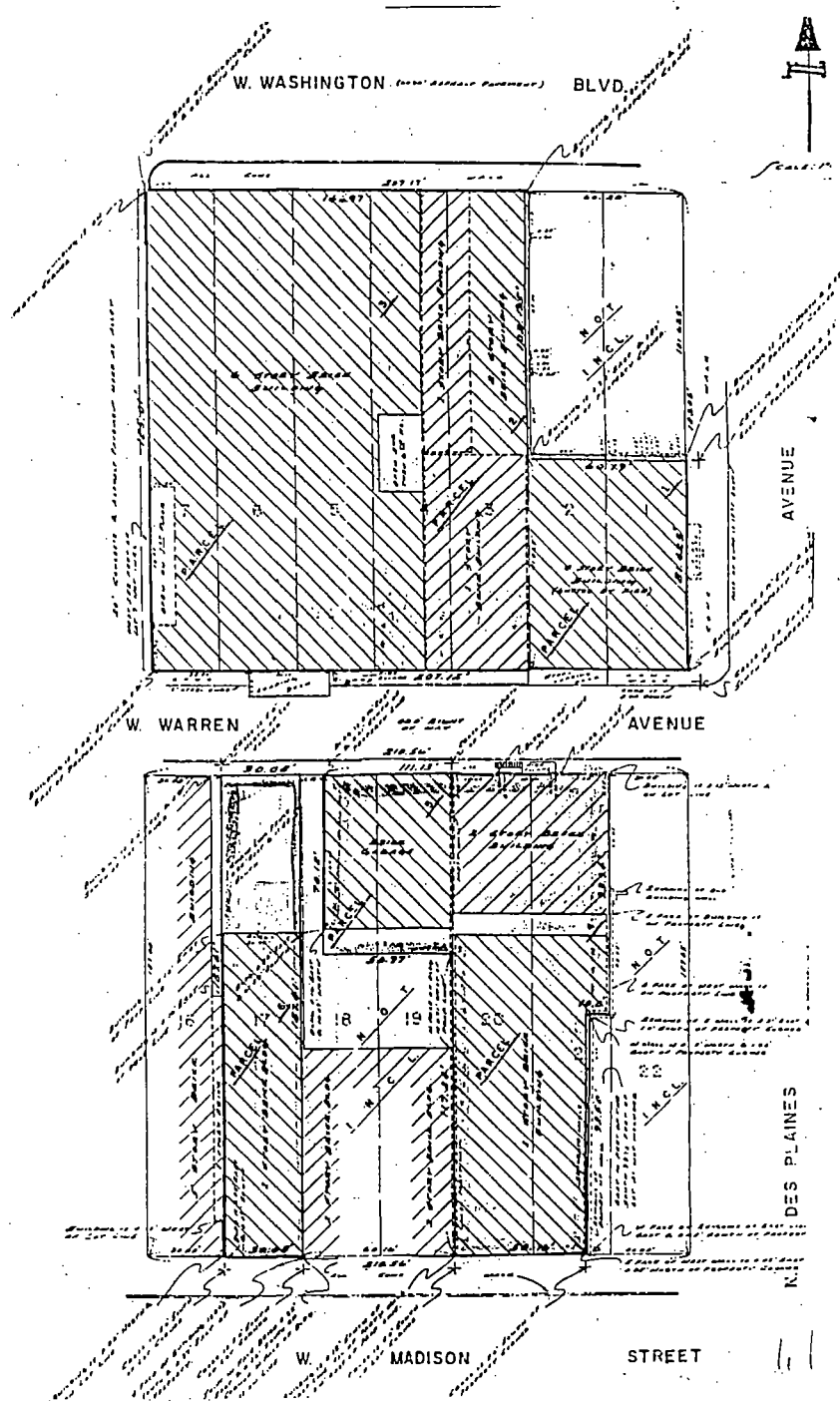
CHICAGO, September 8, 1997.

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 transmitted herewith (referred on July 30, 1997) for a grant of privilege in

(Continued on page 51819)

Ordinance associated with this drawing printed on pages
51815 through 51817 of this Journal.



(Continued from page 51817)

the public way to Cityfront Hotel Associates Limited Partnership for the maintenance and use of a soil retention system with tiebacks in the public way.

This recommendation was concurred in by unanimously a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to Cityfront Hotel Associates Limited Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a soil retention system with tiebacks in the public way adjacent to the premises known as 301 East North Water Street. Said retention system shall be used to retain earth adjacent to the site during construction of below grade levels of said building. Dimensions of said soil retention system shall be as follows:

Said soil retention system along East North Water Street shall extend three hundred fifty-four (354) feet in length and three (3) feet in width for

a total of one thousand sixty-two (1,062) square feet and have an offset measuring sixty-seven (67) feet in length and 0.192 feet in width for a total of sixty-one and sixty-four one-hundredths (61.64) square feet.

Said soil retention system along North Columbus Drive shall extend zero (0) feet in length and zero (0) feet in width for a total of zero (0) square feet in the public way.

Said soil retention system along North New Street shall extend two hundred (200) feet in length and three (3) feet in width for a total of six hundred (600) square feet of space. In addition, there shall also be seventy (70) tiebacks beneath the above listed streets, with each tieback measuring forty-eight (48) feet in length and one half ($\frac{1}{2}$) foot in diameter.

Prior ordinance passed by the City Council of the City of Chicago on February 7, 1990 and printed upon page 11255 of the Journal of Proceedings of the City Council of that date is hereby repealed. Authority herein granted shall be for a period of five (5) years from and after July 7, 1997.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand Twenty-three and no/100 Dollars (\$4,023.00) 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 or the Director of Revenue at their discretion, at any time 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.

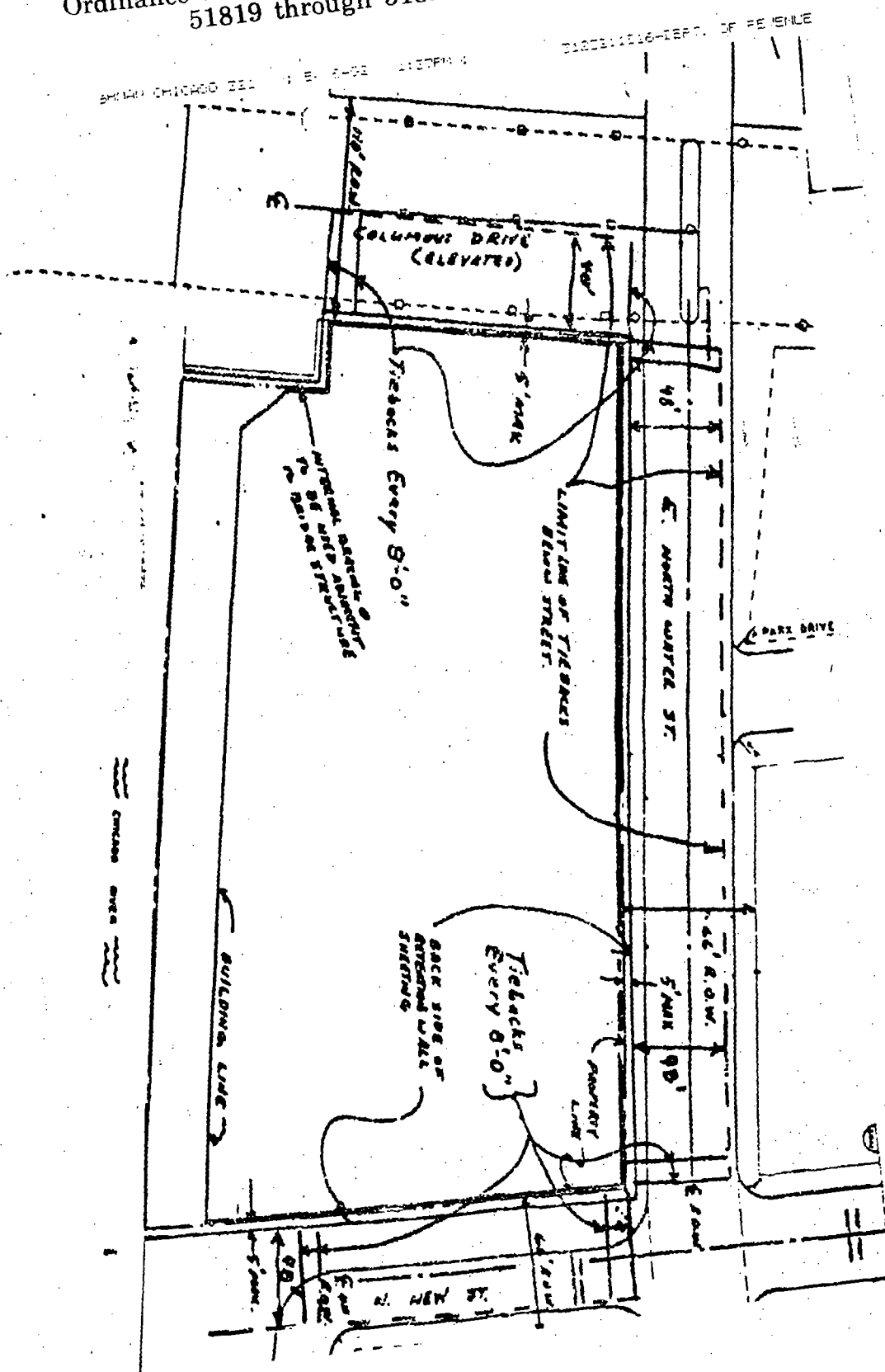
SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on
page 51823 of this Journal.]

AMENDMENT TO ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO INVESTMENT
PROPERTIES ASSOCIATES LIMITED
PARTNERSHIP.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 51824)



(Continued from page 51822)

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance originally passed by the City Council on May 14, 1997, page 44384 of the Council Journal of Proceedings, granting permission to Investment Properties Associates Limited Partnership to maintain and use a vaulted sidewalk space used for storage under the public way adjacent to the premises located at 6 North Michigan Avenue. Said amendment reduces the area of vaulted space and makes the appropriate compensation adjustment relating to the space reduction. This ordinance was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Investment Properties Associates Limited Partnership on May 14, 1997, and printed upon page 44384 of the Journal of Proceedings of the City of Chicago, is hereby amended by deleting the words: "North Michigan Avenue: vaulted area is approximately ninety-eight (98) feet in length and fifteen (15) feet in width/Nine Thousand Three Hundred and no/100 Dollars (\$9,300.00) per annum" and inserting in their place the words: " Five Thousand Five Hundred Sixty-eight and no/100 Dollars (\$5,568.00) per annum".

SECTION 2. This ordinance amendment shall be in effect upon its spassage.

AMENDMENT TO ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO SPECTRUM REAL
ESTATE SERVICE INC.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance originally passed by the City Council on March 19, 1997, page 41570 of the Council Journal of Proceedings, granting permission to Spectrum Real Estate Service, Inc. to construct, install, maintain and use a manhole covering in an existing vault adjacent to the premises located at 400 North Franklin Street. Said amendment adds three manholes and makes the appropriate compensation adjustments for this addition. This ordinance was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Spectrum Real Estate Service, Inc., on March 19, 1997 and printed upon page 41570 of the Journal of Proceedings of the City of Chicago, is hereby amended by deleting the words: "Three Hundred and no/100 Dollars (\$300.00) per annum, in advance", and inserting in their place the words: "An additional three (3) manhole at One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per annum".

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, September 8, 1997.

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 July 30, 1997) to construct, maintain and use sundry canopies by various establishments.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

All American Nursing Home: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to All American Nursing Home ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5448 North Broadway for a period of three (3) years from and after July 29, 1997 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 (50) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-five and no/100 Dollars (\$75.00) 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 or the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*Mr. David Ruttenburg/American National Bank And
Trust Company Of Chicago Under Trust
Number 51862: Canopies.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to David Ruttenburg/American National Bank Under Trust Number 51862 ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 210 -- 222 West Superior

Street for a period of three (3) years from and after September 21, 1997 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 one (1) at nine (9) feet and three (3) at six (6) feet, respectively, in length, nor four (4) at three (3) feet, five (5) inches, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor or 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.

*Asian Village Dental Clinic, In Care
Of Linh Duy Nguyen: Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Asian Village Dental Clinic in care of Linh Duy Nguyen ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5129 North Broadway for a period of three (3) years from and after August 3, 1997 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-eight (48) 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-three and no/100 Dollars (\$73.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor or the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Ms. Louise Fabisiewicz: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Louise Fabisiewicz ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4341 South Archer Avenue for a period of three (3) years from and after March 30, 1997 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one hundred fifty (150) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Flapjaws Saloon Ltd.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Flapjaws Saloon Ltd. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 22 East Peterson Street for a period of three (3) years from and after June 16, 1997 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 thirty-six (36) feet, three (3) inches in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-one and no/100 Dollars (\$61.00) 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.

Heatmasters: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Heatmasters ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5540 West Lawrence Avenue for a period of three (3) years from and after August 6, 1997 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-one (71) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Ninety-six and no/100 Dollars (\$96.00) 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.

Irmco Properties And Management Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Irmco Properties and Management Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5500 South Shore Drive for a period of three (3) years from and after July 27, 1997 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-five (25) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

*Jahyun Suh (Doing Business As
LaSalle Cleaners): Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Jahyun Suh, doing business as LaSalle Cleaners ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to

the structure located at 156 West Division 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 fifteen (15) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor or 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.

Monks Pub (In Care Of Mr. Mike Shachar): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Monks Pub, in care of Mike Shachar ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 203 West Lake Street for a period of three (3) years from and after May 18, 1997 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-five (25) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in

advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor or the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Stanley Meyers: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Stanley Meyers ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 7442 North Western Avenue for a period of three (3) years from and after July 19, 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 four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor or 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 New Lumuri Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The New Lumuri Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1942 West Division 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 twenty-four (24) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor or 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.

Pink's Childcare Academy, Ltd.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Pink's Childcare Academy, Ltd. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8236 South Kedzie Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 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 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 or 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.

Roberts Funeral Home: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Roberts Funeral Home ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2819 South Archer Avenue for a period of three (3) years from and after August 8, 1997 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor or 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.

Sanctuary Of Faith Church Of God In Christ: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sanctuary of Faith Church of God in Christ ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3612 West Chicago Avenue for a period of three (3) years from and after May 15, 1997 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 five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago; its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor or 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.

Su Familia Real Estate: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Su Familia Real Estate ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2843 West Cermak Road 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 twenty-two (22) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor or 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.

Supera Property Management: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Supera Property Management ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3616 North Pine Grove Avenue for a period of three (3) years from and after August 2, 1997 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length, nor fifteen (15) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Superior Bank FSB: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Superior Bank FSB ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 150 South Wacker Drive for a period of three (3) years from and after February 2, 1997 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length, nor seven (7) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Terminal's Limited Partners: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Terminal's Limited Partners ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 537 South Dearborn Street for a period of three (3) years from and after March 15, 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 three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Thermolase Corporation: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Thermolase Corporation ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 840 North Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and

the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twelve (12) feet and two (2) at two (2) feet, respectively, in length, nor three (3) at eleven (11) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Village Cycle Center: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Village Cycle Center ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1337 North Wells Street for a period of three (3) years from and after May 16, 1997 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises,

the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

William K. Wan, D.D.S., M.D.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to William K. Wan, D.D.S. M.D. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 424 West Fullerton Avenue for a period of three (3) years from and after May 22, 1997 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 eight (8) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

21 East Chestnut Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 21 East Chestnut Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 21 East Chestnut Street for a period of three (3) years from and after July 12, 1997 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 seventeen (17) feet in length, nor fourteen (14) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

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 July 30, 1997) for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

Cafe Italia.

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

SECTION 1. Permission and authority are hereby given and granted to Cafe Italia, 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 known as 2625 North Harlem Avenue. Said sidewalk cafe area shall be fifty (50) feet in length and four (4) feet in width, for a total of two hundred (200) square feet and shall begin six (6) feet from the face of the curb line along North Harlem Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 10.

Authority for the above named privilege is herein given and granted from and after April 1, 1997 through, and including, November 1, 1997.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time 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 Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the

Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Enisa Cirkic (Doing Business As The
European Pastry Shop And Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Enisa Cirkic, doing business as the European Pastry Shop and 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 4701 North Lincoln Avenue. 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 building line along West Leland Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 9:00 A.M. to 12:00 Midnight.

Compensation: \$608.00/Seating: 50.

Authority for the above named privilege is herein given and granted from and after April 1, 1997 through, and including, November 1, 1997.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of

Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time 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 Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of

Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Mr. Frank Zimmerman (Doing Business As
Frankie Z's Clark Bar).*

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

SECTION 1. Permission and authority are hereby given and granted to Frank Zimmerman, doing business as Frankie Z's Clark Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located

at 435 North Clark Street. Said sidewalk cafe area shall be thirty-four (34) feet in length and nine (9) feet in width, for a total of three hundred six (306) square feet and shall begin six (6) feet from the face of the curb line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$551.00/Seating: 40.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage between the outer edge of the sidewalk cafe and the curb line at all times.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafe shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time 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 Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come

against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Mr. George Kakotaritis (Doing Business
As Ideal Cafe & Deli).*

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

SECTION 1. Permission and authority are hereby given and granted to George Kakotaritis, doing business as Ideal Cafe & Deli, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 333 South Green Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and twenty-five (25) feet in width, for a total of eight hundred seventy-five (875) square feet and shall begin six (6) feet from the face of the curb line along South Green Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 9:00 A.M. to 12:00 Midnight

Compensation: \$595.00/Seating: 24.

Authority for the above named privilege is herein given and granted from and after April 1, 1997 through, and including, November 1, 1997.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time 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 Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the

City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Mad Bar.

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

SECTION 1. Permission and authority are hereby given and granted to Mad Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1650 North Damen Avenue. Said sidewalk cafe area shall be forty-one (41) feet, six (6) inches in length and five (5) feet, four (4) inches in width, for a total of two hundred twenty-five (225) square feet and shall begin six (6) feet from the face of the curb line along North Damen Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 18.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1997 through, and including, November 1, 1997.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time 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 Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Mc Donald's Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Mc Donald's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 111 West Jackson Boulevard. Said sidewalk cafe area shall be twenty-five (25) feet in length and eight (8) feet in width, for a total of two hundred (200) square feet and shall begin six (6) feet from the face of the building line along West Jackson Boulevard. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 5:00 P.M.

Saturday, 8:00 A.M. to 3:00 P.M.

Compensation: \$300.00/Seating: 12.

Amplification of sound is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage between the outer edge of the sidewalk cafe and the curb line at all times.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafe shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

Authority for the above named privilege is herein given and granted from and after April 1, 1997 through, and including, November 1, 1997.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall,

nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time 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 Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by

the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Tsunami Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Tsunami 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 1160 North Dearborn Street. Said sidewalk cafe area shall be thirty-two (32) feet, nine (9) inches in length and twelve (12) feet, three (3) inches in width, for a total of four hundred five (405) square feet and shall begin seven (7) feet from the face of the curb line along North 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, 11:30 A.M. to 10:30 P.M.
Saturday and Sunday, 5:00 P.M. to 10:30 P.M.

Compensation: \$729.00/Seating: 40.

Amplification of sound is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage between the outer edge of the sidewalk cafe and the curb line at all times.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafe shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

Authority for the above named privilege is herein given and granted from and after April 1, 1997 through, and including, November 1, 1997.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time 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 Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*M. D. J. Corporation (Doing Business
As Zanizibar).*

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

SECTION 1. Permission and authority are hereby given and granted to M. D. J. Corporation, doing business as Zanizibar, 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 731 North Dearborn Street. Said sidewalk cafe area shall be forty (40) feet in length and eight (8) feet in width, for a total of three hundred twenty (320) square feet and shall begin eleven (11) feet from the face of the curb line along West Superior Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.
Sunday, 3:00 P.M. to 10:00 P.M.

Compensation: \$576.00/Seating: 30.

Amplification of sound is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage between the outer edge of the sidewalk cafe and the curb line at all times.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafe shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

Authority for the above named privilege is herein given and granted from and after April 1, 1997 through, and including, November 1, 1997.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time 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 Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the

responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

8-Track Bar & Grill.

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

SECTION 1. Permission and authority are hereby given and granted to 8-Track Bar & 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 1240 North Wells Street. Said sidewalk cafe area shall be twenty (20) feet in length and twelve (12) feet in width, for a total of two hundred forty (240) square feet and shall begin six (6) feet back from the face of the curb line along West Scott 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 11:00 P.M.
Saturday, 11:00 A.M. to 12:00 Midnight
Sunday, 12:00 Noon to 11:00 P.M.

Compensation: \$432.00/Seating: 20.

Authority for the above named privilege is herein given and granted from and after April 1, 1997 through, and including, November 1, 1997.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time 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 Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF
PRIVILEGE TO CUCCINA BELLA RESTAURANT
FOR SIDEWALK CAFE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance originally passed by the City Council on March 19, 1997, pages 41605 -- 41607 of the Council Journal of Proceedings, granting permission to Cuccina Bella Restaurant to maintain and use a sidewalk cafe adjacent to the premises located at 543 West Diversey Parkway. Said amendment allows for additional seating at this location. This ordinance was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas --Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Cuccina Bella Restaurant located at 543 West Diversey Parkway on March 19, 1997, and printed upon pages 41605 -- 41607 of the Journal of Proceedings of the City of Chicago, is hereby amended by deleting the words "Seating: 24" and inserting in their place the words "Seating: 40".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR APPROVAL OF RESUBDIVISION OF
CHINA TOWN SQUARE SUB-AREA A ON PORTION
OF SOUTH CHINA PLACE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Superintendent of Maps and Plats to approve a proposed resubdivision of China Town Square Sub-Area A lying along the northwest line of South China Place between a line 267.17 feet northeast of the northeast line of South Princeton Avenue and a line 267 feet northeast thereof. This ordinance was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 resubdivision of China Town Square Sub-Area A lying along the northwesterly line of South China Place, between a line 267.17 feet northeasterly of the northeasterly line of South Princeton Avenue and a line 267.00 feet northeasterly thereof, as shown on the attached plat, when the necessary certificates are shown on said plat for the American National Bank and Trust Company of Chicago, Trust Numbers 66666 and 67060 (File Number 21-25-97-2164).

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 PLAT OF DEDICATION AT
INTERSECTION OF SOUTH KEDZIE AVENUE
AND WEST 51ST STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Superintendent of Maps to approve and accept a Plat of Dedication for street purposes, of a 22 foot by 22 foot triangular parcel of land located at the northeast corner of the intersection of South Kedzie Avenue and West 51st Street running 22 feet north along the east line of South Kedzie Avenue and running 22 feet along the north line of West 51st Street from said northeast corner of said intersection. This ordinance was referred to the committee on September 8, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 and accept a Plat of Dedication for street purposes, of a 22 foot by 22 foot triangular parcel of land located at the northeast corner of the intersection of South Kedzie Avenue and West 51st Street running 22.0 feet north along the east line of South Kedzie Avenue and running 22.0 feet east along the north line of West 51st Street from said northeast corner of said intersection as shown on the attached plat, when the necessary certificates are shown on said plat (File Number 12-14-97-2176).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat referred to in this ordinance printed
on page 51874 of this Journal.]

VACATION OF PORTION OF WEST KINZIE STREET
BETWEEN NORTH ABERDEEN STREET AND
NORTH CARPENTER STREET.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 57875)

Ordinance associated with this plat printed on page
51873 of this Journal.

PLAT OF DEDICATION

FOR
PUBLIC STREET PURPOSES

BY
HNTB ILLINOIS, INC.
SURVEYORS · ENGINEERS · ARCHITECTS · PLANNERS

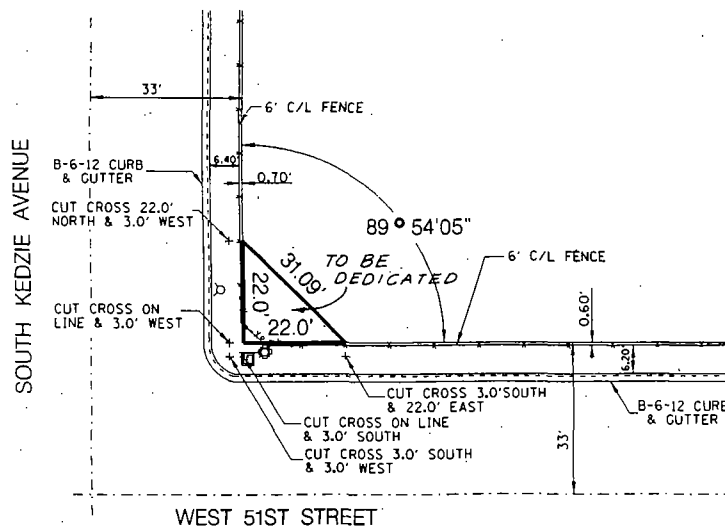
111 N. CANAL STREET, SUITE 880, CHICAGO, ILLINOIS 60606 (312) 930-9119
OF



SCALE: 1" = 20'

A PARCEL OF LAND IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SOUTH KEDZIE AVENUE WITH THE NORTH LINE OF WEST 51ST STREET, SAID EAST LINE OF SOUTH KEDZIE AVENUE BEING 33 FEET EAST AND PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION AND SAID NORTH LINE OF WEST 51ST STREET BEING 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION, RUNNING THENCE NORTH ALONG SAID EAST LINE OF SOUTH KEDZIE AVENUE, A DISTANCE OF 22 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE NORTH LINE OF WEST 51ST STREET, SAID POINT LYING A DISTANCE OF 22 FEET EAST OF SAID INTERSECTION OF THE EAST LINE OF SOUTH KEDZIE AVENUE WITH THE NORTH LINE OF WEST 51ST STREET; THENCE WEST ALONG SAID NORTH LINE OF WEST 51ST STREET, A DISTANCE OF 22 FEET, TO THE POINT OF BEGINNING.



DWR. No 12-14-97-2176

NOTE:
1. PLEASE CHECK LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY.
2. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND REPORT ANY DISCREPANCIES AT ONCE.
3. BUILDING LINES: IF ANY, SHOWN HEREON ARE BUILDING LINES SHOWN ON THE RECORDED SUBDIVISION PLAT.
4. ALL TIES SHOWN ON THE PLAT ARE TO THE PROPERTY LINES, UNLESS OTHERWISE NOTED.

TO ALL PERSONS INTERESTED IN TITLE TO PREMISES SURVEY:
I HEREBY CERTIFY THAT I PERSONALLY MADE AN ACTUAL SURVEY OF THE PREMISES SHOWN HEREON ON THE 14th DAY OF MARCH, 1997, AND THAT THIS SURVEY IS A CORRECT REPRESENTATION OF THE PREMISES AS DETERMINED BY SAID SURVEY. I FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS ANY BOUNDARY LINE OF THE PREMISES EXCEPT AS SHOWN HEREON.
CHICAGO ILLINOIS MARCH 13, A.D. 19 97
Charles D. Smith
ILLINOIS REGISTERED LAND SURVEYOR NO. 2378

PLAT OF SURVEY

CITY OF CHICAGO
CHICAGO, COOK COUNTY, ILLINOIS

BY: HNTB ILLINOIS, INC.

SCALE = 1" = 20'

DATE:

51ST STREET IMPROVEMENT

PARCEL:

1

(Continued from page 51873)

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance vacating the south 17.64 feet of West Kinzie Street lying between the east line of North Aberdeen Street and the west line of North Carpenter Street. This ordinance was referred to the committee on September 8, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 1033 to 1057 West Kinzie Street are owned by the Ruprecht Company; and

WHEREAS, The Ruprecht Company employs fifteen (15) individuals in the meat processing industry; and

WHEREAS, The Ruprecht Company proposes to use the seventeen (17), more or less, foot strip portion of the street to be vacated herein for a ten thousand (10,000) square foot meat processing plant expansion and other such uses which are reasonably necessary therefore; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved in such as to warrant the vacation of part of the public street described in the following ordinance; now, therefore,

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

SECTION 1. All that part of West Kinzie Street lying north of the north line of vacated West Kinzie Street, vacated by ordinance approved by the City Council of the City of Chicago July 10, 1996 in the Office of the Recorder of Deeds of Cook County, Illinois being described in said ordinance as "a line drawn from a point on the northerly extension of the east line of Lot 1, 15.36 feet north of the northeast corner of Lot 1 (as measured along the northerly extension of the east line of Lot 1) to a point on the northerly extension of the west line of Lot 5, 15.38 feet, north of the northwest corner of Lot 5 (as measured along the northerly extension of the west line of Lot 5)", lying south of a line drawn from a point on the northerly extension of the

east line of Lot 1, 33.00 feet north of the northeast corner of Lot 1 (as measured along the northerly extension of the east line of Lot 1) to a point on the northerly extension of the west line of Lot 5, 33.00 feet, north of the northwest corner of Lot 5 (as measured along the northerly extension of the east line of Lot 5), lying west of the northerly extension of the east line of Lot 1 and lying east of the northerly extension of the west line of Lot 5, all in Block 6 in Carpenter's Addition to Chicago, being a subdivision of the southeast quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said part of public street herein vacated being further described as the south 17.64 feet, more or less, of West Kinzie Street, lying between the east line of North Aberdeen Street and the west line of North Carpenter Street, 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 Commissioner of Transportation 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 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 Ruprecht Company shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive covenant complying with Section 2 of this ordinance, approved by the Corporation Counsel, and 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 page 51879 of this Journal.]

VACATION OF PORTIONS OF NORTH KOSTNER AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body Pass an ordinance vacating the west half of North Kostner Avenue lying between the north line of West Foster Avenue and the south line of West Bryn Mawr Avenue (except railroad right-of-way) and also the east half of North Kostner Avenue lying north of the north line of West Foster Avenue and south of a line 660 feet north of and parallel with the south line of the northeast quarter of Section 10, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. This ordinance was referred to the committee on September 8, 1997.

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 51880)

Ordinance associated with this drawing printed on pages
51876 through 51877 of this Journal.

"A"

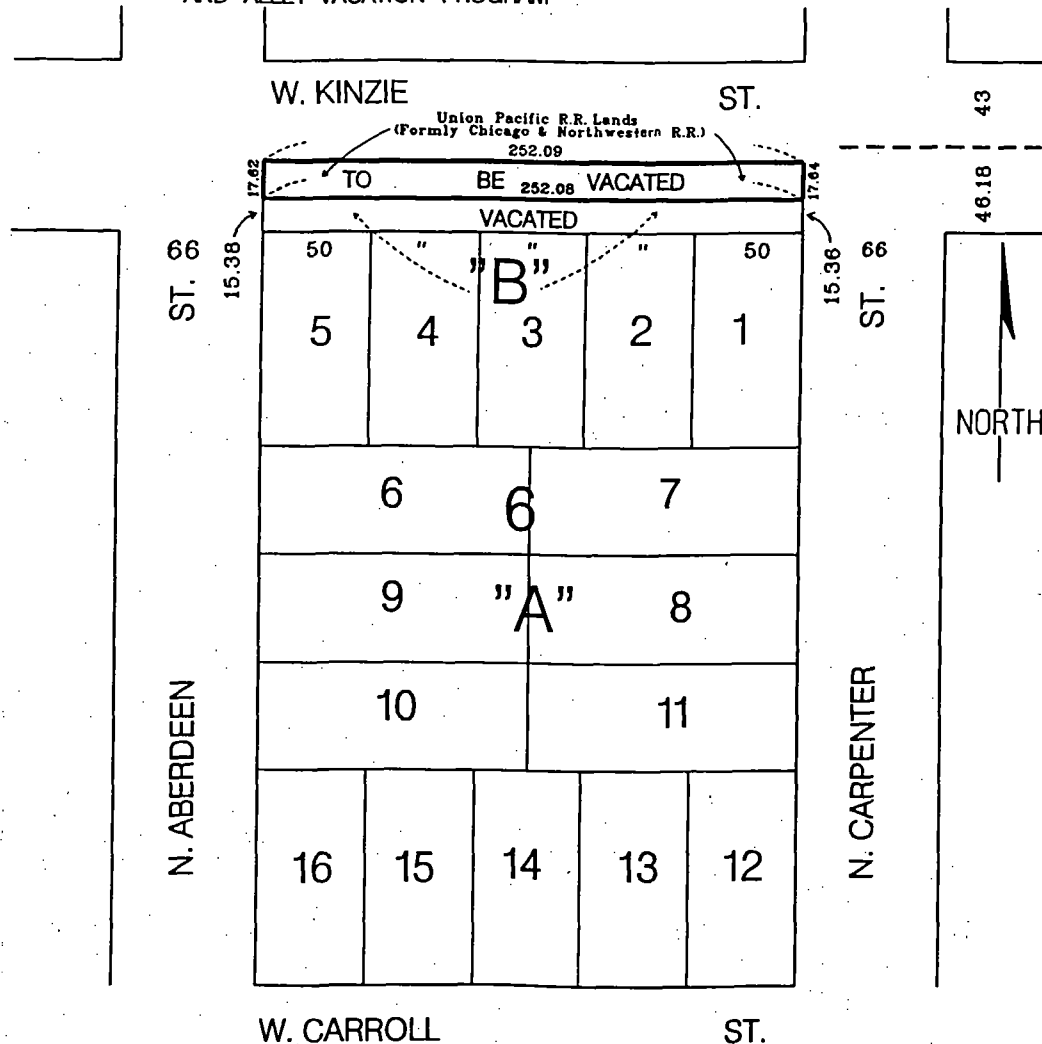
Carpenter's Addition to Chicago being a Subdivision
of the S.E. 1/4 of Sec. 8-39-14.

"B"

Ordinance Approved by City Council July 10, 1996.
Rec. Sept. 27, 1996 Doc. No. 96-738961

Dr. No. 8-27-95-2078 Rev. Mar. 26, 1997

Note: This Street is being VACATED
Under the INDUSTRIAL STREET
AND ALLEY VACATION PROGRAM



(Continued from page 51878)

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 North Kostner Avenue described in the following ordinance; now, therefore,

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

SECTION 1. All that part of the east half of North Kostner Avenue lying north of the north line of West Foster Avenue and lying south of a line 660 feet north of and parallel with the south line of the northeast quarter of Section 10, Township 40 North, Range 13, East of the Third Principal Meridian, also all that part of the west half of North Kostner Avenue lying north of the north line of West Foster Avenue and lying south of a line 660 feet north of and parallel with the south line of the northwest quarter of Section 10 aforesaid, also all that part of the west half of North Kostner Avenue lying north of a line 660 feet north of and parallel with the south line of the northwest quarter of Section 10 aforesaid and lying southerly of the southeasterly line of the Union Pacific Railroad right of way (formerly the Chicago and Northwestern Railroad) and also all that part of the west half of North Kostner Avenue lying northerly of the northwesterly line of the Union Pacific Railroad right of way aforesaid and lying south of the south line of West Bryn Mawr Avenue said south line of West Bryn Mawr Avenue also being the north line of Section 10 aforesaid, said North Kostner Avenue herein vacated being further described as the west half of North Kostner Avenue lying between the north line of West Foster Avenue and the south line of West Bryn Mawr Avenue (except railroad right of way) and also the east half of North Kostner Avenue lying north of the north line of West

Foster Avenue and south of a line 660 feet north of and parallel with the south line of the northeast quarter of Section 10, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois 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 North Kostner Avenue as herein vacated, with the right of ingress and egress.

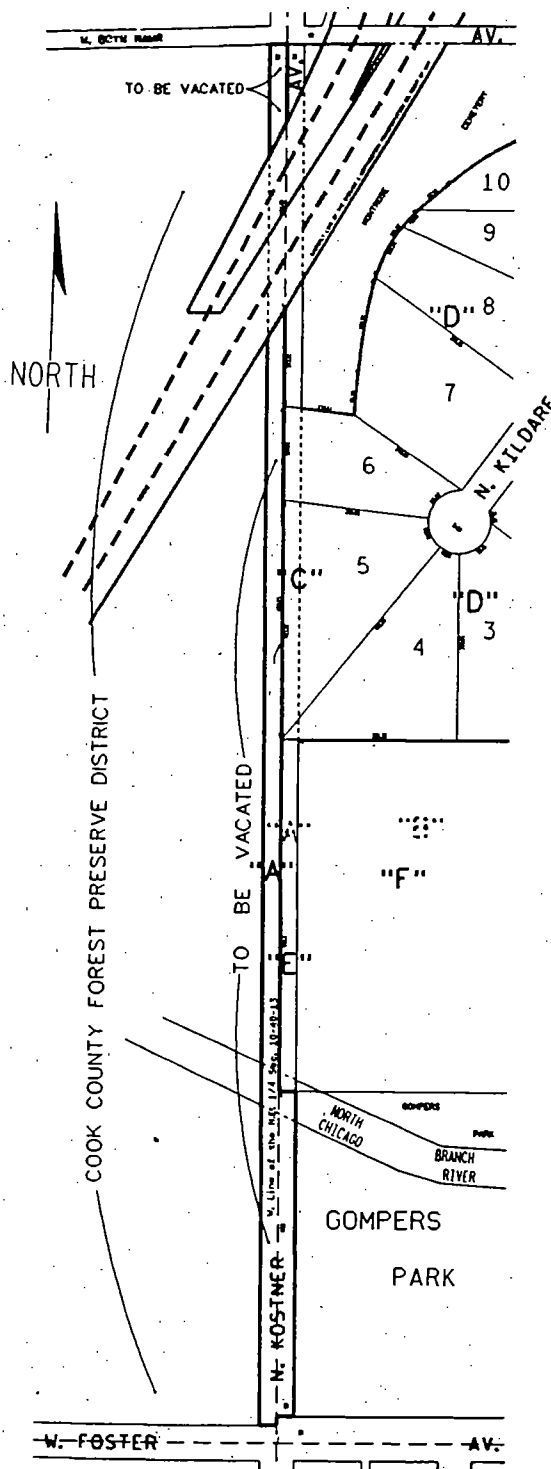
SECTION 3. The vacation herein provided for the Chicago Park District and the Forest Preserve District of Greater Chicago is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Chicago Park District and the Forest Preserve District of Greater Chicago 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 North Kostner Avenue hereby vacated, the sum of Zero and no/100 Dollars (\$0.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. The vacation herein provided for the Chicago Park District and the Forest Preserve District of Greater Chicago is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Chicago Park District and the Forest Preserve District of Greater Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. 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 page 51882 of this Journal.]

Ordinance associated with this drawing printed on
pages 51880 through 51881 of this Journal.



"A"

N. KOSTNER AV. OPENED 66 FT. WIDE FROM ELSTON AV.
(TELEGRAPH ROAD) TO BRYN MAWR AV. BY HIGHWAY
COMMISSIONERS OF TOWN OF JEFFERSON
REC. DEC. 10.1861

"B"

ANTE-FIRE

ST. LUCAS CEMETERY BEING S. 1/2 OF N.E. 1/4 OF
SEC. 10-40-13 EXCEPTING THEREFROM E. 208.71 FT. OF
208.71 FT. S. AND ADJ. N. 758 FT. & W. 40 RDS. OF
S. 40 RDS. THEREOF.

"C"

VACATED BY ORDINANCE PASSED JULY 24, 1991

REC. OCT. 22, 1991

DOC. # 91-551318

"D"

SAUGANASH BUSINESS PARK SUBDIVISION; THAT PART
OF THE N.1/2 OF THE N.E.1/4 SEC. 10-40-13

"E"

VACATED BY ORDINANCE PASSED MAR. 9, 1995

REC. MAR. 28, 1995

DOC. # 95208518

"F"

River's Edge Subdivision, being part of Sec. 10-40-13.

File No. 10-39-96-2034

VACATION OF PORTION OF SOUTH UNIVERSITY
AVENUE BETWEEN EAST 60TH STREET
AND EAST 61ST STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance vacating the west 16 feet of South University Avenue, lying south of a line 221 feet south of the south line of East 60th Street and north of a line 281 feet south of the south line of East 60th Street. This ordinance was referred to the committee on September 8, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of the public street described in the following ordinance; now, therefore,

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

SECTION 1. All that part of South University Avenue lying east of the east line of Lots 8 and 9, lying west of a line 16.0 feet east of and parallel with the east line of Lots 8 and 9, lying south of a line 221.0 feet south of and parallel with the easterly extension of the north line of Lot 7, (as measured along the east line of Lots 7, 8 and the east line of the vacated east/west 20 foot alley) and lying north of a line 281.0 feet south of and parallel with said easterly extension of the north line of Lot 7 (as measured along the east line of Lots 7, 8, 9 and the east line of the vacated east/west 20 foot alley) all in Block 2 in Clark, Martin and Layton's Subdivision of the south half of the north half of the southwest quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, said part of public street herein vacated being further described as the west 16.0 feet of South University Avenue, lying south of a line 221.0 feet, more or less, south of the south line of East 60th Street and north of a line 281.0 feet, more or less, south of the south line of East 60th Street aforesaid 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 Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit cables and associated equipment for the transmission and distribution of electric energy under, over, and along that part of public street as herein vacated with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred twenty (120) days after the passage for this ordinance, the University of Chicago shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated the sum of One Thousand Eight Hundred and no/100 Dollars (\$1,800.00) 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, University of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified

copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. 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 page 51886 of this Journal.]

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED
BY NORTH ASHLAND AVENUE, WEST HUBBARD STREET,
NORTH ARMOUR STREET AND WEST KINZIE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance vacating the 18 foot east/west public alley in the block bounded by North Ashland Avenue, West Hubbard Street, North Armour Street and West Kinzie Street. This ordinance was referred to the committee on September 8, 1997.

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 51887)

Ordinance associated with this drawing printed on pages
51884 through 51885 of this Journal.

"A"

(Clark, Martin and Layton's) Sub. of the S. 1/2 of the N. 1/2 of the S.W. 1/4 of Sec. 14-38-14.

"B"

Sub. of the S. 46 ft. of Lot 18 and the N. 4 ft. of Lot 17 in Blk. 1 in (Clark, Martin and Layton's) Sub. etc. (See "A").

"C"

Sub. of the N. 4 ft. of Lot 18 and all of Lot 19 in Blk. 1 in (Clark, Martin and Layton's) Sub. etc. (See "A").

"D"

Alleys Vacated by Ordinance Approved June 11, 1917. For Religious or Educational purposes only.
Rec. July 2, 1917.

"E"

Doc. No. 6144706

Alleys Vacated by Ordinance Approved March 25, 1970.
Rec. April 20, 1970

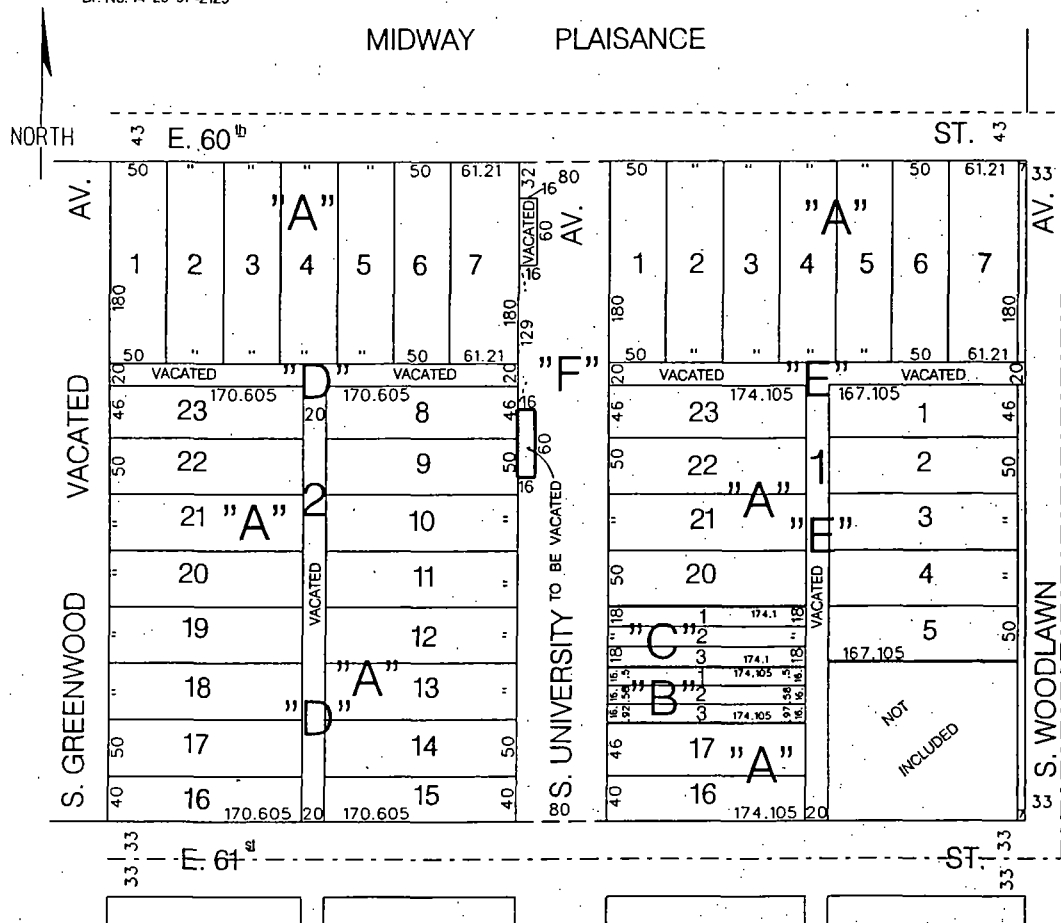
"F"

Doc. No. 21138783

Closed To Vehicular Traffic by Ordinance Approved May 28, 1975.
Rec. Jan 6, 1976

Doc. No. 23345528

Dr. No. 14-20-97-2125



(Continued from page 51885)

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 441 to 459 North Ashland Avenue and 440 to 458 North Armour Street are owned by Adjustable Clamp Company; and

WHEREAS, The Adjustable Clamp Company employs three hundred (300) individuals in the manufacturing, warehousing and shipping of hand tools; and

WHEREAS, The Adjustable Clamp Company proposes to use the portion of the alley to be vacated herein for the construction and expansion of their plant, indoor truck loading, and other such uses which are reasonably necessary therefore; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of 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 18 foot public alley lying north of the north line of Lots 18 to 32, both inclusive, lying south of the south line of Lots 17 and 33, and lying south of the south line of the vacated north/south 21 foot public alley vacated by ordinance passed by the City Council of the City of Chicago, July 2, 1923 and recorded July 30, 1923 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 8044293 being described as a line drawn from the southeast corner of Lot 17 to the southwest corner of Lot 3, lying west of a line drawn from the northeast corner of Lot 32 to the southeast corner of Lot 33 all in W. Waller's Subdivision of Block 16 of Bickerdike's Addition to Chicago being the west half of the northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, lying east of the east line of North Ashland Avenue as widened by ordinance for opening and widening North Ashland Avenue between Irving Park Road and West Lake Street approved by the City Council of the City of Chicago, January 19, 1921, Order of Possession by the Circuit Court of Cook County, Illinois, February 9, 1945 Docket Number B-71144 being described in said Order of Possession as a "line 50 feet east of and parallel with the west line of said Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, said public alley herein vacated being further described as the 18 foot east/west public alley in the block bounded by North Ashland Avenue, as widened, West Hubbard Avenue, North Armour Street and West Kinzie 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 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 Commissioner of Transportation 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 ways 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 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 Adjustable Clamp Company shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the public alley hereby vacated, similar to the sidewalk and curb on the east side of North Ashland Avenue and on the west side of North Armour Street between West Grand Avenue and West Hubbard Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Adjustable Clamp Company shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive covenant complying with Section 2 of this ordinance, approved by the Corporation Counsel, and 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 and legal description referred to in this ordinance
printed on page 51890 of this Journal.]

Ordinance associated with this drawing printed on pages
51888 through 51889 of this Journal.

"A"

W. Waller's Sub. of Blk 16, of Bickerdike's Add. to Chicago,
being the W. 1/2, N.W. 1/4 of Sec. 8-39-14.

"B"

Vacated by Ordinance Approved July 2, 1923.

Rec. July 30, 1923

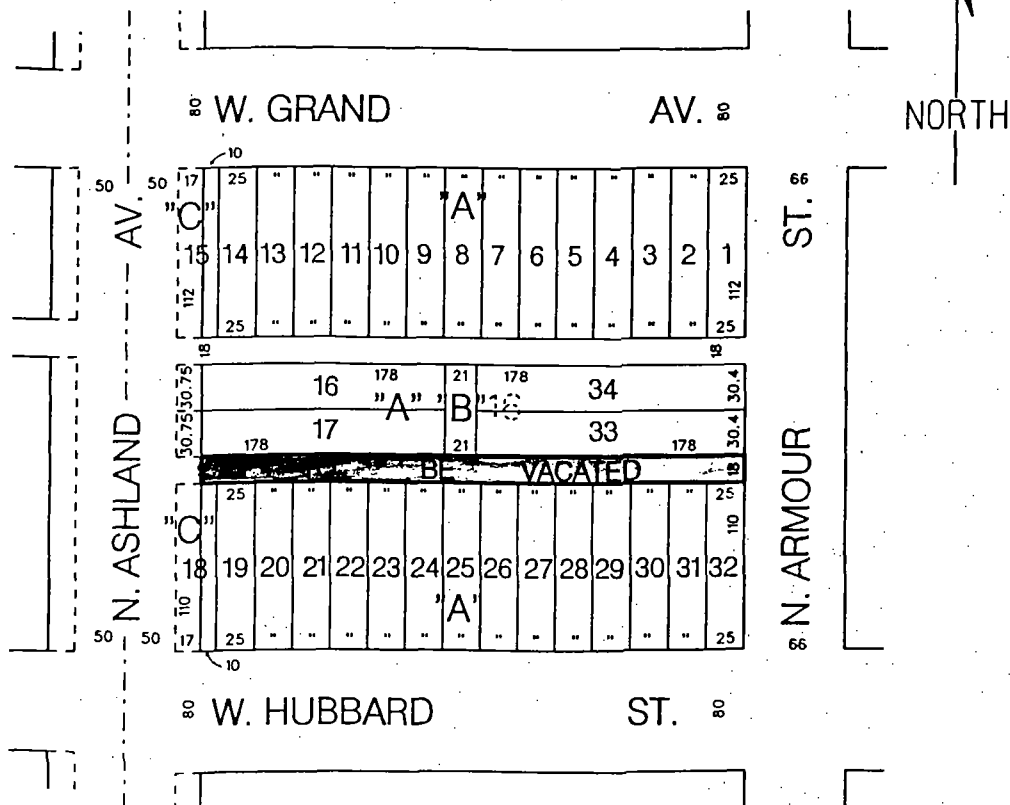
Doc. No. 8044293

"C"

Ordinance for Opening and Widening N. Ashland Av. be-
tween Irving Park Bv. and W. Lake St. Approved Jan. 19,
1921. Order of Possession Feb. 9, 1945, Circuit Court General
Number B-71144.

Dr. No. 8-27-97-2114

Note: This Alley is being Vacated
under THE INDUSTRIAL STREETS
AND ALLEY VACATION PROGRAM.



VACATION OF PUBLIC ALLEYS BOUNDED BY NORTH
KOLMAR AVENUE, WEST IRVING PARK ROAD,
WEST BERTEAU AVENUE AND UNION
PACIFIC RAILROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance vacating the east/west 16 foot public alley and providing for the vacation of the north/south 8 foot public alley being the south 100 feet thereof lying north of and adjoining the north line of the east/west 16 foot public alley to be vacated herein in the area bounded by North Kolmar Avenue, West Irving Park Road, the west extension of the north line of West Berteau Avenue and the east right-of-way line of the Union Pacific Railroad. This ordinance was referred to the committee on June 25, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of the public alley and part of the public alley described in the following ordinance; now, therefore,

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

SECTION 1. All of the east/west 16 foot alley to be opened for use as a public alley by ordinance approved by the City Council of the City of Chicago, August 6, 1953 and the plat of dedication recorded October 6, 1953 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 15738287 and being described on the above recorded plat of dedication as "The north 16 feet of Lot 39 in Crandall's Boulevard Addition to Montrose being a subdivision of the west half of the southeast quarter of the southwest quarter of Section 15, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois",

Also

that part of the north/south 8 foot public alley lying west of the west line of Lots 35 to 39, both inclusive, in Crandall's Boulevard Addition aforesaid, lying east of the east right-of-way line of the Union Pacific Railroad (formerly the Chicago and Northwestern Railroad), lying south of the westerly extension of the north line of Lot 35, and lying north of the north line of the north/south 8 foot alley vacated by ordinance approved by the City Council of the City of Chicago on August 6, 1953 and recorded October 6, 1953 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 15738288 and being described in the last cited recorded ordinance as "the south line of the north 16 feet of said Lot 39 produced west 8 feet", in Crandall's Boulevard Addition aforesaid, public alley and part of public alley herein vacated, being further described as the vacation of the east/west 16 foot public alley and providing for the vacation of the north/south 8 foot public alley being the south 100.0 feet, more or less, thereof lying north of and adjoining the north line of the east/west 16 foot public alley to be vacated herein in the area bounded by North Kolmar Avenue, West Irving Park Road, the westerly extension of the north line of West Berteau Avenue and the east right-of-way line of the Union Pacific Railroad (formerly the Chicago and Northwestern Railroad) 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 Commonwealth Edison Company, Ameritech Illinois, Metro Fiber Systems of Chicago and Prime Cable of Chicago, Inc., their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic, telecommunications and associated services under, over and along the public alley and part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust Number 069337-09 and the Chicago City Bank and Trust Company, as Trustee, Trust Number 10740 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 Thirty-three Thousand Two Hundred and no/100 Dollars (\$33,200.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. The vacation herein provided for are made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust Number 069337-09 and the Chicago City Bank and Trust Company, as Trustee, Trust Number 10740 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 and legal description referred to in this ordinance
printed on page 51894 of this Journal.]

VACATION AND DEDICATION OF PORTION OF NORTH KILDARE
AVENUE BOUNDED BY WEST BRYN MAWR AVENUE,
NORTH KOSTNER AVENUE AND SAUGANASH
BUSINESS PARK SUBDIVISION.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for a vacation and a dedication of portions of North Kildare Avenue within an area bounded by West Bryn Mawr Avenue, North Kostner Avenue and the Sauganash Business Park Subdivision. This ordinance was referred to the committee on September 8, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 street described in the following ordinance; now, therefore,

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

SECTION 1. All that part of North Kildare Avenue as dedicated in Sauganash Business Park being a subdivision of that part of the north half of the northeast quarter of Section 10, Township 40 North, Range 13, East of the Third Principal Meridian, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, October 23, 1991 as Document Number 91554617 described as follows: beginning at the intersection of the south line of West Bryn Mawr Avenue and the west line of North Kildare Avenue aforesaid, the south line of West Bryn Mawr Avenue, also being the north line of Section 10 aforesaid; thence north 90 degrees, 00 minutes, 00 seconds east along the south line of West Bryn Mawr Avenue and the north line of Section 10 aforesaid, 66.00 feet to the east line of North Kildare Avenue aforesaid; thence south 00 degrees, 00 minutes, 00 seconds east along said east line of North Kildare Avenue aforesaid, 115.29 feet to an easterly/westerly line of North Kildare Avenue aforesaid; thence easterly along said easterly/westerly line of North Kildare Avenue aforesaid being a curve convex northerly having a radius of 1,090 feet for an arc distance of 17.10 feet said curve having a chord length of 17.10 feet bearing north 83 degrees, 44 minutes, 26 seconds east to the most easterly line of North Kildare Avenue aforesaid; thence south 00 degrees, 00 minutes, 00 seconds east along said east line of North Kildare Avenue, 275.83 feet to a point on the easterly line of North Kildare Avenue aforesaid; thence southwesterly along the easterly line of North Kildare Avenue aforesaid, being a curve convex to the northwest having a radius of 560.0 feet for an arc distance of 131.13 feet, said curve having a chord length of 130.83 feet bearing south 25 degrees, 17 minutes, 30 seconds west to a northeast corner of Lot 1 in Sauganash Business Park aforesaid; thence north 67 degrees, 36 minutes, 03 seconds west along the most northerly line of said Lot 1 and an east/west line of North Kildare Avenue aforesaid 3.46 feet to a northwesterly line of said Lot 1 and the southeasterly line of North Kildare Avenue aforesaid; thence southwesterly along the southeasterly line of North Kildare Avenue and a northwesterly line of said Lot 1 being a curve convex southeasterly having a radius of 558.0 feet for an arc distance 132.10 feet said curve having a chord length of 131.79 feet bearing south 29 degrees, 10 minutes, 52 seconds west to a point of tangency; thence south 35 degrees, 57 minutes, 47 seconds west along the southeasterly line of North Kildare Avenue and the northwesterly line of Lots 1 and 2 in Sauganash Business Park aforesaid 334.24 feet; thence southerly, westerly and northeasterly in a clockwise direction along a curve having a radius of 60.0 feet for an arc distance of 307.10 feet said curved line being identical with North Kildare Avenue and the lot lines of Lots 2, 3, 4, 5 and 6 in Sauganash Business Park aforesaid, said curve

having a chord length of 66.0 feet bearing north 54 degrees, 02 minutes, 13 seconds west to a common corner of Lots 6 and 7 in Sauganash Business Park aforesaid; thence north 35 degrees, 57 minutes, 47 seconds east along the northwesterly line of North Kildare Avenue and the southeasterly line of Lots 7 and 8 in Sauganash Business Park aforesaid; 334.24 feet to a point of curvature; thence northeasterly along the northwesterly line of North Kildare Avenue and the southeasterly line of Lots 8, 9 and 10 in Sauganash Business Park aforesaid being a curve convex to the southeast having a radius of 492.0 feet for an arc distance of 308.81 feet, said curve having a chord length of 303.77 feet bearing north 17 degrees, 58 minutes, 53 seconds east to a point of tangency; thence north 00 degrees, 00 minutes, 00 seconds east along the west line of North Kildare Avenue and east line of Lot 10 in Sauganash Business Park aforesaid 293.60 feet to the place of beginning, in Cook County, Illinois, said part of public street herein vacated being further described as all that part of North Kildare Avenue lying south of the south line of West Bryn Mawr Avenue as dedicated in Sauganash Business Park Subdivision in the west half of the northeast quarter of Section 10, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached and designated as Exhibit "A", 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 Bryn Mawr & Kostner, L.L.C. shall dedicate or cause to be dedicated to the public and open up for public use as a public way, North Kildare Avenue running south, southwesterly and west from the south line of West Bryn Mawr Avenue, as shaded and indicated by the words "Hereby Dedicated" on the plat of Sauganash Woods Phase 1, attached hereto and designated as Exhibit "B", said plat of Sauganash Woods Phase 1 being described as: that part of the north half of the northeast quarter of Section 10, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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, Bryn Mawr & Kostner, L.L.C. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public street hereby vacated, the sum of Zero and no/100 Dollars (\$0.00), 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, Bryn Mawr & Kostner, L.L.C. 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, and a plat duly executed and acknowledged

by the appropriate owner, providing for the dedication of the property described in Section 2 hereof.

SECTION 5. The Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Sauganash Woods Phase 1, a subdivision as described in Section 2 of this ordinance, when the necessary certificates are shown on said plat.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing and legal dscription referred to in this ordinance
printed on pages 15899 through 51900
of this Journal.]

AMENDMENT TO ORDINANCE WHICH VACATED
PORTIONS OF PUBLIC ALLEYS IN AREA
BOUNDED BY WEST FULLERTON
AVENUE, NORTH BRANCH OF
CHICAGO RIVER AND NORTH
WOOD STREET FOR
FULLERTON PLAZA
L.L.C.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance originally passed by the City Council on February 26, 1997, pages 40323 -- 40325 of the Council Journal of Proceedings which vacates a number of alleys in the area bounded by West Fullerton Avenue, the North Branch of the Chicago River and North Wood Street for Fullerton Plaza L.L.C.. Said amendment inserts page three of the ordinance which was inadvertently omitted from the record. This ordinance was referred to the committee on September 8, 1997.

Continued on page 51901)

Ordinance associated with this drawing printed on pages
51896 through 51898 of this Journal.

"A"

N. KOSTNER AV. OPENED 66 FT. WIDE FROM ELSTON AV.
(TELEGRAPH ROAD) TO BRYN MAWR AV. BY HIGHWAY
COMMISSIONERS OF TOWN OF JEFFERSON
REC. DEC. 18, 1861

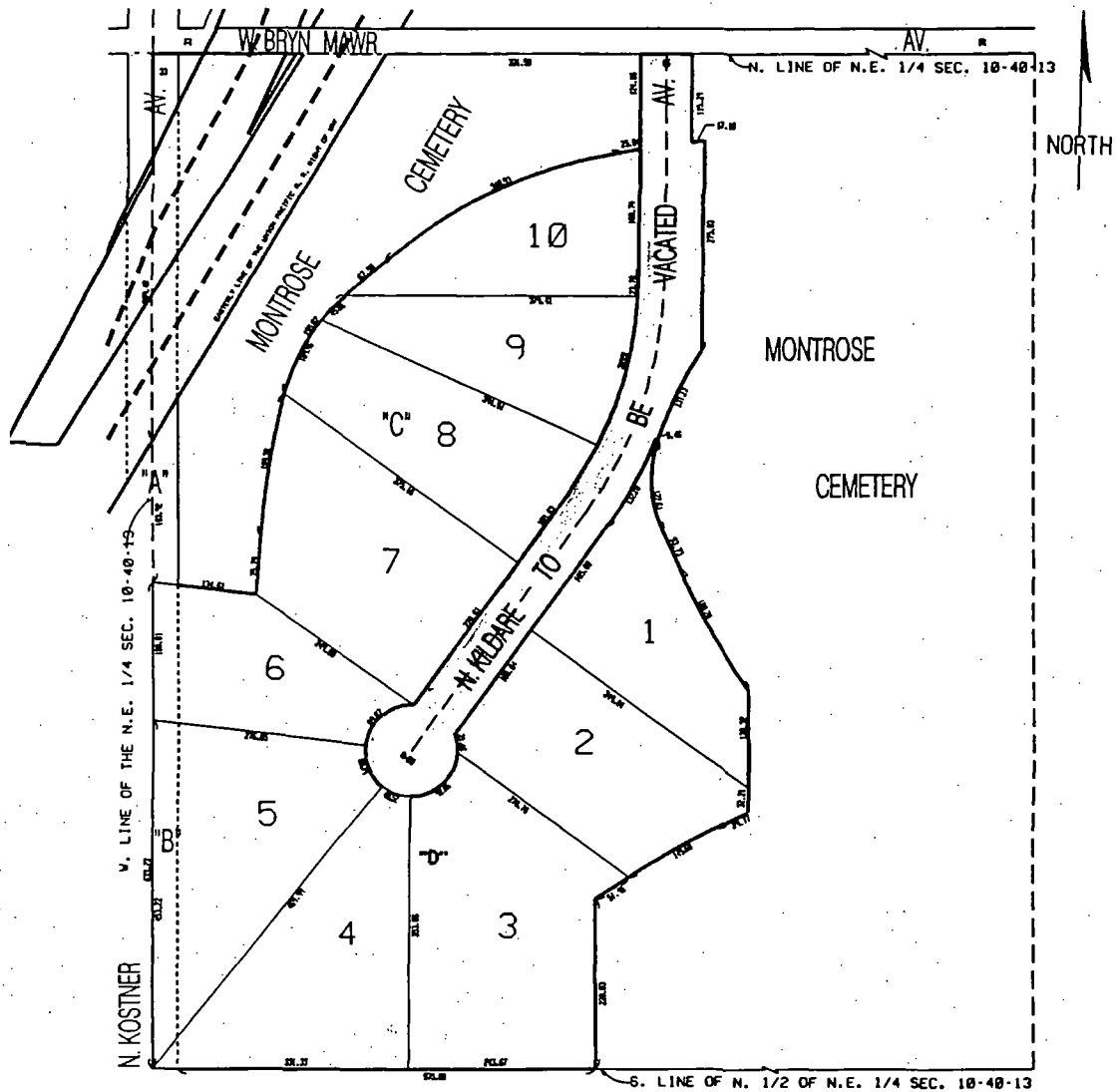
"B"

VACATED BY ORDINANCE PASSED JULY 24, 1991
REC. OCT. 22, 1991 (90-1598) DOC. 91-551318

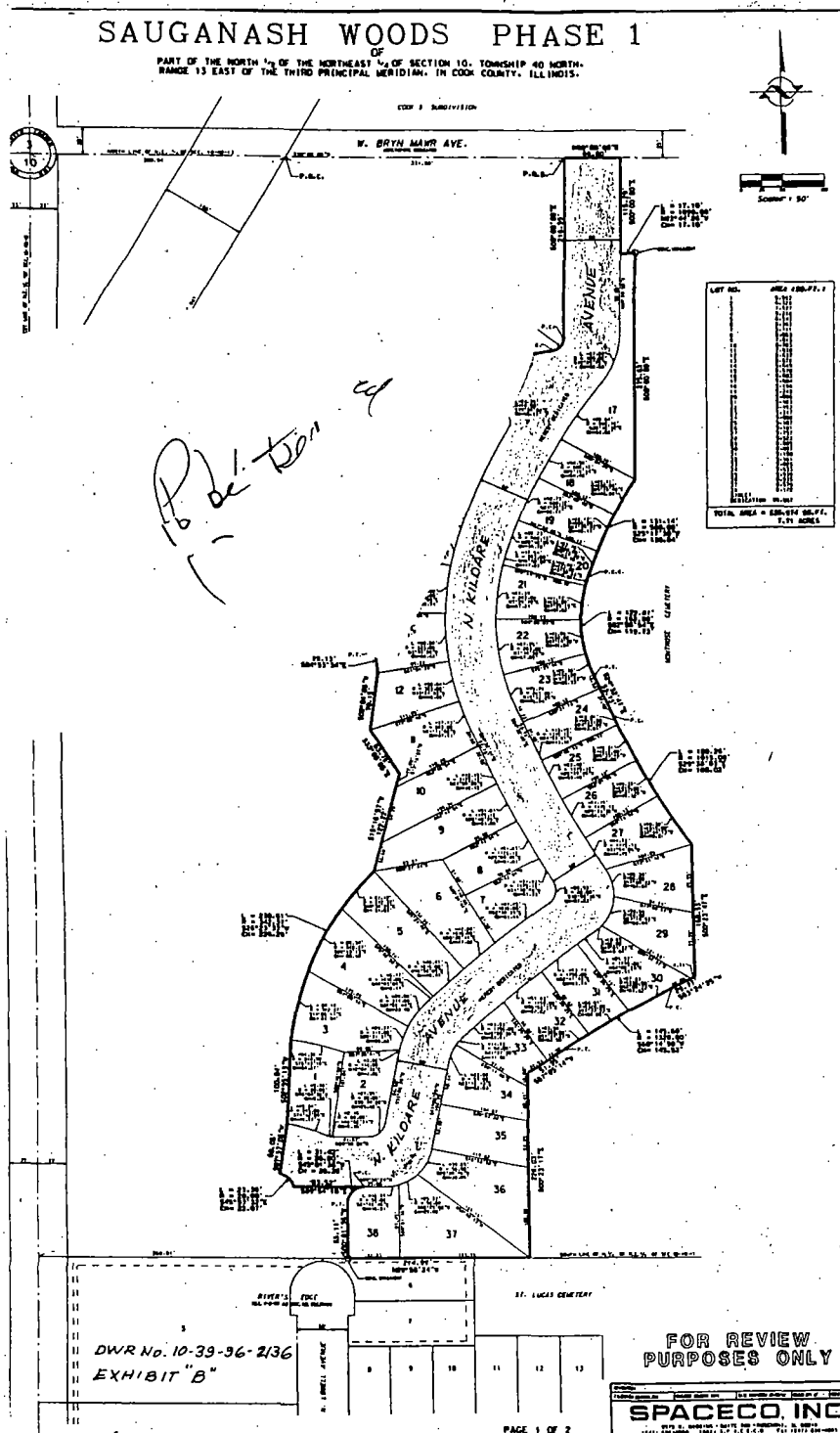
"C"

SAUGANASH BUSINESS PARK SUBDIVISION; THAT PART
OF THE N. 1/2 OF THE N.E. 1/4 SEC. 18-48-13
REC. OCT. 23, 1991 (90-1527) DOC. 91-554617

DR. NO. 18-39-97-2136



Ordinance associated with this drawing printed on pages
51896 through 51898 of this Journal.



(Continued from page 51898)

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 1 of the ordinance approved by the City Council on February 26, 1997, and appearing in the Journal of Proceedings for such date on pages 40323 through 40325, inclusive, is hereby amended, by inserting in Section 1 of the subject ordinance, immediately following the words "the easterly line of the right of way of the Chicago, Milwaukee and St. Paul Railroad, Deering Division," the language that is set forth in Exhibit A which is attached to and incorporated in this ordinance.

SECTION 2. This ordinance shall be in effect upon its passage and approval in accordance with law.

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

Exhibit "A".

all in Block 3 in Fullerton's Third Addition to Chicago aforesaid,

Also

all of the north/south 20 foot public alley lying west of the west line of Lot 1, lying east of a line 20 feet west of and parallel with the west line of Lot 1, lying south of the westerly extension of the north line of Lot 1 and lying north of the westerly extension of the south line of Lot 1, all in Block 3 in Fullerton's Third Addition to Chicago aforesaid; said public alleys and part of public alleys herein vacated, being further described as the north/south 20 foot public alley together with all of the remaining east/west and westerly/easterly 16 foot public alleys in the area bounded by West Fullerton Avenue, the North Branch of the Chicago River, North Wood Street, and North Wood Street extended south, also the northwesterly/southeasterly 25 foot public alley in the area bounded by West Fullerton Avenue, vacated Chester Street, North Wood Street, and the right of way of the Union Pacific Railroad (formerly the Chicago and Northwestern Railroad) 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 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 electrical energy and telephonic and associated services under, over and along

APPROVAL FOR CONSTRUCTION OF CHICAGO TRANSIT
AUTHORITY BUS PASSENGER SHELTERS AT
SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* sundry ordinances authorizing and directing the Chicago Transit Authority to erect bus passenger shelters at various locations. These ordinances were referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

West Granville Avenue At North Sheridan Road.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, The Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of a bus passenger shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
West Granville Avenue		North Sheridan Road	Northbound	49

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Transportation for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Transportation, for work necessary to install and maintain the bus passenger shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Transportation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

South Halsted Street At West 114th Street.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, The Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of a bus passenger shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
South Halsted Street		West 114th Street	Northbound	34

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Transportation for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Transportation, for work necessary to install and maintain the bus passenger shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Transportation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

South Kedzie Avenue At West 31st Street.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, The Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of a bus passenger shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
South Kedzie Avenue		West 31st Street	Northbound	12

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Transportation for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Transportation, for work necessary to install and maintain the bus passenger shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Transportation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

North Kedzie Avenue At 6833 And 6933.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, The Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of bus passenger shelters at the following locations within the public right-of-way of the City of Chicago are hereby approved:

Street	At	Intersection	Direction	Ward
North Kedzie Avenue		6833 North Kedzie Avenue (west side)	Southbound	50
North Kedzie Avenue		6933 North Kedzie Avenue (west side)	Southbound	50

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Transportation for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Transportation, for work necessary to install and maintain the bus passenger shelters.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus passenger shelters.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus passenger shelters.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Transportation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

West Madison Street At South Hamlin Avenue.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, The Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of a bus passenger shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
West Madison Street		South Hamlin Avenue	Eastbound	28

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Transportation for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Transportation, for work necessary to install and maintain the bus passenger shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Transportation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

*South Wentworth Avenue At West 63rd Street And
South State Street At East Garfield Boulevard.*

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, The Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of bus passenger shelters at the following locations within the public right-of-way of the City of Chicago are hereby approved:

Street	At	Intersection	Direction	Ward
South Wentworth Avenue		West 63rd Street	Northbound	20
South State Street		East Garfield Boulevard	Southbound	20

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Transportation for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Transportation, for work necessary to install and maintain the bus passenger shelters.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus passenger shelters.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus passenger shelters.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Transportation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

South Western Avenue At West 53rd Street.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, The Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of a bus passenger shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
South Western Avenue		West 53rd Street	Southbound	14

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Transportation for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Transportation, for work necessary to install and maintain the bus passenger shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Transportation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

West 35th Street At South Wolcott Avenue.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, The Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of a bus passenger shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
West 35th Street		South Wolcott Avenue	Eastbound	11

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Transportation for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Transportation, for work necessary to install and maintain the bus passenger shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Transportation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

East 111th Street At South Michigan Avenue.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, The Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of a bus passenger shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
East 111th Street		South Michigan Avenue	Eastbound	9

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Transportation for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Transportation, for work necessary to install and maintain the bus passenger shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Transportation.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

PERMISSION GRANTED TO CHICAGO TRANSIT AUTHORITY
FOR CONSTRUCTION OF BUS PASSENGER SHELTERS
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* sundry orders authorizing and directing the Chicago Transit Authority to erect bus passenger shelters at various locations. These orders were referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

*South Indiana Avenue Between East 14th Street
And East 16th Street.*

Ordered, That the Commissioner of the Department of Transportation is hereby authorized and directed to grant permission to the Chicago Transit Authority, for the construction of a bus passenger shelter for southbound buses on South Indiana Avenue (west side) at a point between East 14th Street and East 16th Street (said shelter to be maintained by the Chicago Transit Authority).

North Lake Shore Drive At East Division Street.

Ordered, That the Commissioner of the Department of Transportation is hereby authorized and directed to grant permission to the Chicago Transit Authority, for the construction of a bus passenger shelter for southbound buses at the northwest corner of North Lake Shore Drive at East Division Street (said shelter to be maintained by the Chicago Transit Authority).

AMENDMENT OF ORDINANCE WHICH ESTABLISHED
TAXICAB STAND NUMBER 151 ON PORTION OF
SOUTH WABASH AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance originally passed by the City Council on April 17, 1964, page 2520 of the Council Journal of Proceedings, establishing Taxicab Stand Number

151 on South Wabash Avenue in the 42nd Ward. Said ordinance was heretofore amended by the City Council reducing the number of vehicles from seven to four. Said amendment further reduces the number of vehicles from four to three. This ordinance was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance originally passed by the City Council on April 17, 1964, page 2520 of the Council Journal of Proceedings, establishing Taxicab Stand Number 151 on South Wabash Avenue and heretofore amended by the City Council reducing the number of cabs from seven to four, is hereby further amended by deleting the following:

"Stand Number 151	On South Wabash Avenue, along the west curb, between a line 86 feet south of West Monroe Street and a line 65 feet south of said point -- 4 vehicles."

and inserting in lieu thereof the following:

"Stand Number 151 On South Wabash Avenue, along the west
curb, from a point 20 feet south of West
Monroe Street to a point 60 feet south thereof
-- 3 vehicles."

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred July 30, 1997) authorizing and directing the Commissioner of Transportation to construct cul-de-sacs at various locations.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

North Bernard Street, North Of West Addison Street.

WHEREAS, The residents of the 3600 block of North Bernard Street, have requested that a cul-de-sac be constructed at the intersection of West Addison Street and North Bernard Street; now, therefore,

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

SECTION 1. The the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

On North Bernard Street, just north of West Addison Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

South Claremont Avenue At 6912 And 6913.

WHEREAS, The residents of the 6900 block of South Claremont Avenue have requested that a cul-de-sac be constructed at the south side of an alley at 6912 and 6913 South Claremont 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:

At 6912 and 6913 South Claremont Avenue, at south side of alley.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*South Lafayette Avenue, South Of West 115th Street And South
Lafayette Avenue, North Of West 116th Street.*

WHEREAS, The residents of the 11500 block of South Lafayette Avenue have requested that cul-de-sacs be constructed at the intersections of West 115th Street and South Lafayette Avenue, and West 116th Street and South Lafayette 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 cul-de-sacs at the following locations:

On South Lafayette Avenue, south of West 115th Street; and

On South Lafayette Avenue, north of West 116th Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*South Perry Avenue, South Of West 114th Place And South
Perry Avenue, North Of West 115th Street.*

WHEREAS, The residents of the 11400 block of South Perry Avenue have requested that cul-de-sacs be constructed at the intersections of West 115th Street and South Perry Avenue, and West 114th Place and South Perry 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 cul-de-sacs at the following locations:

On South Perry Avenue, south of West 114th Place; and

On South Perry Avenue, north of West 115th Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*South Princeton Avenue, South Of West 113th Street And South
Princeton Avenue, North Of West 114th Street.*

WHEREAS, The residents of the 11300 block of South Princeton Avenue have requested that cul-de-sacs be constructed at the intersections of West 113th Street and South Princeton Avenue, and West 114th Street and South Princeton 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 cul-de-sacs at the following locations:

On South Princeton Avenue, south of West 113th Street; and

On South Princeton Avenue, north of West 114th Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*West Wabansia Avenue Near Intersection
Of West Cicero Avenue.*

WHEREAS, The residents of the 4800 block of West Wabansia Avenue have requested that a cul-de-sac be constructed on West Wabansia Avenue, between West St. Paul Avenue and West Concord Place; 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 Wabansia Avenue near the intersection of West Cicero Avenue and West Wabansia Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

West 58th Street, At South Honore Street.

WHEREAS, The residents of the 5800 block of South Honore Street have requested that a cul-de-sac be constructed at the north side of West 58th Street at South Honore 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 the north side of West 58th Street, at South Honore Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*West 113th Street, North Of South Harvard Avenue And West
113th Street, West Of South Princeton Avenue.*

WHEREAS, The residents of the 300 block of West 113th Street have requested that cul-de-sacs be constructed at the intersections of West 113th Street and South Harvard Avenue, and West 113th Street and South Princeton 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 cul-de-sacs at the following locations:

On West 113th Street, north of South Harvard Avenue; and

On West 113th Street, west of South Princeton Avenue..

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC CIRCLE
ON WEST BARRY AVENUE AT NORTH
SPAULDING AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to construct a traffic circle on West Barry Avenue, at North Spaulding Avenue. This ordinance was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Transportation is hereby authorized and directed to construct a traffic circle at the following intersection:

West Barry Avenue, at North Spaulding Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR REMOVAL OF PAY TELEPHONES FROM
PUBLIC WAY AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith authorizing the removal of pay telephones from the public rights-of-way at specified locations. These orders were referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

1558 North Parkside Avenue.

Ordered, That a pay telephone located at 1558 North Parkside Avenue, Chicago, Illinois be removed from the public right-of-way.

3940 North Pulaski Road.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to cause the removal of a pay phone located at 3940 North Pulaski Road.

REMOVAL OF PAY TELEPHONES FROM PUBLIC WAY
AT SUNDRY LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith calling for vendors to remove pay telephones from the public rights-of-way located at sundry locations. These ordinances and orders were referred to the committee on July 30, 1997.

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 and orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 and order):

3848 West Lawrence Avenue.

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 the City of Chicago, enacted June 17, 1992, and amended October 5, 1994, the City Council may at anytime order the removal of outdoor public pay telephones operated under the concession agreement with the City of Chicago; therefore, we now order that Express Telephone Systems, Inc. remove the outdoor public pay telephones from the public way at 3848 West Lawrence Avenue within fourteen (14) days of passage of this ordinance. The City of Chicago will remove any concession telephone that is not removed within the fourteen (14) day period.

SECTION 2. This ordinance shall take effect upon its passage.

5600 South Western Avenue.

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 the City of Chicago, enacted June 17, 1992, and amended October 5, 1994, the City Council may at anytime order the removal of outdoor public pay telephones operated under the concession agreement with the City of Chicago; therefore, we now order that Dial-Com Systems, Inc. remove the outdoor public pay telephones from the public way at 5600 South Western Avenue within fourteen (14) days of passage of this ordinance. The City of Chicago will remove any concession telephone that is not removed within the fourteen (14) day period.

SECTION 2. This ordinance shall take effect upon its passage.

5601 South Western Avenue.

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 the City of Chicago, enacted June 17, 1992, and amended October 5, 1994, the City Council may at anytime order the removal of outdoor public pay telephones operated under the concession agreement with the City of Chicago; therefore, we now order that Illinois Payphone Systems Inc. remove the outdoor public pay telephones from the public way at 5601 South Western Avenue within fourteen (14) days of passage of this ordinance. The City of Chicago will remove any concession telephone that is not removed within the fourteen (14) day period.

SECTION 2. This ordinance shall take effect upon its passage.

2601 West 59th Street.

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 the City of Chicago, enacted June 17, 1992, and amended October 5, 1994, the City Council may at anytime order the removal of outdoor public pay telephones operated under the concession agreement with the City of Chicago; therefore, we now order that Phonco Communications remove the outdoor public pay telephones from the public way at 2601 West 59th Street within fourteen (14) days of passage of this ordinance. The City Chicago will remove any concession telephone that is not removed within the fourteen (14) day period.

SECTION 2. This ordinance shall take effect upon its passage.

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

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 July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

Barry Greenview L.L.C.

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

SECTION 1. Pursuant to Section 10-20-220 of the Municipal Code of the City of Chicago, the Director of Revenue is hereby authorized and directed to exempt Barry Greenview L.L.C. from the provisions prohibiting ingress and/or egress from the alley immediately to the north of the retail and residential building at 1454 -- 1456 West Barry Avenue and 3101 -- 3113 North Greenview Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Carnitas Don Rafa, Inc. Restaurant.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of the City of Chicago, the Director of Revenue is hereby authorized and directed to exempt Carnitas Don Rafa, Inc. Restaurant, 4619 South Kedzie Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4619 South Kedzie Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Sean Barry/Celtic Enterprises.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of the City of Chicago, the Director of Revenue is hereby authorized and directed to exempt Sean Barry/Celtic Enterprises, 1213 West Touhy Avenue, Park Ridge, Illinois, 60068, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 729 West Belmont Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Corus Bank.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt the Corus Bank, 3959 North Lincoln Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the single vehicle loading dock adjacent thereto.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*Courtway Commons Limited Partnership And/Or
Shorebank Development Corporation.*

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 Director of Revenue is hereby authorized and directed to exempt Courtway Commons Limited Partnership and/or Shorebank Development Corporation, 5100 West Harrison Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 5566 -- 5576 West Jackson Boulevard.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Juan Diaz.
(1318 -- 1324 North Western Avenue)

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 Director of Revenue is hereby authorized and directed to exempt Juan Diaz, the owners of 1318 -- 1324 North Western Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 1318 -- 1324 North Western Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Juan Diaz.
(1328 -- 1330 North Western Avenue)

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 Director of Revenue is hereby authorized and directed to exempt Juan Diaz, the owner of 1328 -- 1330 North Western Avenue, from the provision requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 1328 -- 1330 North Western Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

FirstStar Bank.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt FirstStar Bank, 5201 West Madison Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 5201 West Madison Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*First State Bank Of Palos Hills, As Trustee, Under
Trust Number 1-239.*

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 Director of Revenue is hereby authorized and directed to exempt First State Bank of Palos Hills, as Trustee under Trust Number 1-239 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 2052 -- 2056 West Armitage Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

GB Construction.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt GB Construction, 9650 South 52nd Avenue, Oak Lawn, Illinois 60453, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility for 1811 North Orleans Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Arthur Vallas/Harold's Lock And Key Service.

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 Director of Revenue is hereby authorized and directed to exempt Arthur Vallas, Harold's Lock and Key Service, 9966 South Commercial Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent hereto.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Leak & Son Funeral Home.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Leak & Son Funeral Home, 5744 West North Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility for 5738 West North Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Matthews Development.

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 Director of Revenue is hereby authorized and directed to exempt Matthews Development, 350 West Hubbard Street, Chicago, Illinois 60610, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility for 3310 North Kenmore Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Michuda Construction.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Michuda Construction, 11204 South Western Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility for 11204 South Western Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mirro Construction, Inc.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Mirro Construction, Inc., 520 North Elizabeth Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility for 520 North Elizabeth Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

The North Honore L.L.C.

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 Director of Revenue is hereby authorized and directed to exempt The North Honore L.L.C., 917 -- 919 North Honore Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility at 917 -- 919 North Honore Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Mr. Kevin O'Donoghue.

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

SECTION 1. Pursuant to the Municipal Code 10-20-210 (Prior Code Section 33-19.1), the Director of Revenue is hereby authorized and directed to exempt Kevin O'Donoghue, 4649 -- 4651 North Magnolia Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4649 -- 4651 North Magnolia Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Stanley Peters.

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 Director of Revenue is hereby authorized and directed to exempt Stanley Peters, 2036 Sunset Ridge, Glenview, from the provisions requiring barriers as a prerequisite to prohibit alley egress and/or ingress of parking facilities for 2804 -- 2806 -- 2808 North Wolcott Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Prairie Bank And Trust Company, As Trustee,
Under Trust Number 96-095.*

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 Director of Revenue is hereby authorized and directed to exempt Prairie Bank and Trust Company, as Trustee, under Number 96-095, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 118 West Fulton and 309 North May Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Prairie District Lofts Limited Partnership.

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 Director of Revenue is hereby authorized and directed to exempt Prairie District Lofts Limited Partnership from the provisions prohibiting ingress and/or egress from the alley immediately to the east of the building and parking lot located at 1727 South Indiana Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

RJ Group.

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 Director of Revenue is hereby authorized and directed to exempt the RJ Group, 710 West Oakdale Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 2800 -- 2812 North Seminary Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

St. Andrew's Court.

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 Revenue is hereby authorized and directed to exempt St. Andrew's Court, 50 North Hoyne Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 50 North Hoyne Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION
OF SOUTH ASHLAND AVENUE AS "REVEREND
DR. C. FERGUSON AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Ashland Avenue (both sides) from West Roosevelt Road to West Taylor Street, as "Reverend Dr. C. Ferguson Avenue". This ordinance was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 (3rd) day of December 1984, printed on page 11640 of the Journal of Proceedings of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take necessary action for the standardization of South Ashland Avenue, on both sides of the street, from West Roosevelt Road to West Taylor Street, as "Reverend Dr. C. Ferguson Avenue".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF
190 EAST WALTON PLACE AS
"WALLY FINDLAY WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate 190 East Walton Place as "Wally Findlay Way". This ordinance was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 (3rd) day of December 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take necessary action for the standardization of East Walton Place at 190 as "Wally Findlay Way".

SECTION 2. This ordinance shall take effect and be in full force and effect from and after passage and due publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF SOUTH PULASKI ROAD AS
"DR. BERNARD FRANKEL WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the west side of South Pulaski Road, from West 63rd Street north to the first alley thereof, as "Dr. Bernard Frankel Way". This ordinance was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of the west side of South Pulaski Road, from West 63rd Street north to the first alley thereof, as "Dr. Bernard Frankel Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF WEST DEVON AVENUE AS
"SHEIKH MUJIB WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the action necessary to honorarily designate West Devon Avenue, from North Ravenswood Avenue to North Damen Avenue, as "Sheikh Mujib Way". This ordinance was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 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 the West Devon Avenue, from North Ravenswood Avenue (1800 west) to North Damen Avenue (2000 west), as "Sheikh Mujib Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF NORTH FREMONT STREET AS
"JEAN PALORMO DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the action necessary to honorarily designate North Fremont Street, from West Webster Avenue to West Belden Avenue, as "Jean Palormo Drive". This ordinance was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas --Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 (3rd) of December, 1984 on page 1460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of North Fremont Street, between West Webster Avenue and West Belden Avenue, as "Jean Palormo Drive".

SECTION 2. This ordinance shall be in full force and effect from and after passage and due publication.

CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF SOUTH RACINE AVENUE AS
"RICHARD E. STAMZ STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Racine Avenue from 6000 south to 6099 south, as "Richard E. Stamz Street". This order was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorary designate South Racine Street, between 6000 south to 6099 south renaming the street to "Richard E. Stamz Street".

REPEAL OF ORDINANCE WHICH HONORARILY DESIGNATED
PORTION OF WEST JACKSON BOULEVARD AS
"LOU MITCHELL BOULEVARD".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 8, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance repealing an ordinance originally passed by the City Council on February 10, 1993, pages 28682 -- 28683 of the Council Journal of Proceedings authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Jackson Boulevard, from South Desplaines Street to South Jefferson Street, as "Lou Mitchell Boulevard". This ordinance was referred to the committee on July 30, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed on February 10, 1993, Council Journal of Proceedings, pages 28682 -- 28683, standardizing West Jackson Boulevard, from South Desplaines Street to South Jefferson Street, as "Lou Mitchell Boulevard" is hereby repealed.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

COMMITTEE ON ZONING.

APPOINTMENT OF MS. DORIS B. HOLLEB, MS. ALLISON S. DAVIS,
MS. NANCY A. PACHER AND MS. LINDA SEARL AS
MEMBERS OF CHICAGO PLAN COMMISSION.

The Committee on Zoning submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 4, 1997, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the reappointments of Doris B. Holleb, Allison S. Davis and Nancy A. Pacher and the appointment of Linda Searl as members of the Chicago Plan Commission.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their amended form. They are Application Numbers A-3754, A-3787, A-3724, 12051, 11756 and 12093.

Please let the record reflect that Alderman Burton Natarus has voted "no" on Application Number 12093 and that I, Alderman William J. P. Banks abstain from voting on Application Number 12082 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I, along with Alderman Ed Smith, moved that this report be deferred and published with the exception of twenty-three applications for which I request immediate passage because time is of the essence. They are Application Numbers MA-42, A-3753, A-3754, A-3751, A-3767, A-3801, A-3735, A-3737, A-3738, A-3745, A-3656, A-3724, 12155, 12162, 12144, 12146, 12145, 12161, 12164, 12101, 12051, 11756 and 12082.

Again, please note that I abstain from voting on Application Number 12082.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ms. Doris B. Holleb, Ms. Allison S. Davis and Ms. Nancy A. Pacher and the appointment of Ms. Linda Searl as members of the Chicago Plan Commission were *Approved* by yeas and nays as follows:

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

Nays -- None.

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

AMENDMENT OF CHICAGO ZONING ORDINANCE BY
RECLASSIFICATION OF AREA SHOWN ON
MAP NUMBER 10-L.
(Application Number 12082)

The Committee on Zoning submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 4, 1997, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the reappointments of Doris B. Holleb, Allison S. Davis and Nancy A. Pacher, and the appointment of Linda Searl as members of the Chicago Plan Commission.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their amended form. They are Application Numbers A-3754, A-3787, A-3724, 12051, 11756 and 12093.

Please let the record reflect that Alderman Burton Natarus has voted "no" on Application Number 12093 and that I, Alderman William J. P. Banks, abstain from voting on Application Number 12082 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of twenty-three applications for which I request immediate passage because time is of the essence. They are Application Numbers MA-42, A-3753, A-3754, A-3751, A-3767, A-3801, A-3735, A-3737, A-3738, A-3745, A-3656, A-3724, 12155, 12162, 12144, 12146, 12145, 12161, 12164, 12101, 12051, 11756 and 12082.

Again, please note that I abstain from voting on Application Number 12082.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Alderman Banks was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Said ordinance, as passed, reads as follows:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map Number 10-L in the area bounded by:

the alley next north of and parallel to West 47th Street; South Leamington Avenue; West 47th Street; and South Laramie 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.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY
RECLASSIFICATION OF AREA SHOWN ON
MAP NUMBER 16-J.
(Application Number 12144)

The Committee on Zoning submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 4, 1997, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the reappointments of Doris B. Holleb, Allison S. Davis and Nancy A. Pacher, and the appointment of Linda Searl as members of the Chicago Plan Commission.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their amended form. They are Application Numbers A-3754, A-3787, A-3724, 12051, 11756 and 12093.

Please let the record reflect that Alderman Burton Natarus has voted "no" on Application Number 12093 and that I, Alderman William J. P. Banks, abstain from voting on Application Number 12082 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of twenty-three applications for which I request immediate passage because time is of the essence. They are Application Numbers MA-42, A-3753, A-3754, A-3751, A-3767, A-3801, A-3735, A-3737, A-3738, A-3745, A-3656, A-3724, 12155, 12162, 12144, 12146, 12145, 12161, 12164, 12101, 12051, 11756 and 12082.

Again, please note that I abstain from voting on Application Number 12082.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Alderman Huels was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Said ordinance, as passed, reads as follows:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map Number 16-J in the area bounded by:

West 65th Street; a line 92.60 feet east of and parallel to South Pulaski Road; the public alley next south of and parallel to West 65th Street; the public alley next east of and parallel to South Pulaski Road; West 65th Place; and South Pulaski Road,

to those of a B5-1 General Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY
RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 4, 1997, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend reappointments of Doris B. Holleb, Allison S. Davis and Nancy A. Pacher and the appointment of Linda Searl as members of the Chicago Plan Commission.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their amended form. They are Application Numbers A-3754, A-3787, A-3724, 12051, 11756 and 12093.

Please let the record reflect that Alderman Burton Natarus has voted "no" on Application Number 12093 and that I, Alderman William J. P. Banks, abstain from voting on Application Number 12082 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I, along with Alderman Ed Smith, moved that this report be deferred and published with the exception of twenty-three applications for which I request immediate passage because time is of the essence. They are Application Numbers MA-42, A-3753, A-3754, A-3751, A-3767, A-3801, A-3735, A-3737, A-3738, A-3745, A-3656, A-3724, 12155, 12162, 12144, 12146, 12145, 12161, 12164, 12101, 12051, 11756 and 12082.

Again, please note that I abstain from voting on Application Number 12082.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were passed by yeas and nays as follows:

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

Nays -- None.

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

Said ordinances as passed, read as follows (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map Number 1-F.
(Application Number 12145)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-4 General Manufacturing District symbols and indications as shown on Map Number 1-F in the area bounded by:

a line 59.78 feet north of and parallel to West Grand Avenue; North Union Avenue; West Grand Avenue; and a line 52 feet west of and parallel to North Union Avenue,

to those of a C3-5 Commercial Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 2-K.
(Application Number A-3801)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map Number 2-K in the area bounded by:

a line 81 feet south of West Gladys Avenue; the alley next east of and parallel to South Cicero Avenue; a line 156 feet south West Galdys Avenue; and South Cicero 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 3-G.
(Application Number A-3753)*

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 Number 3-G in the area bounded by:

the alley next north of and parallel to West Cortez Street; a line 298 feet east of North Ashland Avenue; West Cortez Street; and a line 248 feet east of North Ashland Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 3-G.
(As Amended)
(Application Number A-3754)*

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 Number 3-G in the area bounded by:

West Haddon Avenue; a line 244 feet east of North Ashland Avenue; the alley next south of and parallel to West Haddon Avenue; and a line 220 feet east of North Ashland Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-H.
(Application Number 12155)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map Number 3-H in the area bounded by:

a line 100 feet north of West Division Street; a line 48 feet east of North Honore Street; West Division Street; and North Honore Street,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 4-I.
(As Amended)
(Application Number A-3724)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map Number 4-I in the area bounded by:

the alley next north of and parallel to West Cermak Road; a line 118.07 feet west of South Western Avenue; West Cermak Road; and a line 168.19 feet west of South Western Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-I.
(Application Number 12161)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map Number 5-I in the area bounded by:

the alley next south of and parallel to West Armitage Avenue; North Washtenaw Avenue; a line 229.52 feet south of the alley next south of and parallel to West Armitage Avenue; the alley next west of and parallel to North Washtenaw Avenue; a line 125.09 feet south of the alley next south of and parallel to West Armitage Avenue; and North Fairfield Avenue,

to those of an R6 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-H.
(As Amended)
(Application Number 11756)

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 Riveredge Commercial Planned Development Number 553 symbols and indications as shown on Map Number 6-H in the area bounded by:

the south dock line of the west fork of the south branch of the Chicago River; South Ashland Avenue; a line beginning at a point along the west line of South Ashland Avenue 1,175 feet south of the south dock line of the west fork of the south branch of the Chicago River and running south 88 degrees, 12 minutes, 53 seconds west, 956.03 feet to the point of curvature; thence southwesterly 349.59 feet along the arc of a circle convex to the northwest having a radius of 445.10 feet and whose chord bears south 65 degrees, 42 minutes, 51 seconds west to a point of tangency; thence south 43 degrees, 12 minutes, 49 seconds west, 77.88 feet to a point of curvature; thence southwesterly 203.38 feet along the

arc of a circle convex to the southeast having a radius of 534.80 feet and whose chord bears south 54 degrees, 22 minutes, 34 seconds west, 207.07 feet to a point on the east line of the parcel of land conveyed to the State of Illinois by deed dated October 25, 1928 and recorded November 15, 1928 as Document Number 10206804; and the Santa Fe Slip, or the centerline thereof if extended where no slip exists,

to those of an M3-3 Heavy Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map Number 6-H in the area bounded by:

the south dock line of the west fork of the south branch of the Chicago River; South Ashland Avenue; a line beginning at a point along the west line of South Ashland Avenue 1,175 feet south of the south dock line of the west fork of the south branch of the Chicago River and running south 88 degrees, 12 minutes, 53 seconds west, 956.03 feet to the point of curvature; thence southwesterly 349.59 feet along the arc of a circle convex to the northwest having a radius of 445.10 feet and whose chord bears south 65 degrees, 42 minutes, 51 seconds west to a point of tangency; thence south 43 degrees, 12 minutes, 49 seconds west, 77.88 feet to a point of curvature; thence southwesterly 203.38 feet along the arc of a circle convex to the southeast having a radius of 534.80 feet and whose chord bears south 54 degrees, 22 minutes, 34 seconds west, 207.07 feet to a point on the east line of the parcel of land conveyed to the State of Illinois by deed dated October 25, 1928 and recorded November 15, 1928 as Document Number 10206804; and the Santa Fe Slip, or the centerline thereof if extended where no slip exists,

to those of a Riveredge-Manufacturing Planned Development Number 553, as amended, which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 3. That the Chicago Zoning Ordinance be amended by changing all the Riveredge Commercial Planned Development Number 553 symbols and indications as shown on Map Number 6-H in the area bounded by:

a line beginning at a point along the west line of South Ashland Avenue 1,175 feet south of the south dock line of the west fork of the south branch of the Chicago River and running south 88 degrees, 12 minutes 53 seconds west, 956.03 feet to the point of curvature; thence southwesterly 349.59 feet along the arc of a circle convex to the northwest having a radius of 445.10 feet and whose chord bears south 65 degrees, 42 minutes, 51 seconds west to a point of tangency; thence south 43 degrees, 12 minutes, 49 seconds west, 77.88 feet to a point of

curvature; thence southwesterly 203.38 feet along the arc of a circle convex to the southeast having a radius of 534.80 feet and whose chord bears south 54 degrees, 22 minutes, 34 seconds west, 207.07 feet to a point on the east line of the parcel of land conveyed to the State of Illinois by deed dated October 25, 1928 and recorded November 15, 1928 as Document Number 10206804; South Ashland Avenue; a line known as Line A, intersecting the west line of South Ashland Avenue at a point 1,907.55 feet south of the south dock line of the west fork of the south branch of the Chicago River and extending 379.11 feet to the southwest at an angle of 111 degrees, 36 minutes, 23 seconds at its point of intersecting with the west line of South Ashland Avenue; a line intersecting Line A at a point 379.11 feet southwest of South Ashland Avenue, as measured along Line A, and extending 1,142.68 feet to the northwest at an angle of 155 degrees, 18 minutes, 00 seconds at its point of intersection with Line A; and the Santa Fe Slip or the centerline thereof if extended where no slip exists,

to those of a C4 Motor Freight Terminal District and a corresponding use district is hereby established in the area described above.

SECTION 4. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Riveredge-Manufacturing Planned Development Number 553,
As Amended.*

Plan Of Development Statements.

1. The area delineated herein as Riveredge-Manufacturing Planned Development Number 553, as amended (the "Planned Development") consists of approximately thirty-five (35) acres of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned by the City of Chicago which consented to the filing of the application for this Planned Development. The Property has been divided into two sub-areas: Sub-Area A consists of approximately five and four one-hundredths (5.04) acres along the northern edge of the Property; and Sub-Area B consists of approximately twenty-nine and sixty-eight one-hundredths (29.68) acres immediately south of Sub-Area A.
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 of any adjustment of right-of-way shall require a separate submittal and approval by the City Council.

- 3 The requirements, obligations and conditions contained within this Planned Development shall be binding upon the City of Chicago as to Sub-Area A and Chicago Sun-Times, Inc. as to Sub-Area B (collectively the "Applicant"), and on their successors and assigns with respect to each sub-area and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicants shall inure to the benefit of the Applicants' successors and assigns and, if different than the Applicants, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the property.
4. This Plan of Development consists of fourteen (14) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Sub-Area Map; an Existing Land-Use Map; a Site/Landscape Plan ("Site Plan") and Building Elevations ("Elevations") dated August 14, 1997 and prepared by McClier Corporation depicting the improvements proposed for Sub-Area B. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The following uses shall be permitted in this Planned Development subject to the terms and conditions of this Planned Development and any other applicable laws or regulations, including environmental laws and regulations:

Sub-Area A: Public park and riverwalk.

Sub-Area B: General manufacturing, assembly, storage or testing of goods or products within completely enclosed buildings, and in particular, printing, publishing, circulation, distribution and related uses (including parking), office uses, motor vehicle storage and maintenance facilities and accessory uses (including above-ground fuel storage tank).

6. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.
7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent (2%) of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.
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 Departments of Transportation and of Planning and Development.
9. Height restrictions on any building or any appurtenance attached thereto prescribed in this Planned Development, shall, in addition to the Bulk Regulations and Data Table, be subject to height limitations as certified and approved by the Federal Aviation Administration.
10. The improvements within Sub-Area B of 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 Plan and Elevations described in Statement 4 and the provisions of the Chicago Landscape Ordinance.
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 or redevelopment of any property included within Sub-Area A of this Planned Development, a site plan for the proposed development, including parking areas (the "Site Plan") shall be submitted to the Commissioner of the Department of Planning and Development for approval. Review and approval of the Site Plan by the Commissioner is intended to assure that specific development proposals conform with the terms of this Planned Development and any riveredge

policies or guidelines which may be adopted by the Chicago Plan Commission. No Part II approval for work for which a Site Plan must be submitted to the Commissioner shall be granted until the Site Plan has been approved by the Commissioner.

Following approval of a Site Plan by the Commissioner, the approved plan shall be kept on permanent file with the Department of Planning and Development and shall be deemed to be an integral part of this Planned Development.

After approval of a Site Plan by the Commissioner, the approved Site Plan may be changed or modified pursuant to the provisions of Statement 13.

In the event of an inconsistency between the approved Site Plan and the terms of the Statements and Bulk Regulations and Data Table of this Planned Development in effect at the time of approval of such plan or of modifications thereto, the terms of the Statements and Bulk Regulations and Data Table of the Planned Development shall govern.

A Site Plan shall, at a minimum, provide the following information with respect to the proposed improvements:

- (a) preliminary landscaping plan, with final landscaping plan to be approved at Part II stage;
- (b) all pedestrian circulation or bicycle routes;
- (c) preliminary cross-sections of the improvements; and
- (d) all setbacks, required and provided.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

13. The requirements of this Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of these statements by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
14. Unless substantial construction of the improvements contemplated for Sub-Area B, or those approved under Statement 11 as to Sub-Area A, 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 with respect to the sub-area for which the substantial construction of improvements has not commenced, 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, with respect to the relevant sub-area, upon the expiration of such shorter time period as provided by said amendatory ordinance (the first (1st) day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires as to any portion of the Property under the provision of this section, then the zoning of the Property for which the Planned Development has expired shall automatically revert to an M3-3 Heavy Manufacturing District.

[Existing Zoning Map; Existing Land-Use Map; Property Line
and Planned Development Boundary Map; Sub-Area B
Site Plan; Sub-Area Map; Building Elevation
Drawings; Vehicle Maintenance Elevations
and Sections Drawing; Landscape Plan;
and Plant List and Detail Drawings
referred to in these Plan of
Development Statements
printed on pages 51964
through 51972 of this
Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Riveredge-Manufacturing Planned Development Number 553,
As Amended.*

Plan Of Development

Bulk Regulations And Data Table.

Maximum Permitted Floor Area Ratio:

Sub-Area A:	0.0.
Sub-Area B:	0.5.
Overall:	0.5.

Minimum Number of Off-Street
Parking Spaces:

Sub-Area A:	0.
Sub-Area B:	500 (including employee and truck parking).

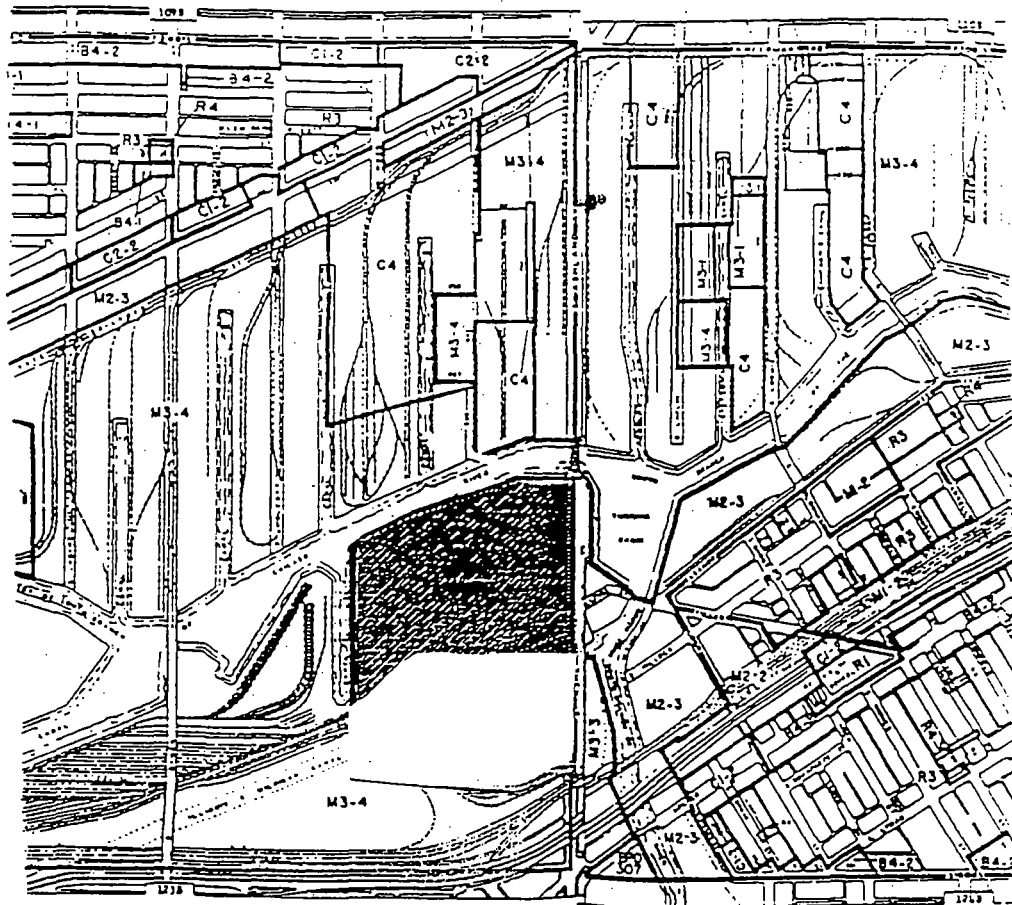
Minimum Number of Off-Street
Loading Berths:

Sub-Area A:	0.
Sub-Area B:	4.

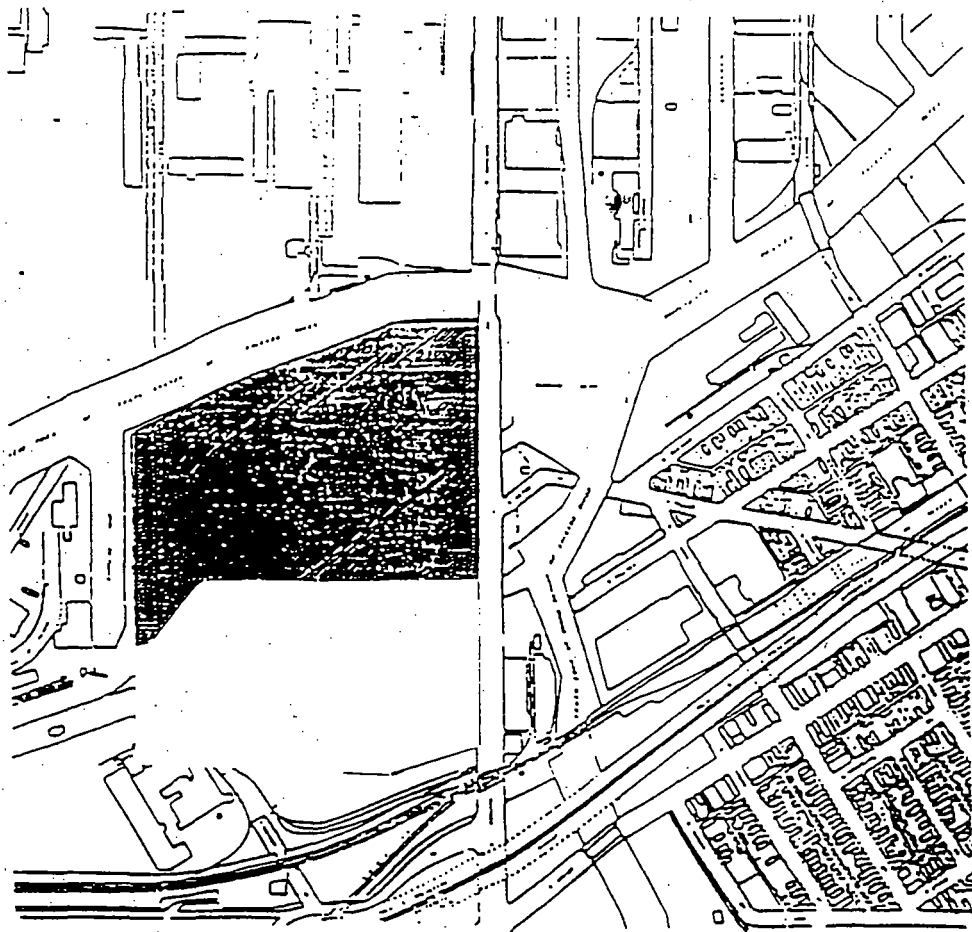
Maximum Building Height:

Sub-Area A:	Not applicable.
Sub-Area B:	As depicted on the Elevations.

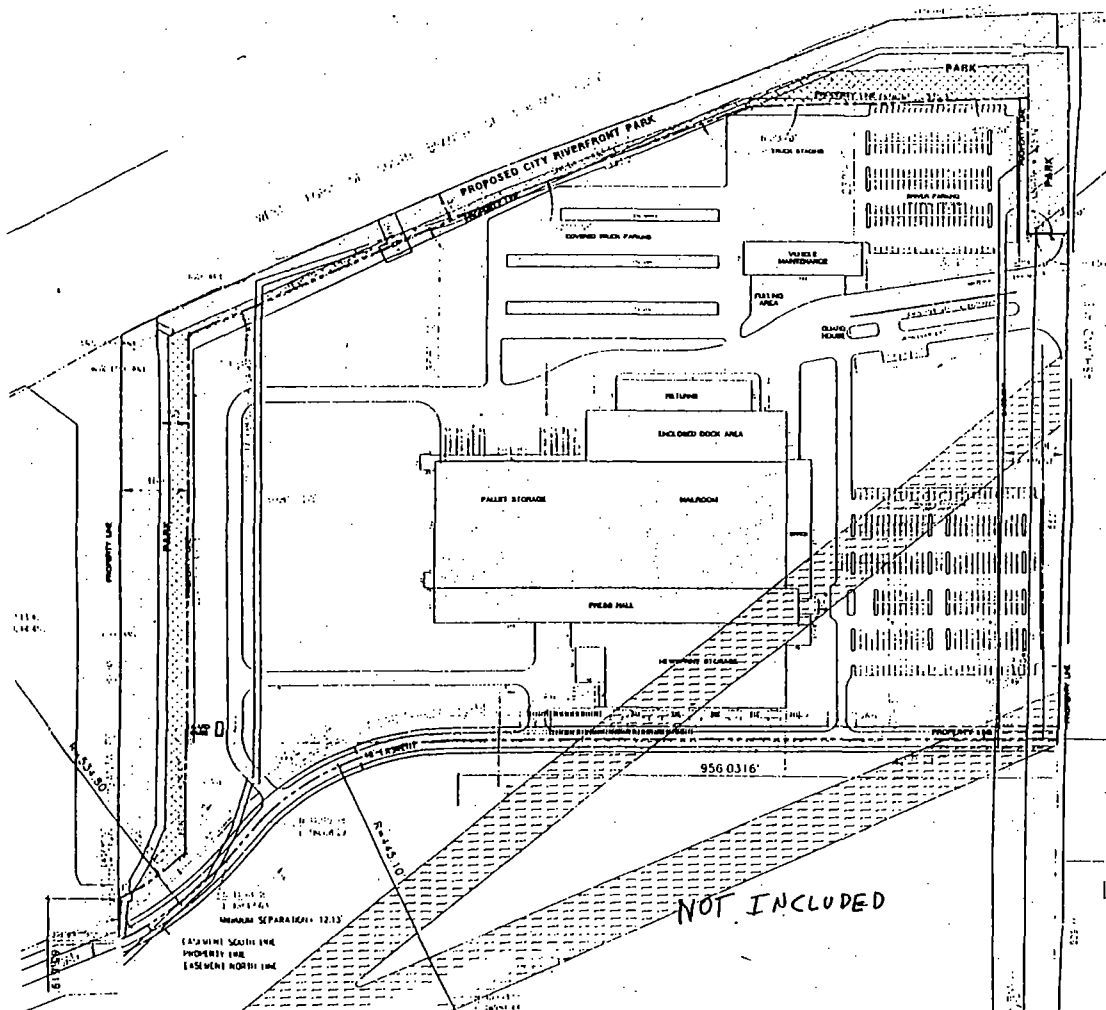
Existing Zoning Map.



Existing Land-Use Map.

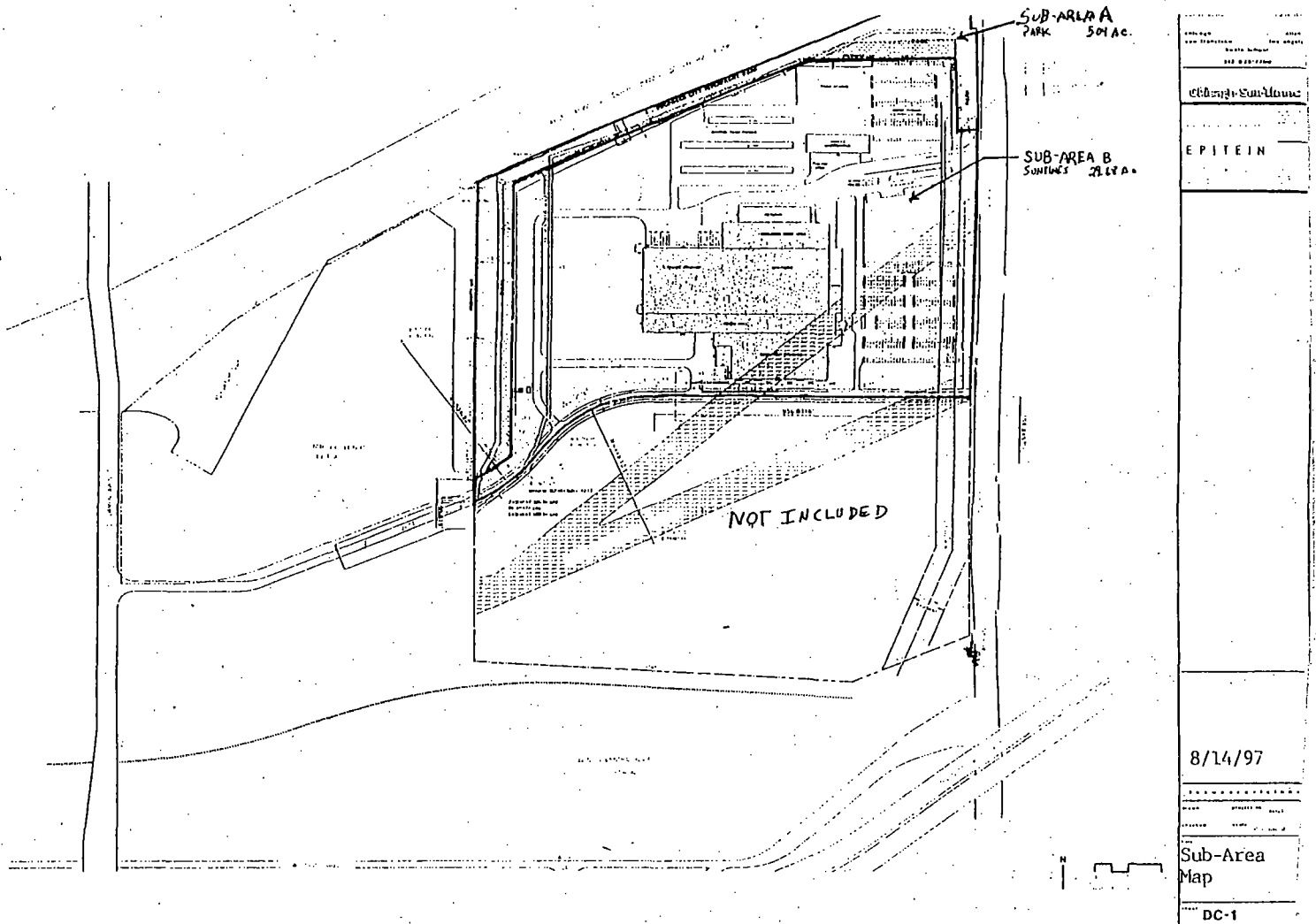


Sub-Area B Site Plan.

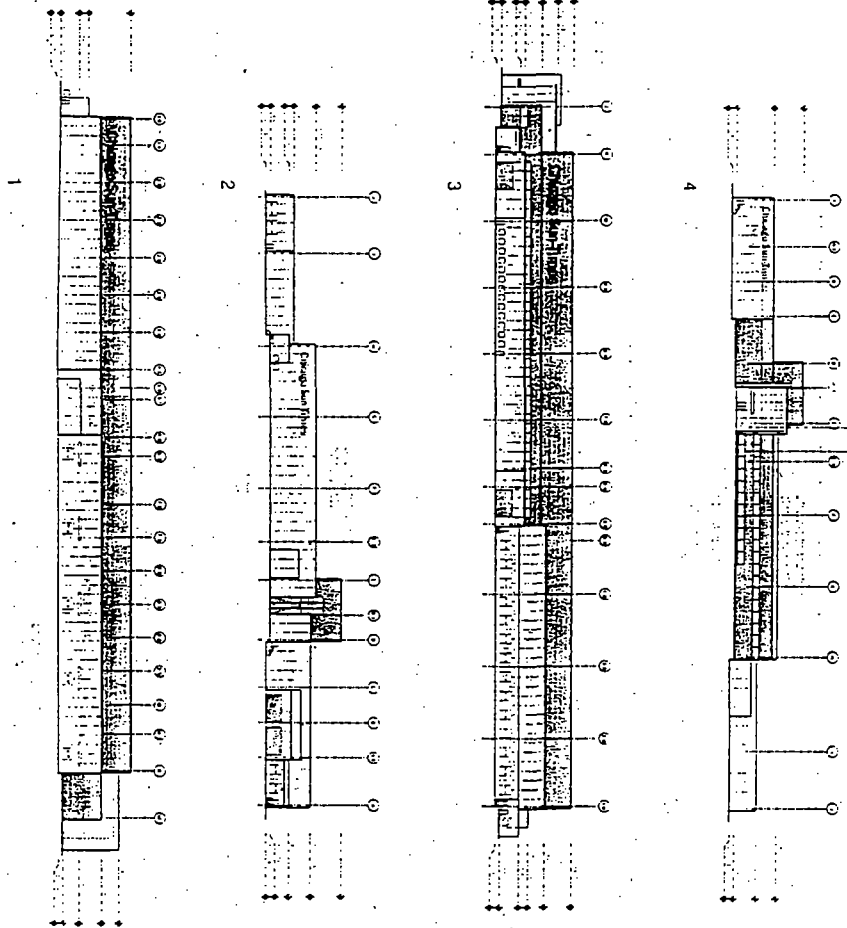
[illegible]

8/14/97
 SIN-THAMES
 SUD AREA B
 SITE PLANT
 DC-2

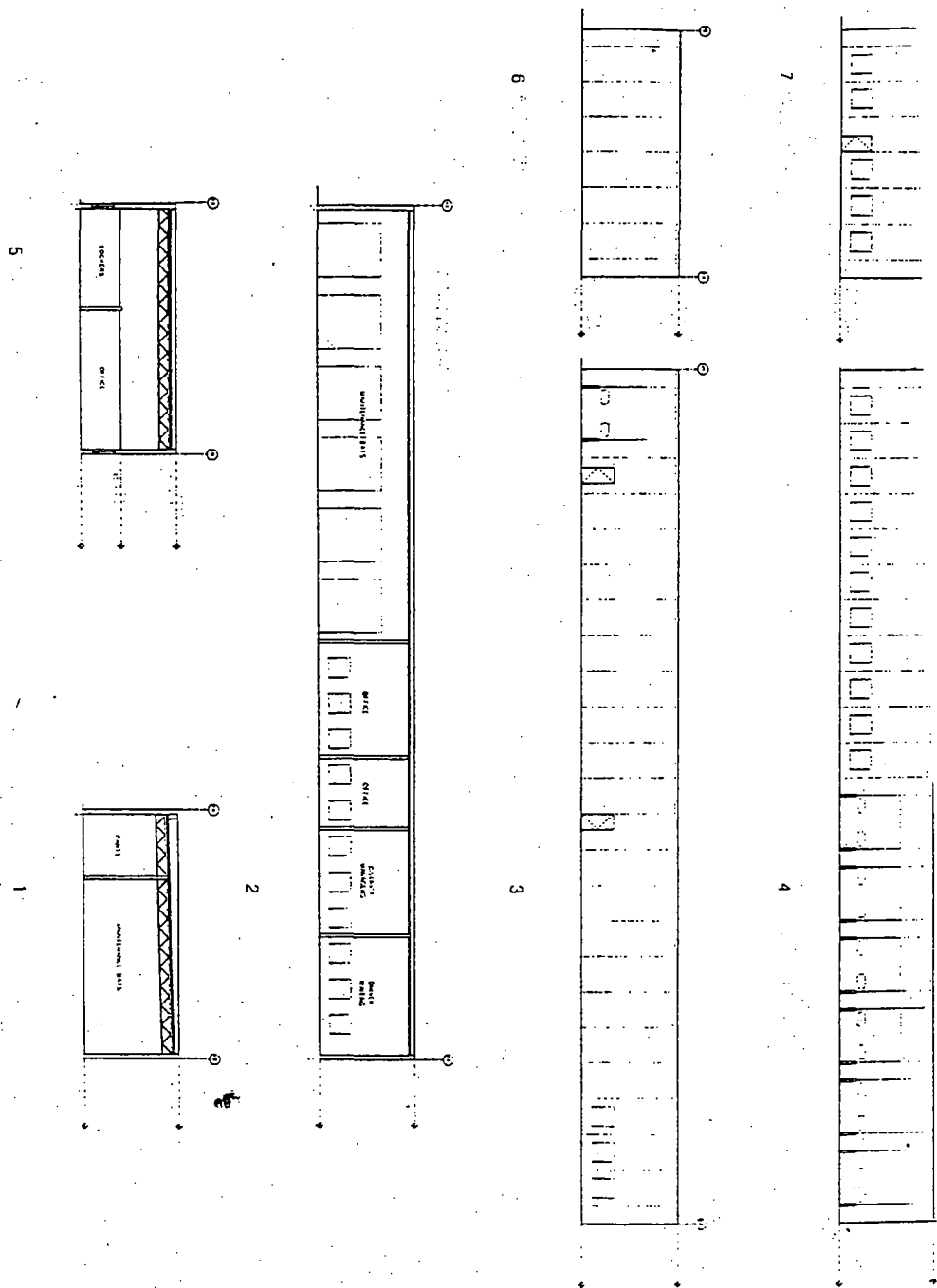
Sub-Area Map.



Building Elevations.



Vehicle Maintenance Elevations And Sections.



Plane List And Details.

STAKE TO BE SET ONLY 4 FT. FROM
TO PLANT PLANT
BE SET TO BE APPROVED BY THE
APPROPRIATE OFFICIALS
WITHIN 10 DAYS OF PLANTING DETAILS FOR
AND PLANTING DETAILS FOR

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APPROPRIATE OFFICIALS
WITHIN 10 DAYS OF PLANTING DETAILS FOR
AND PLANTING DETAILS FOR

STAKE TO BE SET ONLY 4 FT. FROM
TO PLANT PLANT
BE SET TO BE APPROVED BY THE
APPROPRIATE OFFICIALS
WITHIN 10 DAYS OF PLANTING DETAILS FOR
AND PLANTING DETAILS FOR

1 DECIDUOUS TREE INSTALLATION
SITE

3 STAKING AND CUTTING PLAN
SITE

4 STAKING DETAIL
SITE

6 CUTTING DETAIL
SITE

PLANT LIST

CODE	BOTANICAL NAME	COMMON NAME	QUANTITY	CALIPER	HEIGHT	SPREAD	ROOT	REMARKS
	ALBIS A. BRESNAKE 'MILKMAN DEPT'	ALBIS A. BRESNAKE	46	1"	10'		B & B	SINGLE STRAIGHT TRUNK, 1" CALIPER, 10' TALL, 10' TALL, 10' TALL
	DETER HICHA	DETER HICHA	18	1"	10'		B & B	MULTIPLE TRUNK
	CORNUS CORNUTA	CORNUS CORNUTA	8	1"	10'		B & B	SINGLE STRAIGHT TRUNK
	CRATAEGUS CRUS-GALLI W. WIERMS	CRATAEGUS CRUS-GALLI	18	1"	10'		B & B	SINGLE STRAIGHT TRUNK
	FRAXINUS AMERICANA 'AUSTRIAN APPLAUSE'	FRAXINUS AMERICANA	10	1"	10'		B & B	SINGLE STRAIGHT TRUNK
	GLADISA RHACANTHOS MERUS 'SHYRINE'	GLADISA RHACANTHOS	81	1"	10'		B & B	SINGLE STRAIGHT TRUNK
	PRUNUS CALLERYANA 'ARISTOCRA'	PRUNUS CALLERYANA	60	1"	10'		B & B	SINGLE STRAIGHT TRUNK
	QUERCUS SCOLOR	QUERCUS SCOLOR	2	1"	10'		B & B	MULTIPLE TRUNK
	TILIA AMERICANA 'REDMOND'	TILIA AMERICANA	8	1"	10'		B & B	MULTIPLE TRUNK
	SITONICA PATUA WISS BAME	SITONICA PATUA	213	1"	10'		B & B	3' OC

*Reclassification Of Area Shown On Map Number 6-J.
(Application Number A-3767)*

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 Number 6-J in the area bounded by:

a line 75 feet north of West 31st Street; the alley next east of and parallel to South Lawndale Avenue; and a line 50 feet north of West 31st Street,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 7-F.
(As Amended)
(Application Number 12051)*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Residence District symbols and indications as shown on Map Number 7-F in the area bounded by:

West Diversey Parkway; North Lehmann Court; West Drummond Place and the alley next west of and parallel to North Lehmann Courts,

to those of a B3-3 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 B3-3 General Retail District symbols and indications established in Section 1 above to the designation of Business 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. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as a Business Planned Development consists of approximately forty-six thousand nine hundred twenty-seven (46,927) square feet (one and seven one-hundredths (1.07) acres) and is owned or controlled by the Co-Applicants, V & N Limited Partnership and L.V.M. Illinois Corporation.
2. All applicable official reviews, approvals or permits are required to be obtained by the Co-Applicants or their 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 Co-Applicants or their successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Co-Applicants, their successors and assigns and, if different than the Co-Applicants, the legal title holders and any ground lessors. All rights granted hereunder to the Co-Applicants shall inure to the benefit of the Co-Applicants' successors and assigns and, if different than the Co-Applicants, the legal title holder or any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.
4. This Plan of Development consists of thirteen (13) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Property Line and Boundary Map; an Existing Land-Use Map; a Site/Landscape Plan, and Building Elevations prepared by Ron Vari Architects, dated August 14, 1997. Full size sets of the Site/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 "Business Planned Development Number _____":

Sub-Area A: hotel and accessory uses, dwelling units not to exceed four (4), accessory parking;

Sub-Area B: physical culture and health services-gymnasium, and reducing salons, accessory liquor sales (no packaged goods) to members and guests, convenience retail sales of sporting goods and accessory uses;

Sub-Area C: accessory and non-accessory parking garage; medical and dental offices and clinics; physical therapy; business and professional offices; bicycle and rollerblade sales, rental and repair store, when such bicycles are not motor-driven; computer sales-hardware and software; optometrists; restaurants, when no entertainment or dancing is provided, liquor may be served if incidental to the serving of food as the principal activity, entry to restaurant permitted only from within principal structure; swimming pool; and convenience retail sales of sporting goods, clothing and accessory uses.

6. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.
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 the Department of Planning and Development.
8. Height restriction of any building or any appurtenance thereto shall, in addition to the Bulk Regulations and Data Table, be subject to height limitations approved by the Federal Aviation Administration.

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, shall be designed, installed and maintained in substantial conformance with the Site/Landscape Plan and Building Elevations and also with landscaping provisions of Chicago Zoning Ordinance and corresponding regulations and guidelines.
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 application for such modification by the Co-Applicants 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.
12. The Co-Applicants acknowledge that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Co-Applicants shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with 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.
13. Unless substantial construction of the parking garage contemplated for Sub-Area C and the hotel expansion contemplated in Sub-Area A have been commenced within five (5) 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 Development, then this Planned Development shall expire upon the expiration of such shorter time

period as provided by said Amendatory Ordinance (the first (1st) day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to the pre-existing B3-2 General Retail District classification.

[Existing Zoning Map; Existing Land-Use Map; Property Line and Boundary Map; Site/Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 51979 through 51984 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Business Planned Development Number _____

Bulk Regulations And Data Table.

	Square Feet	Acres	Maximum Floor Area Ratio
Sub-Area A	18,900	0.43	2.86
Sub-Area B	15,176	0.34	3.00
Sub-Area C	12,852	0.29	1.20
Total:	46,928		2.80

Net Site Area: 46,928 square feet (1.07 acres).

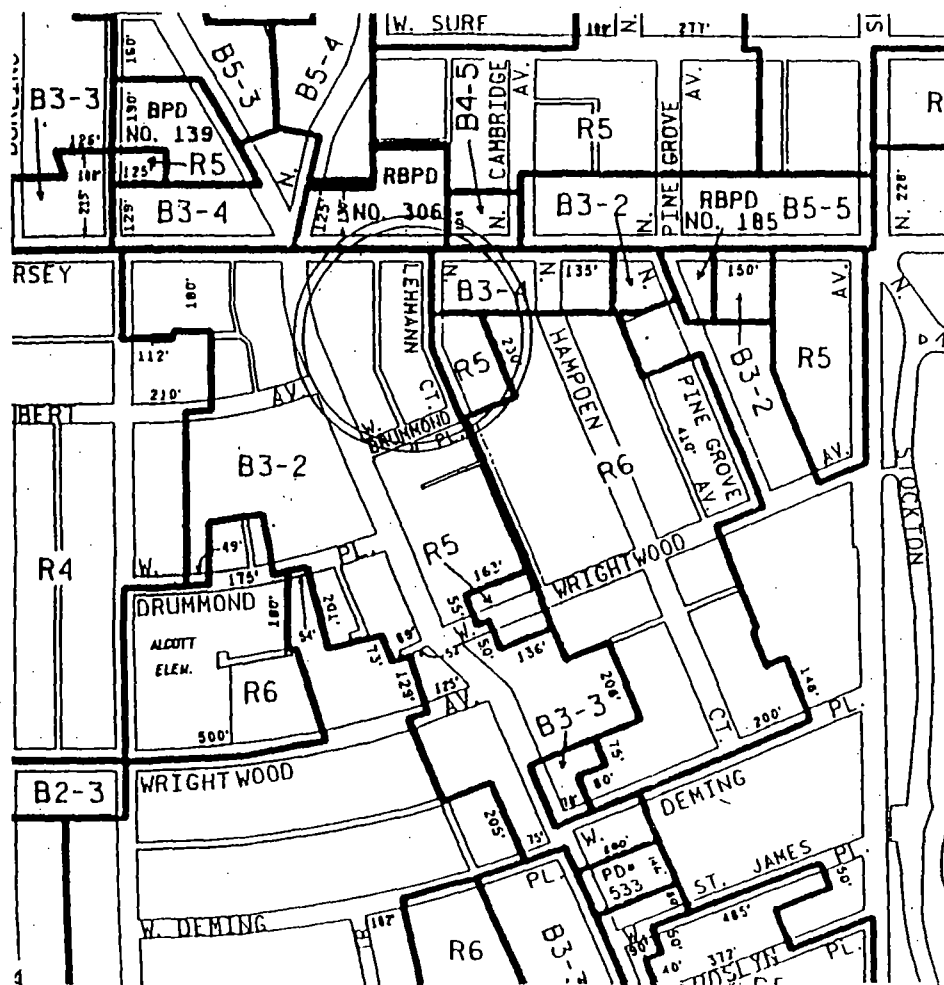
Public Right-of-Way Area: 24,767 square feet.

Gross Site Area: 71,694 square feet (1.65 acres).

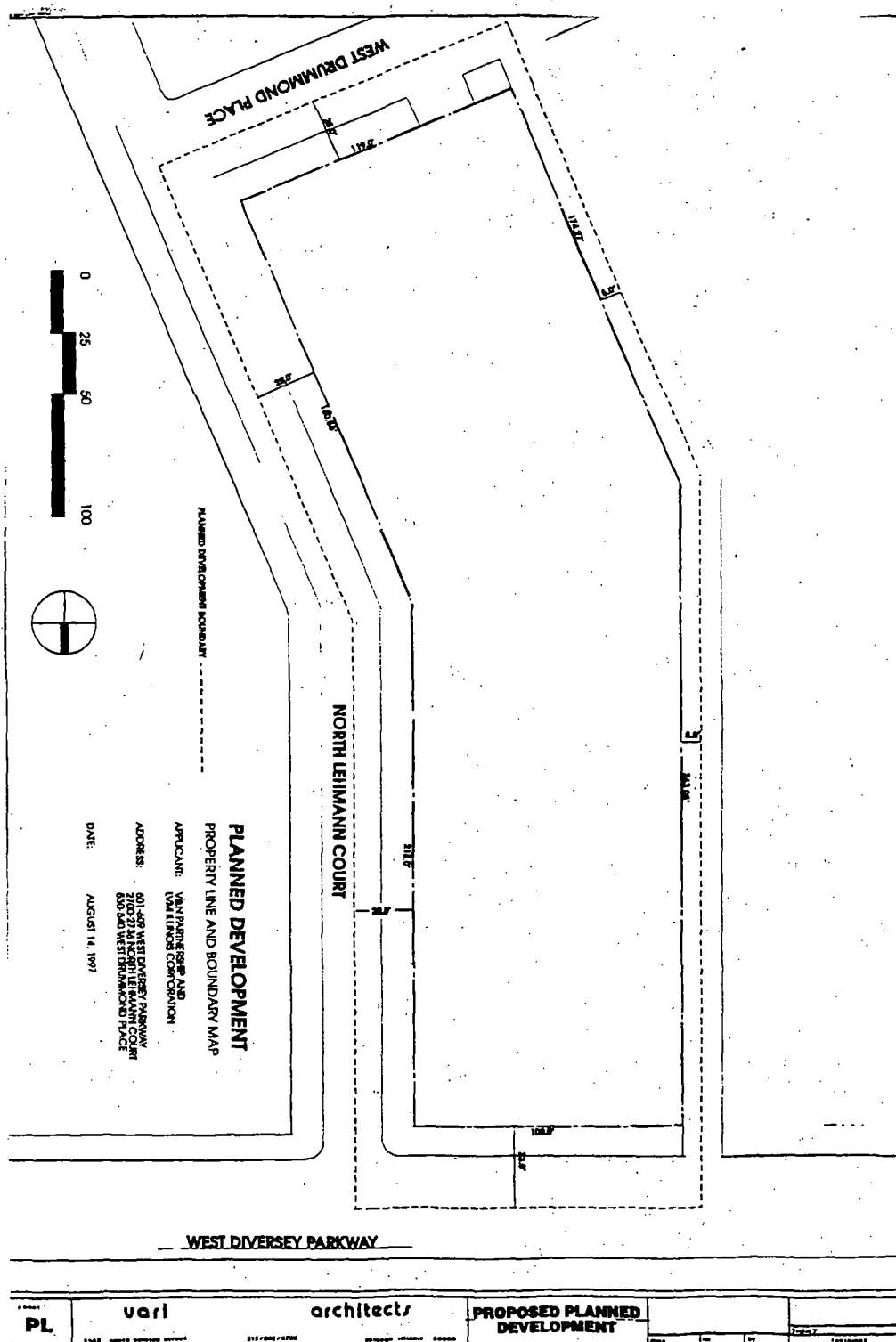
Square Feet	Acres	Maximum Floor Area Ratio
Maximum Percent of Site Coverage:	Per Site Plan.	
Minimum Required Building Setbacks:	Per Site Plan.	
Minimum Number of Accessory Parking Spaces in Sub-Area C:	99.	
Maximum Number of Total Parking Spaces in Sub-Area C:	188*.	
Maximum Number of Dwelling Units in Sub-Area A:	4.	
Maximum Number of Hotel Rooms in Sub-Area A:	137.	
Maximum Building Height in Sub-Area A:	68 feet.	
Maximum Building Height in Sub-Area B:	50 feet.	
Maximum Building Height in Sub-Area C:	66 feet.	

* Applicant will initially construct a five (5) level structure containing four (4) parking levels with a maximum of one hundred fifty-three (153) accessory and non-accessory parking spaces. After construction the garage could be expanded to include thirty-five (35) additional spaces for a total of one hundred eighty-eight (188) spaces.

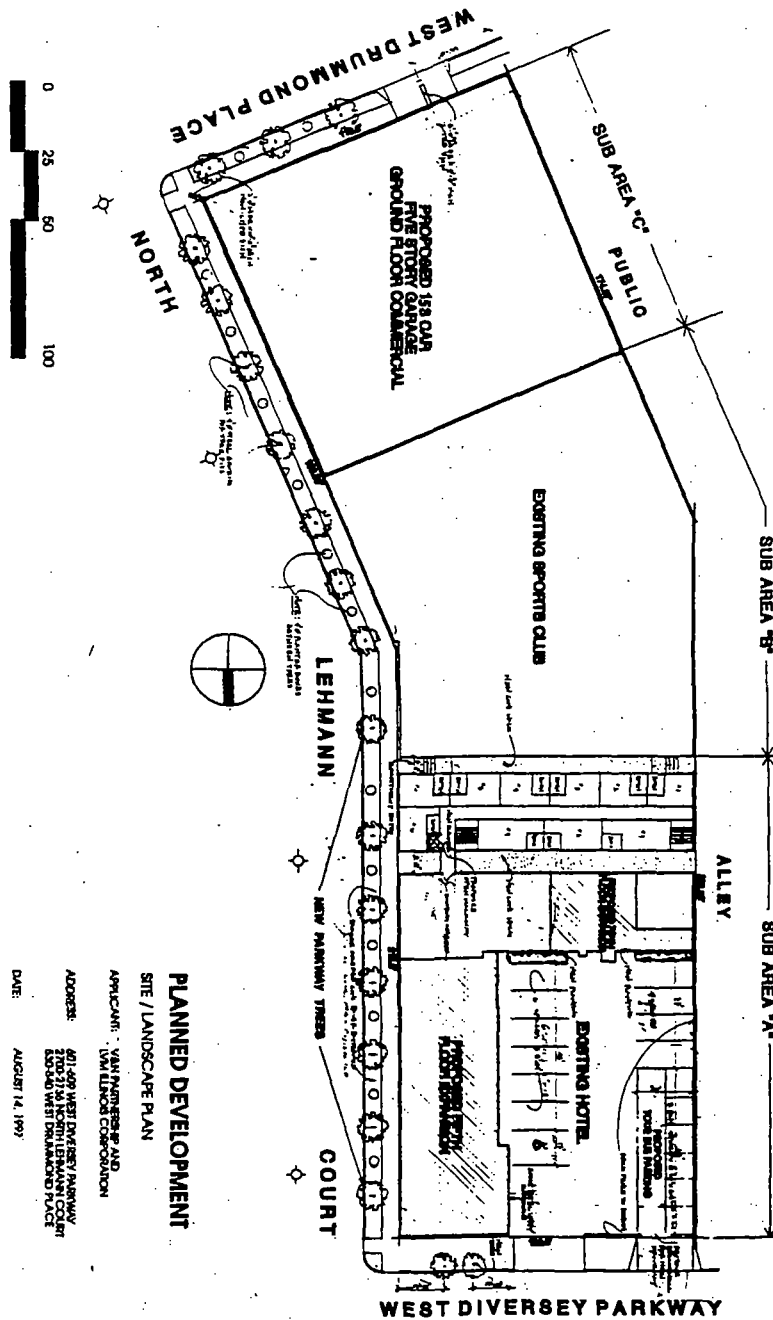
Existing Zoning Map.



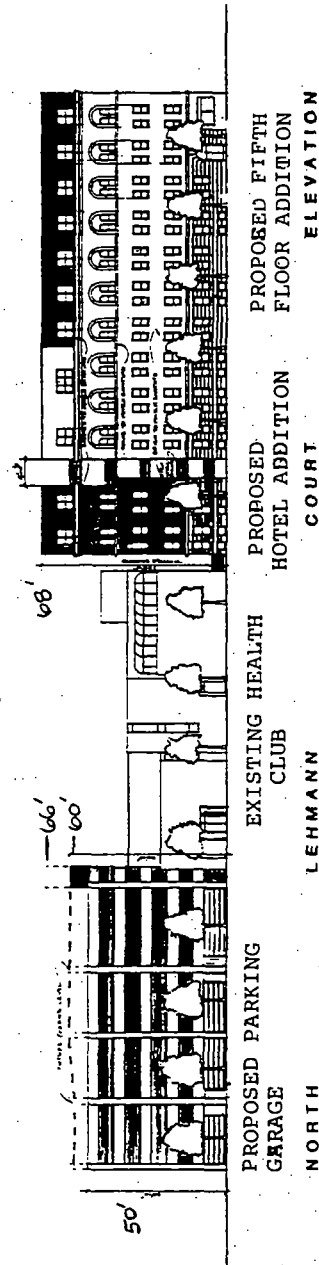
Property Line And Boundary Map.



Site/Landscape Plan.



Buildings Elevations.
(Page 1 of 2)

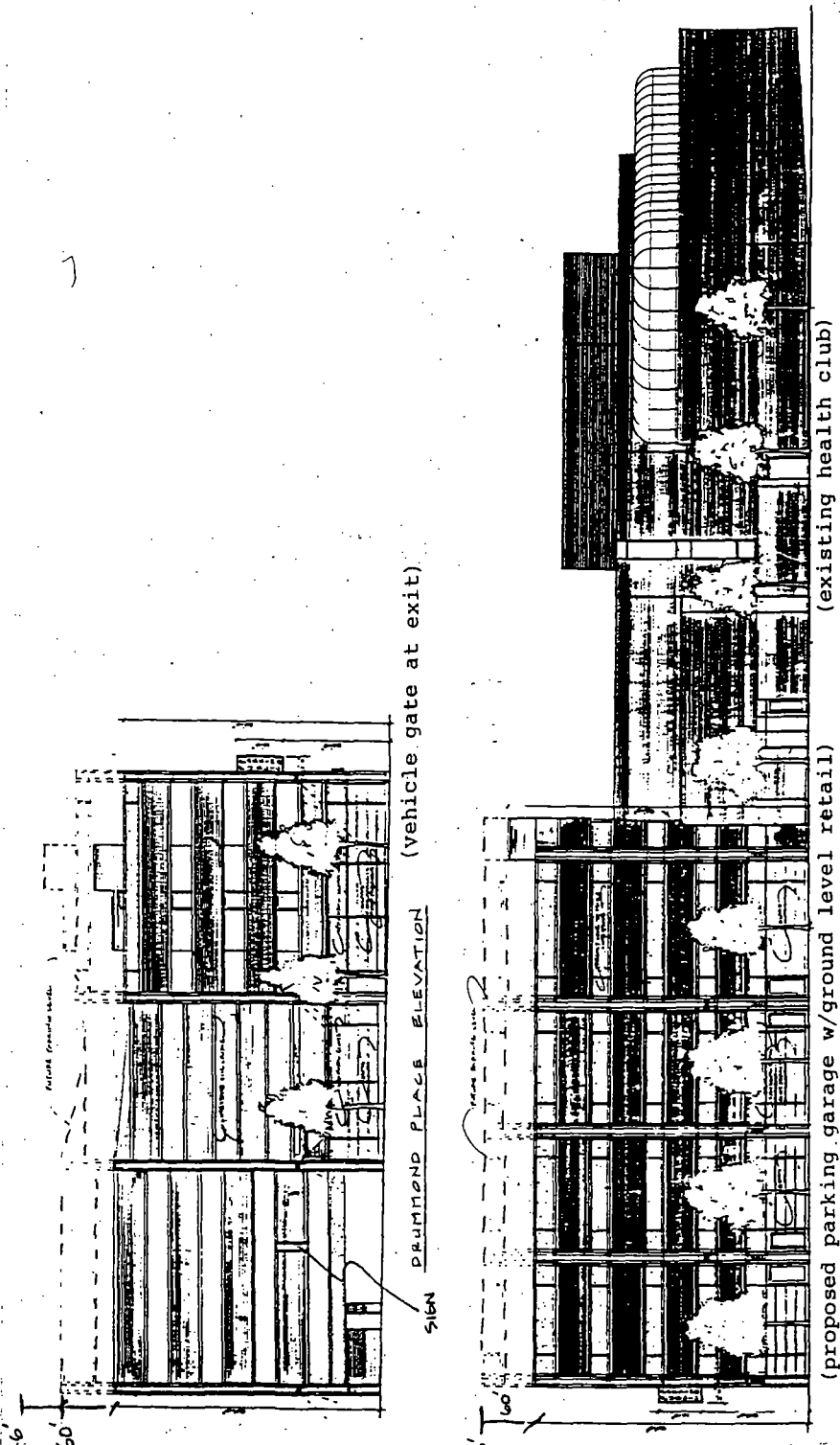


PLANNED DEVELOPMENT
BUILDING ELEVATIONS

APPLICANT: VAN ANTWERP AND
VAN LINDS CORPORATION
ADDRESS: 401-409 WEST DAVENPORT PARKWAY
2100-2124 NORTH LEHMANN COURT
830-840 WEST DRAUMACK PLACE
DATE: AUGUST 14, 1997



Buildings Elevations.
(Page 1 of 2)



*Reclassification Of Area Shown On Map Number 7-G.
(Application Number 12101)*

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 Number 7-G in the area bounded by:

West Schubert Avenue; the alley next west of and parallel to North Magnolia Avenue, a line 123 feet south of West Schubert Avenue; and North Lakewood Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 11-H.
(Application Number 12164)*

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

SECTION 1. That the City Zoning Ordinance be amended by changing all the B3-2 General Business District symbols and indications as shown on Map Number 11-H in the area bounded by:

a line 165 feet south of West Warner Avenue, as measured at the easterly line of North Lincoln Avenue and perpendicular thereto; the alley next east of and parallel to North Lincoln Avenue; the alley next west of and parallel to North Damen Avenue; West Belle Plaine Avenue; a line 68.48 feet east of the intersection of North Lincoln Avenue and West Belle Plaine Avenue, as measured at the northerly right-of-way of West Belle Plaine Avenue, and perpendicular thereto; and a line 75 feet northeasterly of and parallel to North Lincoln Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 16-F.
(Application Number A-3751)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map Number 16-F in area bounded by:

West 64th Street; a line 200 feet east of South Lowe Avenue; West 65th Street; and South Lowe Avenue,

to those of a B1-3 Local Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 16-K.
(Application Number 12146)*

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 Number 16-K in the area bounded by:

West 69th Street; South Pulaski Road; a line 98.80 feet south of and parallel to West 69th Street; and the public alley next west of and parallel to South Pulaski Road,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 18-E.
(Application Number 12162)*

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 Number 18-E in the area bounded by:

a line 173.84 feet north of and parallel to East 78th Street; the public alley next east of and parallel to South State Street; East 78th Street; and South State Street,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 28-E.
(Application Number A-3656)*

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 Number 28-E in the area bounded by:

East 115th Street; a line 775 feet east of South Prairie Avenue; the alley next south of and parallel to East 115th Street; and a line 700 feet east of South Prairie 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 28-F.
(Application Number A-3745)*

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 Number 28-F in the area bounded by:

West 111th Street; a line 105 feet west of South Normal Avenue; the alley next south of and parallel to West 111th Street; and South Parnell Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 28-G.
(Application Number A-3738)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map Number 28-G in the area bounded by:

West 116th Street; the alley next west of and parallel to South Halsted Street; the alley next south of and parallel to West 117th Street, or the line thereof if extended where no alley exists; the easterly right-of-way line of the Pennsylvania Railroad; West 118th Street; the alley next east of and parallel to South Peoria Street; West 117th Street; and the westerly right-of-way line of the Pennsylvania Railroad,

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 30-F.
(Application Number A-3735)*

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 Number 30-F in the area bounded by:

a line 100 feet north of West 120th Street; South Lowe Avenue; the alley next north of and parallel to West 120th Street; South Wallace Street; the alley next north of and parallel to West 120th Street; South Parnell Avenue; West 120th Street; the alley next east of and parallel to South Parnell Avenue; a line 50 feet south of West 120th Street; South Parnell Avenue; a line 100 feet south of West 120th Street; the alley next east of and parallel to South Wallace Street; a line 75 feet south of West 120th Street; South Wallace Street; the alley next south of and parallel to West 120th Street; South Union Avenue; the alley next south of and parallel to West 120th Street; the alley next west of and parallel to South Union Avenue; West 120th Street; and South Emerald Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 30-F.
(Application Number A-3737)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map Number 30-F in the area bounded by:

West 120th Street; the alley next east of and parallel to South Halsted Street; the northerly right-of-way line of the Illinois Central Railroad; and South Halsted Street,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Action Deferred -- AMENDMENT OF CHICAGO ZONING ORDINANCE
BY RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, September 10, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 4, 1997, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the reappointments of Doris B. Holleb, Allison S. Davis and Nancy A. Pacher, and the appointment of Linda Searl as members of the Chicago Plan Commission.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their amended form. They are Application Numbers A-3754, A-3787, A-3724, 12051, 11756 and 12093.

Please let the record reflect that Alderman Burton Natarus has voted "no" on Application Number 12093 and that I, Alderman William J. P. Banks, abstain from voting on Application Number 12082 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of twenty-three applications for which I request immediate passage because time is of the essence. They are Application Numbers MA-42, A-3753, A-3754, A-3751, A-3767, A-3801, A-3735, A-3737, A-3738, A-3745, A-3656, A-3724, 12155, 12162, 12144, 12146, 12145, 12161, 12164, 12101, 12051, 11756 and 12082.

Again, please note that I abstain from voting on Application Number 12082.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-H.
(Application Number A-3743)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map Number 1-H in the area bounded by:

West Warren Boulevard; North Oakley Boulevard; the alley next south of and parallel to West Warren Boulevard; and a line 103.33 feet west of North Oakley Boulevard,

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 approval.

*Reclassification Of Area Shown On Map Number 1-I.
(Application Number A-3747)*

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 Number 1-I in the area bounded by:

the alley next north of and parallel to West Washington Boulevard or the line thereof if extended where no alley exists; a line 356.9 feet west of North Campbell Avenue; West Washington Boulevard; and a line 409.5 feet west of North Campbell Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 1-I.
(Application Number A-3752)*

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 Number 1-I in the area bounded by:

the alley next north of and parallel to West Washington Boulevard; a line 515 feet west of North Campbell Avenue; West Washington Boulevard; and a line 568.25 feet west of North Campbell Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 1-J.
(Application Number A-3748)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map Number 1-J in the area bounded by:

West Chicago Avenue; North Harding Avenue; the alley next south of and parallel to West Chicago Avenue, or the line thereof if extended where no alley exists; and North Pulaski Road,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 2-H.
(Application Number 12163)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map Number 2-H in the area bounded by:

the alley next north of West Van Buren Street; the alley next west of and parallel to South Hoyne Avenue; West Van Buren Street; and a line 75 feet of the alley next west of and parallel to South 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 Numbers 2-H And 4-H.
(As Amended)
(Application Number 12093)*

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, R4, B2-2, B4-2, C1-2, C1-3, C2-2, M1-2, M2-1, M2-2 and Business-Commercial Planned Development Number 249 symbols and indications as shown on Map Number 4-H in the area bounded by:

West Roosevelt Road; South Ashland Avenue; the alley next south of West 15th Street; South Paulina Avenue; West 15th Street; South Wood Street; West 14th Street; South Damen Avenue; the north line of the Chicago and Northwestern Railroad right-of-way; and South Oakley Boulevard,

to the designation of C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area described above.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the Institutional Planned Development Number 30 and C1-2 Restricted Commercial District symbols and indications as shown on Map Numbers 2-H and 4-H in the area bounded by:

the north line of West Congress Parkway; South Ashland Avenue; the alley next south of West 15th Street; South Paulina Avenue; West 15th Street; South Wood Street; West 14th Street; South Damen Avenue; the north line of the Chicago and Northwestern Railroad right-of-way; and South Oakley Boulevard,

to the designation of an Institutional Planned Development Number 30, as amended, subject to such use and bulk regulations as are set forth in the Planned Development attached hereto and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Institutional Planned Development Number 30,
As Amended,*

Plan Of Development Statements.

1. The area delineated herein as Institutional Planned Development Number 30, as amended (the "Planned Development") consists of approximately seventeen million two hundred eighty-eight thousand six hundred fifty-six (17,288,656) square feet (three hundred eighty-seven and ninety-four one-hundredths (387.94 acres)) of property which is depicted on the attached Planned Development Boundary, Property Line and Sub-Area Map (the "Property") and is owned or controlled by the Applicant, Illinois Medical District Commission (the "Commission") (established pursuant to the Illinois Medical Center Act, 70 ILCS 915/1, et seq. (the "Act")). In accordance with the Act, the Applicant is submitting this Institutional Planned Development Number 30, as amended, for the concurrence of the City of Chicago, that this Institutional Planned Development Number 30, as amended, is an appropriate zoning ordinance for the Medical Center District (the "District") and is consistent with the zoning surrounding the District under the Chicago Zoning Ordinance.
2. The Applicant shall obtain or authorize all applicable official reviews, approvals or permits which are necessary to implement this Plan of Development. A number of adjustments to public rights-of-way are proposed in conjunction with this Plan of Development (see Exhibit 5). Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant, except such rights of review and approval which result from the Applicant's authority under the Act, shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) or application for approval

under this Planned Development (including, but not limited to permits and licenses) shall be made or authorized by the Applicant. Provided, however, that in instances where the property which is the subject of the request is owned by any unit of government, then said application or request for modifications may be made by that government with written notice provided to the Illinois Medical District Commission at the time of the request. Furthermore, in instances where the property which is the subject of the request is owned by an entity which under the Act would qualify to be a member of the District Member Council as appearing on a list provided to the Department of Planning and Development by the Illinois Medical District Commission ("Council Member") and where the Commission has been presented with a complete request for approval or authorization to make a request of the Department of Planning and Development and the Commission has failed to act within sixty (60) days of the receipt of such request or has denied the request, then said application or request for modifications may be made by the Council Member with written notice provided to the Applicant at the time of the request to the Department of Planning and Development.

4. This Planned Development consists of thirteen (13) statements; an Existing Zoning Map; a Planned Development Boundary, Property Line and Sub-Area Map; a Generalized Land-Use Map; a Generalized Land-Use Key, and Existing Land-Use Map; a Right-of-Way Adjustment Map; a District Parking Facility Map; and a Bulk Regulations and Data Table. These and no other zoning controls shall apply to the Property, except for applicable provisions of the Act and other controls adopted thereunder. 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 described on the Generalized Land-Use Map (Exhibit 3) and Key (Exhibit 3B) shall be permitted with the Planned Development subject to the terms of this Plan of Development. In addition, new accessory and non-accessory telecommunications and broadcast equipment (except antennae exceeding one hundred (100) feet in height) are generally permitted subject to the review and approval of the Department of Planning and Development.

6. All business identification signs existing on the effective date hereof shall be permitted to remain. New business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Commission and 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 Commission and the Department of Planning and Development. Such new business and business identification and temporary signs shall be consistent with the Illinois Medical Center District Master Plan referred to in Statement 12(A). No advertising signs, including advertising benches, shall be permitted within the Planned Development.
7. 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 Departments of Transportation and of Planning and Development.
8. The maximum heights of the buildings and any appurtenance attached shall be subject to the height limitations as certified and approved by the Federal Aviation Administration and as contained in Statement 9 below.
9. 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 this Planned Development. In addition, the improvements on the Property shall be subject to the following development guidelines:

A) General Conformance With Illinois Medical Center District Master Plan.

The Applicant has prepared a master plan for the area included within this Planned Development (the "Master Plan"). The Master Plan describes the types of improvements that are envisioned for each sub-area within this Planned Development and includes general development guidelines pertaining to building massing and setbacks, open space and public amenities, landscaping, fencing, signage, streetscaping, lighting and other architectural elements. The Master Plan, while not determinative of the type, parameters and design of developments that should be

permitted, should in all instances be used as a guide in evaluating proposals for development within this Planned Development.

In the event of a conflict between the provisions of this Planned Development and those of the Master Plan, the provisions of this Planned Development shall govern.

B) Landscaping, Lighting, Streetscaping.

Landscaping shall be installed and maintained in accordance with the parkway tree planting and parking facility landscaping provisions of the Chicago Zoning Ordinance corresponding regulations and guidelines. Additional landscaping, fencing and lighting shall be provided in general conformance with the District Development Guidelines contained in Chapter 7 of the Master Plan as adopted by the Commission with the advice of the District Member Council, particularly the provisions of Chapter 7 addressing screening of parking facilities from institutions such as schools, hospitals or churches, the screening of waste disposal areas and loading docks from pedestrian views, the installation of perimeter fencing, streetscaping with respect to street furniture and paving and lighting.

C) Building Design.

New buildings (including parking structures), and building additions should respect the context of adjacent buildings, roadways and neighborhoods in terms of scale, materials, architectural design and pedestrian environment. Additional guidelines contained in Chapter 7 of the Master Plan shall be used as a guide in evaluating proposals for development within this Planned Development.

D) Tri-Taylor Historic District (Sub-Area 5).

Sub-Area 5 is comprised of the Tri-Taylor Area, which is on the National Register of Historic Places (the "Tri-Taylor Historic District"), and shall be developed in general conformity with the R4 General Residence District provisions of the Chicago Zoning Ordinance, except along Taylor Street where business and retail uses consistent with B2-1 Restricted Retail Districts also shall be permitted. The development of property also shall be generally consistent with the scale, bulk and architectural character of structures currently existing in that area.

E) Setbacks.

The following minimum setbacks shall be provided:

Damen Avenue (north of Roosevelt Road): 30 feet;

Damen Avenue (south of Roosevelt Road): 50 feet;

Polk Street: 30 feet;

Roosevelt Road: 40 feet;

Taylor Street (east of Leavitt Street): 30 feet;

Harrison Street (west side of Wood Street): 30 feet;

Harrison Street (north side), between Wood Street and Paulina Street: none;

Harrison Street (south side) between Wood Street and Paulina Street: 5 feet.

In all other instances, the minimum setback shall be determined during the Site Plan Review process outlined in Statement 10 below with guidance from the underlying zoning provisions which would have been applicable to the property, patterns of development of existing structures and the provisions of the Master Plan.

F) Traffic And Parking.

The applicant also has prepared a traffic and parking study (the "Transportation Sytem Technical Report") for the District. The Applicant agrees to update such study and submit each update to the Commissioner of the Department of Planning and Development no less frequently than every five (5) years from the effective date of this Planned Development. The Transportation System Technical Report, while not determinative shall serve as a guide for evaluating and suitability of a site for parking facilities and for evaluating street modification proposals and on-street parking.

The attached District Parking Facility Map depicts the existing and proposed parking facilities within the Planned Development. These parking facilities may be used, on a shared basis, to satisfy the accessory parking requirements for uses within the Planned

Development subject to the review and approval of the Commission and the Departments of Transportation and of Planning and Development. Additional accessory and non-accessory parking facilities may be located at any location within the District subject to the review and approval of the Commission and the Departments of Transportation and of Planning and Development provided that such locations are consistent with the provisions of the Master Plan and the most current Transportation System Technical Report submitted to the Department of Planning and Development. Accessory parking lots and structures may serve to provide the required parking for multiple uses, irrespective of location, subject to review and approval of the Commission and the Departments of Transportation and of Planning and Development.

Off-street parking, including the location of such parking, shall be determined as follows: (i) for the new Rush Presbyterian-St. Luke's Medical Center research facility in Sub-Area 3 the required parking shall be satisfied by the existing Rush parking facilities provided the existing building it replaces is demolished and the new structure does not exceed one hundred seventy thousand (170,000) square feet of Floor Area; (ii) for the new Cook County Hospital Facility in Sub-Area 2A, the required parking shall be satisfied by the proposed parking facility submitted for Part II approval to the Department of Planning and Development on May 15 and July 2, 1997, provided that the hospital facility does not exceed four hundred sixty-four (464) beds or one million six hundred thousand (1,600,000) square feet of Floor Area (for determining off-street parking and loading requirements); and (iii) for other new uses or new improvements, by the Commission and the Department of Planning and Development based on the following table for those uses identified in the table and for uses not included in the table based upon the requirements prescribed in the Chicago Zoning Ordinance; provided, however, that the Commission and the Department of Planning and Development in making such parking determination may take into account the ability to utilize shared parking facilities, the availability of mass transit and the availability of remote parking facilities (including facilities outside of but in close proximity to the area included in this Planned Development). Furthermore, any determinations regarding the number of doctors, employees and visitors shall be based on the largest single shift and on the estimate derived at the time of an application for Part II approval.

Parking For Select Land-Uses.

Demand Category	Hospitals	Ambulatory Care And Clinics	Medical Office And Research
Doctor Parking	0.52 spaces/ doctor	0.725 spaces/ doctor	0.81 spaces/ doctor
Employee Parking	0.33 spaces/ employee	0.40 spaces/ employee	1.62 spaces/ 1,000 square feet of Floor Area
Inpatient Visitor Parking	0.28 spaces/ bed	not applicable	not applicable
Outpatient Visitor Parking	1.25 spaces/ 1,000 annual patient visits	0.94 spaces/ 1,000 annual patient visits	0.675 spaces/ 1,000 annual patient visits

10. Prior to the issuance by the Department of Planning and Development of a determination pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II approval") for development or redevelopment of any property included within this Planned Development, other than alterations to existing buildings which do not increase their height or alter their footprint, a site plan for the proposed development, including parking areas, (the "Site Plan") shall be submitted by the Applicant or with the Applicant's written approval. Provided, however, that if the affected property is owned by any unit of government, then the Site Plan may be submitted by that government with written notice provided to the Illinois Medical District Commission at the time of the request. Furthermore, if the affected property is owned by an entity which under the Act would qualify to be a member of the District Member Council as appearing on a list provided to the Department of Planning and Development by the Illinois Medical District Commission ("Council Member") and the Commission has been presented with a complete request for approval or authorization to make a request of the Department of Planning and Development and the Commission has failed to act within sixty (60) days of the receipt of such request or has denied the request, then the Site Plan may be submitted by the Council Member with written notice provided to the Applicant at the time of the request to the Department of Planning and Development. Review and approval of the Site Plan by the Commissioner is intended to assure that specific development proposals conform with this Planned Development. No Part II approval for work for which a Site

Plan must be submitted to the Commissioner shall be granted until the Site Plan has been approved by the Commissioner. Further, all Part II submittals shall be in compliance with the provisions of Statement 9(B) of this Planned Development.

Following approval of a Site Plan by the Commissioner, the approved plan shall be kept on permanent file with the Department of Planning and Development and shall be deemed to be an integral part of this Planned Development.

After approval of a Site Plan by the Commissioner, the approved Site Plan may be changed or modified pursuant to the provisions of Statement 11.

In the event of an inconsistency between the approved Site Plan and the terms of the Statements and Bulk Regulations and Data Table of this Planned Development in effect at the time of approval of such plan or of modifications thereto, the terms of the Statements and Bulk Regulations and Data Table of the Planned Development shall govern.

A Site Plan shall, at a minimum, provide the following information with respect to the proposed improvements:

- (1) the boundaries of the Property;
- (2) the footprint of the improvements;
- (3) location and dimensions of all loading berths;
- (4) preliminary landscaping plan, with final landscaping plan to be approved at Part II stage;
- (5) all pedestrian circulation routes;
- (6) the location of private or common open space;
- (7) preliminary elevations of the improvements; and
- (8) statistical information applicable to the Property limited to the following:
 - (a) floor area and floor area ratio;
 - (b) uses to be established;
 - (c) building heights; and
 - (d) all setbacks, required and provided.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development.

An application for approval of a Site Plan shall be deemed complete if the Applicant submits to the Commissioner an application for approval which contains all the information listed immediately above and the Commissioner does not advise the Applicant in writing within ten (10) working days of the submission thereof that the submitted application is incomplete and the specific information required to render the application complete.

11. The terms, conditions and exhibits of this Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant or, in instances where the affected property is owned by any unit of government, by the government with notice to the Applicant, and after a determination by the Commissioner that such modification is minor, appropriate and consistent with the nature of the development of the Property contemplated herein and will not result in increasing the maximum floor area ratio for the total net site area established in this Planned Development. Any such modification shall be deemed 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. Best and reasonable efforts shall be made to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").
13. The authority granted under this Planned Development granted to units of government and council members to make requests and file applications with the Department of Planning and Development or the City shall not constitute a waiver by the Commission of its rights to enforce the provisions of the Act or this Planned Development.

[Existing Zoning Map; Planned Development Boundary, Property Line and Sub-Area Map; Generalized Land-Use Map; Generalized Land-Use Key; Existing Land-Use Map; Right-of-Way Adjustment Map; and District Parking Facility Map referred to in these Plan of Development Statements printed on pages 52007 through 52013 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional Planned Development Number 30, As Amended.

Plan Of Development

Bulk Regulations And Data Table.

Sub-Area	Net Site Area ¹		Maximum Floor Area Ratio	Maximum Land Coverage (%)
	Square Feet	Acres		
1	1,833,274	42.09	1.00	40
2A	1,314,711	30.18	2.17	40
2B	186,180	4.27	2.33	55
3A	1,328,447	30.50	3.70	55
3B	131,484	3.02	1.20	30
4	130,498	2.99	1.00	40
5	647,116	14.86	1.20	40

1. Excludes public right-of-ways and public parks existing on the effective date of this ordinance.

Sub-Area	Net Site Area ¹		Maximum Floor Area Ratio	Maximum Land Coverage (%)
	Square Feet	Acres		
6	220,606	5.06	1.80	65
7	569,658	13.08	1.40	45
8	3,777,008	86.71	2.00	55
9	413,662	9.50	1.30	40
10	689,973	15.83	1.30	65
11	1,074,471	24.66	1.50	40
12	850,790	17.82	1.50	40
13	460,046	10.56	1.50	40
14	182,700	4.19	1.50	40
15	1,115,550	25.61	1.50	40
16	1,385,282	31.80	1.50	40
17	189,000	4.34	1.50	40
18	<u>788,200</u>	<u>18.09</u>	<u>1.50</u>	<u>40</u>
TOTALS:	17,288,656	387.94	1.79	45

1. Excludes public right-of-ways and public parks existing on the effective date of this ordinance.

Gross Site Area = Net Site
Area + Area Remaining
in Public Right-of-Way:

24,393,600 square feet (560 acres)
= 17,288,656 square feet (396.89
acres) + 7,105,071.6 square feet
(163.11 acres).

Setbacks from Property Line:

See Statement 9E.

Minimum Number of Off-Street
Parking:

See Statement 9F.

Loading Facilities:

Requirements for off-street
loading facilities shall be
determined by the Department of
Planning and Development based
on the principal use proposed for a
particular site and the Chicago
Zoning Ordinance requirements
relating to such use. Centralized
locations for loading facilities for a
complex of buildings may be
authorized by the Department of
Planning and Development.

Reclassification Of Area Shown On Map Number 3-E.
(As Amended)
(Application Number A-3787)

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

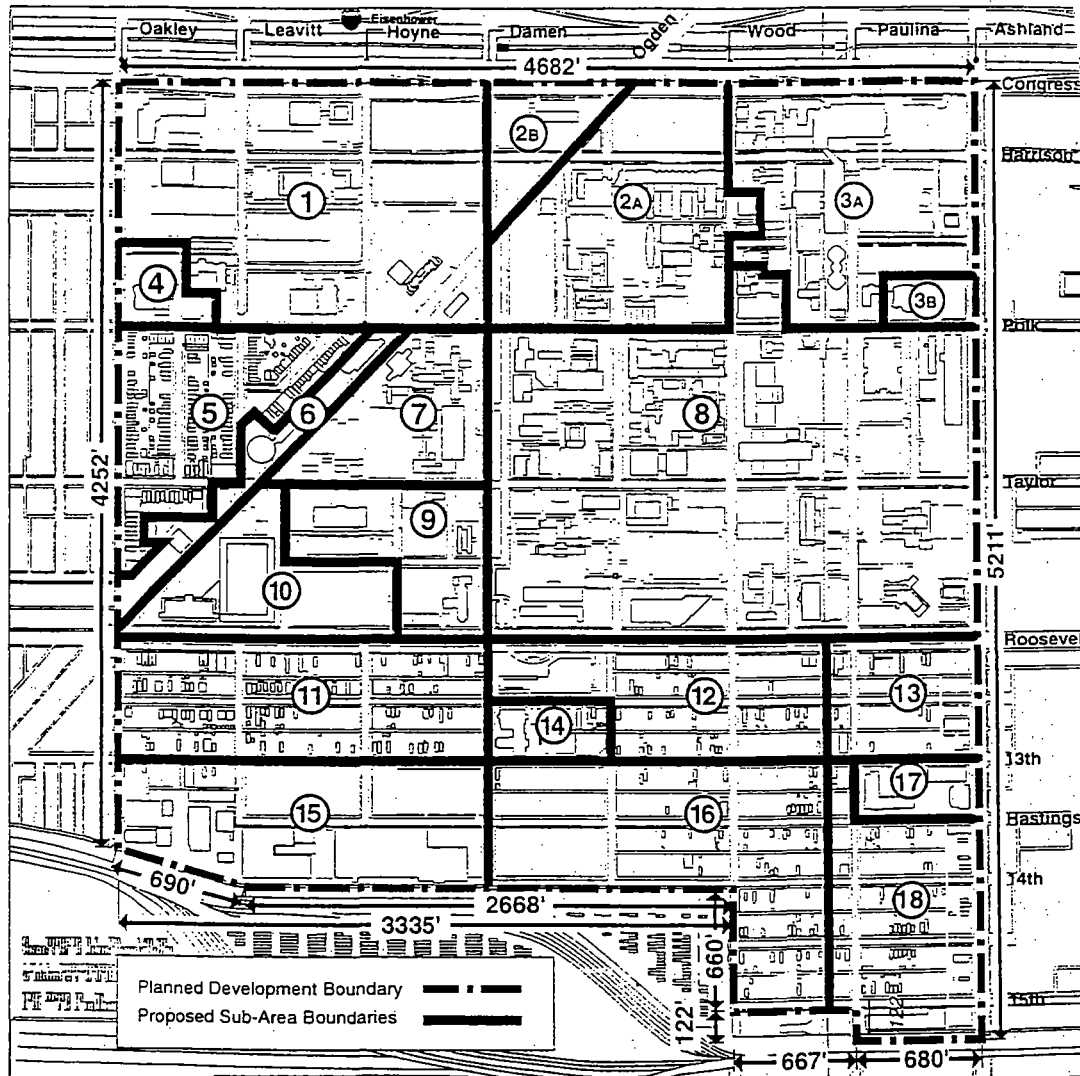
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-5 Restricted Service District symbols and indications as shown on Map Number 3-E in the area bounded by:

East Division Street; the alley next east of North State Street; a line 86.4 feet south of East Division Street; and North State Street,

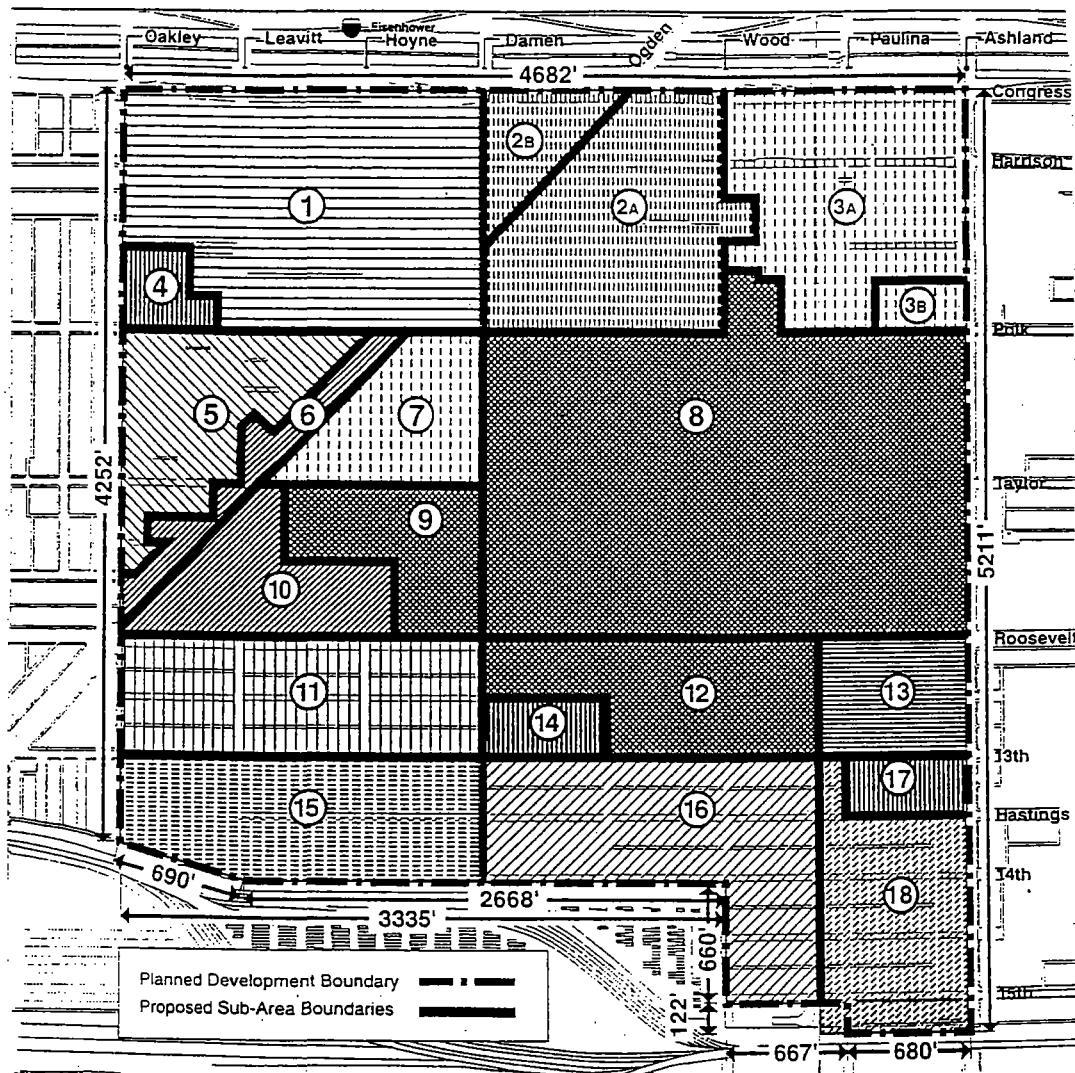
to those of a B3-5 General Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Planned Development Boundary, Property Line
And Sub-Area Map.



Generalized Land-Use Map.



Generalized Land-Use Key.



Medical; Hospital; Educational; University; Research; Office (business and professional); Public and Private Club (which may sell liquor for consumption on the premises) other land uses permitted under the Act approved by the Commission; and related or ancillary or accessory uses.



Medical; Hospital; Educational; University; Office (business and professional); District Staff, Employee, and Student Residential Apartment; Park; Recreation Center; other land uses permitted under the Act approved by the Commission; and related or ancillary or accessory uses.



Medical; Hospital; Educational; University; Office (business and professional); Research; Technology; Telecommunications; Public and Private Utilities and Service; other land uses permitted under the Act approved by the Commission*; and related or ancillary or accessory uses.



Elementary and High School; Park Open Space; Community Recreation or Community Center; other land uses permitted under the Act approved by the Commission*; and related or ancillary or accessory uses.



Single Family and Multi Family Residential (historic district); Uses permitted in the B2-1 Restricted Retail and Service District (Taylor Street only) as approved by the Commission under the Act as necessary and appropriate to the District; other land uses permitted under the Act approved by the Commission*; and related ancillary or accessory uses.



Medical, Educational; Office (business and professional); Public and Private Human Services; other land uses permitted under the Act and approved by the Commission* and related or ancillary or accessory uses.



Medical; Hospital; Educational; University; Office (business and professional); Public and Private Club (which may sell liquor for consumption on the premises); Public and Human Services; Crime Laboratory; Public and Private Utility and Services; other land uses permitted under the Act approved by the Commission*; and related or ancillary or accessory uses.



District Support Facilities; Medical; Educational, Public and Private Human Services, Research, Technology, Office (business and professional); Other land uses as permitted under the Act approved by the Commission*; and related or ancillary or accessory uses.



Uses permitted in the B-4 Restricted Retail and Service District approved by the Commission under the Act as necessary and appropriate to the District; other land uses permitted under the Act approved by the Commission*; and related or ancillary or accessory uses.



District Support Facilities; other land uses permitted under the Act approved by the Commission*; and related or ancillary or accessory uses.



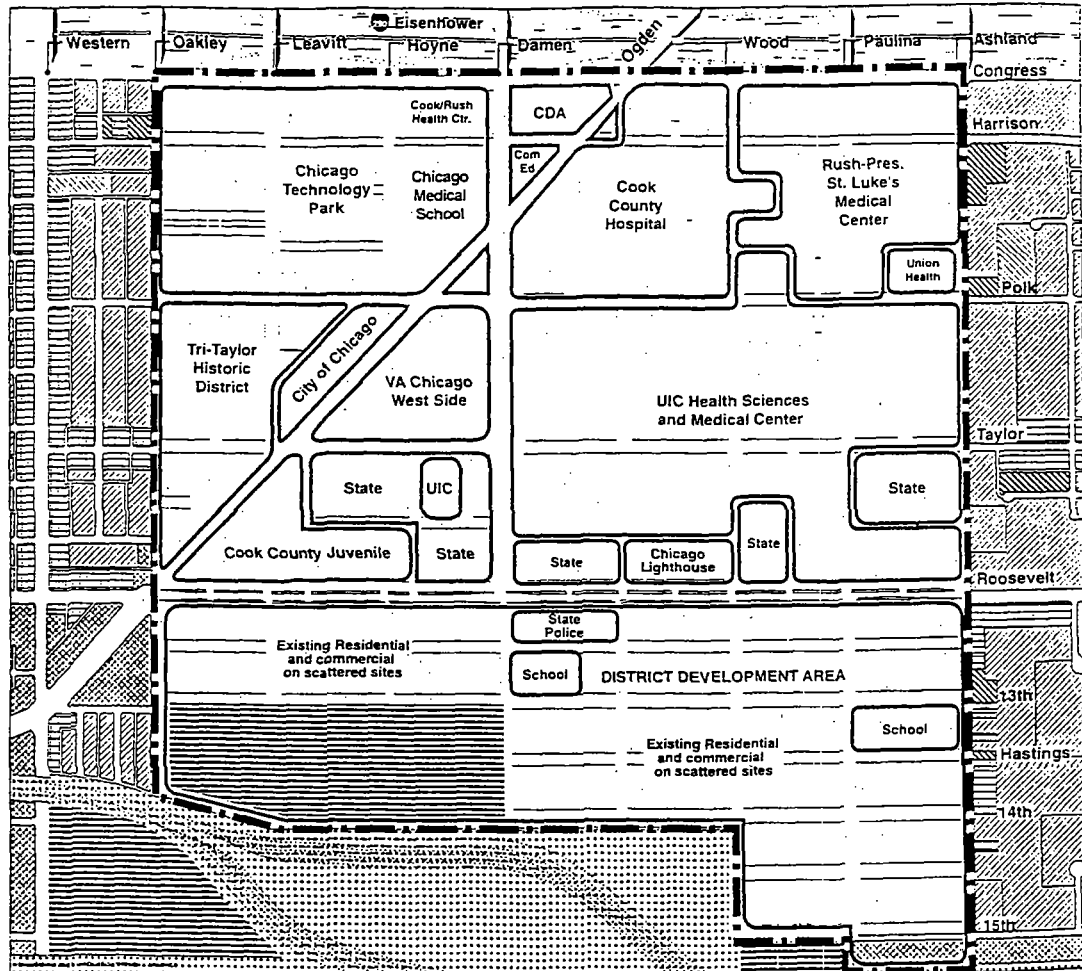
District Support Facilities; Medical; Public and Private Utility and Services; other land uses permitted under the Act approved by the Commission*; and related or ancillary or accessory uses.



District Support Facilities; Uses permitted in the B-4 Restricted Retail and Service District as approved by the Commission under the Act as necessary and appropriate to the District; District Staff, Employee, and Student Residential Apartment; other land uses permitted under the Act approved by the Commission*; or ancillary or accessory uses.

* with written notice of such action to the Commissioner of Planning and Development

Existing Land-Use Map.



- Residential: 1-3+ stories
- Commercial/Retail: 1-3 stories
- Office: 1-3 stories
- School/Church: 1-2 stories

- Parks/Open Space
- Institutional: 5 Stories
- Light Industrial: 1-3 Stories
- Railroad

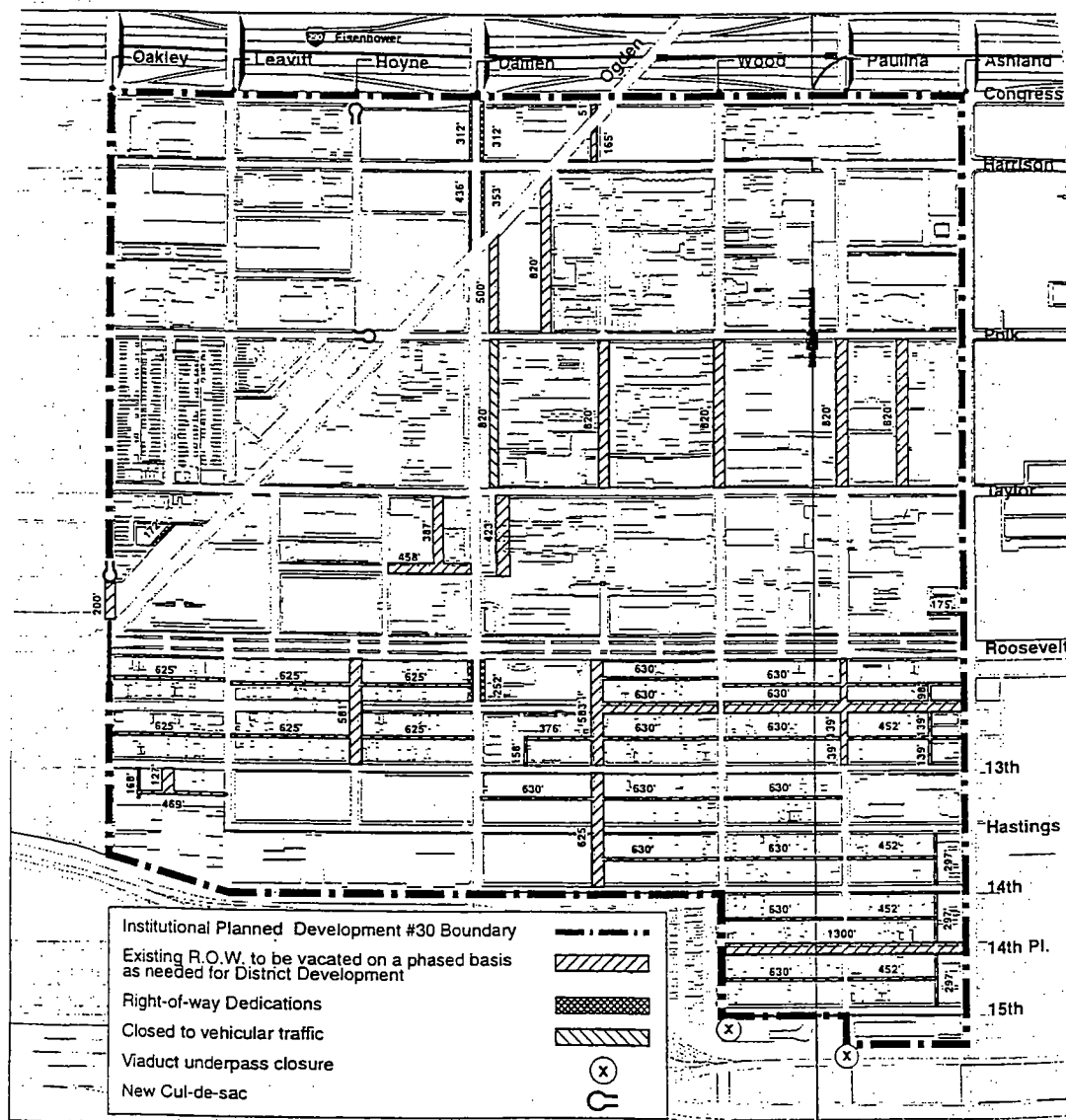
APPLICANT: Illinois Medical District Commission
600 South Hoyne Ave., Chicago, IL 60612

DATE: May 14, 1997

REVISED: August 14, 1997

PD#30 Maps / 8-29-97 / IMDC Projects-PMS500 / TS

Right-Of-Way Adjustment Map.



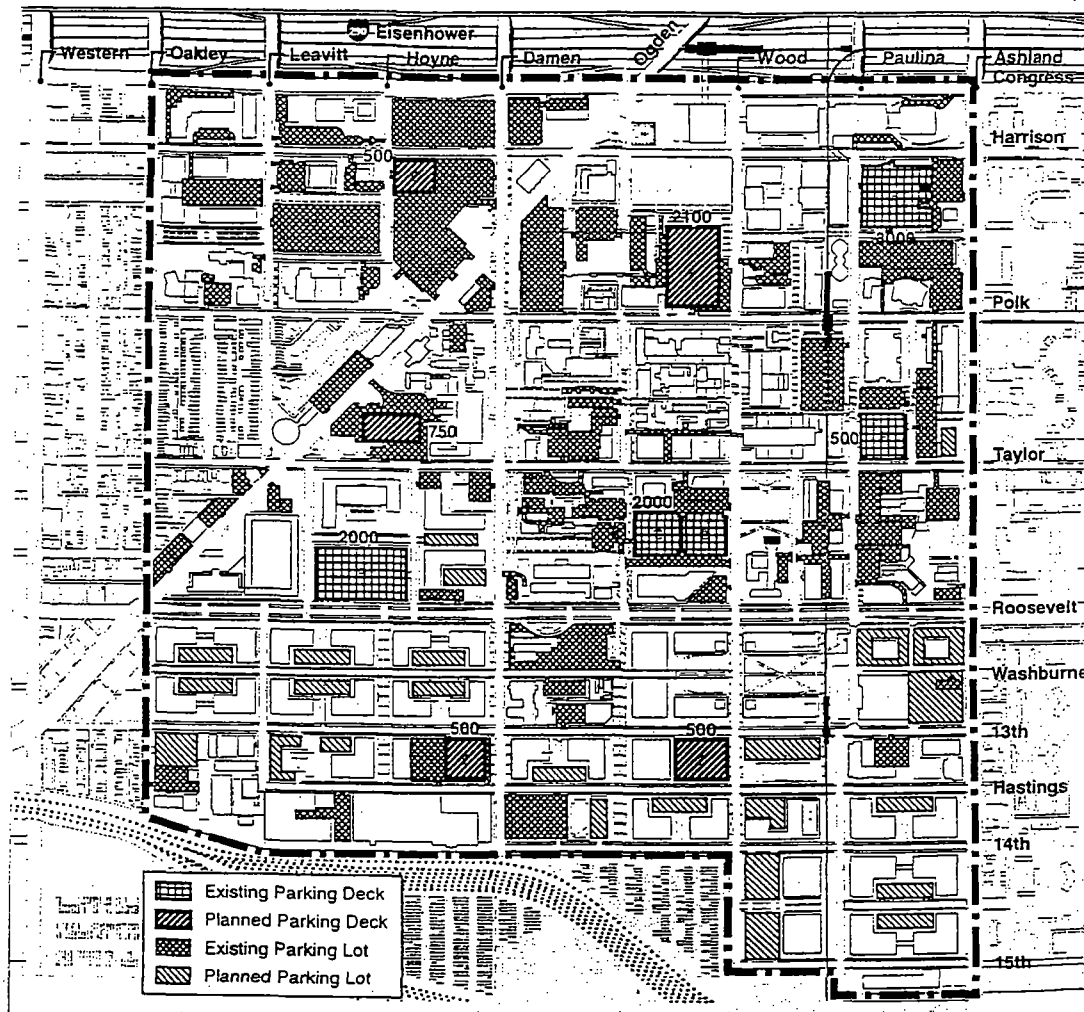
APPLICANT: Illinois Medical District Commission
600 South Hoyne Ave., Chicago, IL 60612

DATE: May 14, 1997

REVISED: August 14, 1997

PD#30 Maps / 8-29-97 / IMDC Projects-PM9500 / TS

District Parking Facility Map.



Reclassification Of Area Shown On Map Number 5-I.
(Application Number 12149)

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, M1-1 Restricted Manufacturing District and M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 5-I in the area bounded by:

West Moffat Street; a line 175 feet west of and parallel to North Western Avenue; the public alley next south of and parallel to West Moffat Street; a line 103 feet west of and parallel to North Western Avenue; West Bloomingdale Avenue; a line 271 feet west of and parallel to North Western Avenue; the public alley next south of and parallel to West Moffat Street; and a line 199 feet west of and parallel to North Western Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 10-I.
(Application Number 12138)

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 Number 10-I in the area bounded by:

West 43rd Street; South Richmond Street; the alley next south of and parallel to West 43rd Street; and a line 29.45 feet west of South Richmond Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 26-A.
(Application Number A-3750)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map Number 26-A in the area bounded by:

East 108th Street; the public alley next east of and parallel to South Ewing Avenue; a line 72 feet south of and parallel to East 108th Street; and South Ewing 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.

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 Holt, Burke, Jones, Peterson, E. Smith, Suarez, Allen, Laurino, Natarus, Bernardini and Schulter. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Sponsored by the elected city officers named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MR. JOHN W. OREMUS.

WHEREAS, John W. "Jack" Oremus passed away on Thursday, August 14, 1997, at the age of sixty; and

WHEREAS, John W. Oremus was the president and chief executive officer of Prairie Material Sales in Bridgeview, the largest privately-owned ready-mix cement company in the United States; and

WHEREAS, John W. Oremus was the son of John A. Oremus, the company's founder and the longtime mayor of Bridgeview; and

WHEREAS, John W. Oremus began his career at Prairie Material Sales over forty years ago, breaking bags of cement and delivering coal fourteen to sixteen hours a day, and worked his way to the top of the company, which he built into one of the nation's largest producers of concrete, cement and aggregate; and

WHEREAS, Under the leadership of John W. Oremus, Prairie Material Sales doubled its sale and now employs over one thousand four hundred people, and the company contributed to such major projects as the reconstruction of the Kennedy Expressway and expansion at Chicago O'Hare International Airport; and

WHEREAS, John W. Oremus is remembered for his exceptionally hard work, his attention to quality and his care and concern for all his customers; and

WHEREAS, John W. Oremus served on the boards of directors of both the Northern Illinois Ready-Mix Association and the Portland Cement Association, was chairman of Prairie Bank and Trust Company, was the former chairman of the Bridgeview Zoning Commission and was a board member of Ford City Bank and Bridgeview Bank; and

WHEREAS, John W. Oremus is survived by his father; his devoted wife, Rubina; two loving daughters, Kim Hanson and Sheri Smith; three loving sons, Alan, Michael and John Christopher; a sister, Dorothy Lindauer; and two brothers, Thomas and Robert; and

WHEREAS, John W. Oremus was a dear friend to his twelve grandchildren; and

WHEREAS, John W. Oremus, a cherished friend of many and a good neighbor to all, 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, assembled here this tenth day of September, 1997, do hereby extend to the family of the late John W. Oremus our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the late John W. Oremus as a sign of our sympathy and good wishes.

**CONGRATULATIONS EXTENDED TO MR. IRV KUPCINET
ON RECEIPT OF FIRST ANNUAL GRAFFITI
BLASTERS AWARD.**

WHEREAS, Mr. Irv "Kup" KupcINET is a pillar of this great city and he has truly earned his nickname "Mr. Chicago"; and

WHEREAS, "Kup" grew up in an environment poor in possessions but rich in determination, generosity and community spirit, and he lived by the philosophy that a person must not let fear of failure keep him from learning something new; and

WHEREAS, His courage, curiosity, energy and talent led "Kup" to be editor of his high school newspaper, senior class president, and quarterback of the football team, and from there he played football in college and embarked on a career as a professional football player with the Philadelphia Eagles, which was cut short by injury, a blessing in disguise for the world of journalism; and

WHEREAS, "Kup" began his career as a professional journalist in 1935 as a sportswriter with the *Chicago Times*, predecessor to the *Chicago Sun-Times*, and eight years later he began to write "Kup's Column," which has informed Chicagoans for over fifty years; and

WHEREAS, Among the many accolades for his journalism, "Kup" has received the Peabody Award, repeated Emmy Awards, and the Silver Circle Award from the Chicago Chapter of the National Academy of Television Arts and Sciences; and

WHEREAS, "Kup" has also been honored for his humanitarian and philanthropic accomplishments, including being named by the Museum of Broadcast Communications, with his wife Essee, as "Chicago's First Couple of the Arts," receiving the prestigious AMVETS Silver Helmet Award -- known as the "Veterans' Oscar" -- for Americanism, and for originating and conducting for fifty years the Purple Heart Cruise, to honor the people who served America in wartime; and

WHEREAS, "Kup", as a part of his love for the outspoken support of Chicago, has frequently written and published photographs to promote the City of Chicago's "Graffiti Blasters" Program, which aims to rid the City of the blight of graffiti; and

WHEREAS, The City of Chicago Department of Streets and Sanitation has established the annual "Graffiti Blasters Award" to honor those whose effects most advance the City's goal of a graffiti-free Chicago; and

WHEREAS, For his generous and sustained efforts towards this goal, "Kup" has been selected as the recipient of the first annual "Graffiti Blasters Award", now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of September, 1997, do hereby congratulate Irv Kupcinec on his good work in fighting graffiti and on his worthy status as the inaugural recipient of the Department of Streets and Sanitation's first annual "Graffiti Blasters Award"; and

Be It Further Resolved, that a suitable copy of this resolution be presented to Irv Kupcinec as a sign of our esteem and good wishes.

*DECLARATION OF SUPPORT FOR PARTNERSHIP
FOR A WALKABLE AMERICA.*

WHEREAS, The simple act of walking was for generations a natural part of the fabric of American life, and was integral to transportation, commerce, and neighborly interaction; and

WHEREAS, It is an unfortunate fact that in today's increasingly complex, crowded and mechanized world we have overlooked and undervalued the benefits of walking; and

WHEREAS, The benefits of walking include better health for our citizens through exercise, reduced use of motor vehicles and reduced pollution and street congestion, as well as an opportunity for reflection and enjoyment of the scenery; and

WHEREAS, The Partnership for a Walkable America is a new alliance of public and private organizations and individuals who are committed to promoting the changes needed to make America more walkable; and

WHEREAS, The laudable goals of the Partnership are to make walking in America safer by reducing motor vehicle-related deaths and injuries, to create demand for greater and easier access to places for people who want to walk, and to encourage walking as one of the easiest ways for Americans to improve their health and lower health care costs; and

WHEREAS, The great City of Chicago shares the goals and concerns of the Partnership and can contribute much to the cause of walking by taking the step of joining the partnership and becoming a partner; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of September, 1997, do hereby congratulate the Partnership for a Walkable America on their good work in helping America and the City of Chicago to stride boldly into the future; and

Be It Further Resolved, That we fully support an initiative to declare Chicago a partner in the Partnership for a Walkable America; and

Be It Further Resolved, That suitable copies of this resolution be presented to the Partnership for a Walkable America as a sign of our commitment and esteem.

Presented By

ALDERMAN GRANATO (1st Ward):

**EXPRESSION OF GRATITUDE EXTENDED TO COMMANDER
ESMAGDE NOEL CRISTIA FOR HIS DEDICATION TO
CITIZENS OF CHICAGO AND AUGUST 28, 1997
DECLARED "COMMANDER CRISTIA DAY
IN CHICAGO".**

WHEREAS, On Monday, September 1, 1997, friends, dignitaries and fellow police officers gathered to honor this distinguished public servant; and

WHEREAS, Commander Esmagde Noel Cristia has served from 1966 to present, moving from Patrol Officer to Commander of the Preventive Programs and Neighborhood Relations Division; and

WHEREAS, Commander Esmagde Noel Cristia holds many Chicago Police Department Awards, including "Superintendent's Award of Valor" and Latin American Police Association "Award of Valor", "President's Award" and "Man of the Year Award", plus many other recognition and appreciation certificates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby congratulate Commander Esmagde Noel Cristia for his devoted dedication to the citizens of Chicago and for all of his outstanding achievements, and in that regard do hereby declare that Thursday, August 28, 1997, be known as "Commander Cristia Day in Chicago".

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Commander Esmagde Noel Cristia.

Presented By

ALDERMAN HOLT (5th Ward):

TRIBUTE TO LATE MRS. SALLY JEAN ROSS PRYOR.

WHEREAS, Sally Jean Ross Pryor, who resided at 7533 South Ellis Avenue in Chicago's 5th Ward, was dedicated to serving others and working for the betterment of her community; and

WHEREAS, Sally Pryor's contribution to society included her diligent service as an employee of the University of Illinois at Chicago and active leadership in the American Federation of State, County and Municipal Employees; and

WHEREAS, Sally Pryor was a loving wife, married to Nathaniel Pryor for thirty-eight years, a devoted and caring mother to their only child, Gregory Pryor, and a pillar for her entire family; and

WHEREAS, Sally Pryor, who always loved to help others, provided her time, talents and energy to many organizations, including the Chatham Chapter of the A.A.R.P., where she served as a program chairman; and

WHEREAS, Sally Pryor made her passage from this world on August 15, 1997; now, therefore,

Be It Resolved, That the citizens of the 5th Ward do hereby honor the life of Sally Jean Ross Pryor and join her family and friends in celebrating her wonderful life; and

Be It Further Resolved, That suitable copies of this resolution be presented to Sally Pryor's family to treasure as much as we all treasured her.

**RECOGNITION EXTENDED TO MR. RODNEY J. BAKER
FOR HIS COMMITMENT AND DEDICATION TO
EDUCATION.**

WHEREAS, Rodney J. Baker began his career with the Chicago Public Schools in 1976 at Neal Elementary School, in Chicago, Illinois and has resided in the 5th Ward for over thirty years; and

WHEREAS, Rodney J. Baker has been an exemplary and outstanding teacher at the Chicago Vocational High School for over twelve years; and

WHEREAS, Rodney J. Baker has demonstrated his continuing commitment to create and implement effective programs for students at the Chicago Vocational High School; and

WHEREAS, Rodney J. Baker served on the Art Institute of Chicago's Teacher Advisory Panel for the year of 1995 -- 1996 and provided invaluable input to the creation of programs and resources for educators and students of the panel; and

WHEREAS, Rodney J. Baker helped over eighty percent of the students in his art class receive scholarships of merit for college in the 1996 -- 1997 school year which amounted in a total of One Hundred Sixty Thousand Dollars; and

WHEREAS, Rodney J. Baker's hard work and dedication has earned him the respect and admiration of his colleagues and enabled him to enrich the lives of his students in countless ways; now, therefore,

Be It Resolved, That we, Alderman Barbara Holt and the citizens of the 5th Ward, do hereby honor Rodney J. Baker; and

Be It Further Resolved, That we congratulate and join him in celebrating making children successful which is one of his many goals; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Rodney J. Baker and Chicago Vocational High School.

Presented By

ALDERMAN STEELE (6th Ward):

TRIBUTE TO LATE MRS. JEWELL BRANCH HOLMES.

WHEREAS, God in his infinite wisdom and judgment has called to her eternal reward Jewell Branch Holmes, beloved citizen, friend and public servant; and

WHEREAS, Born in Chicago August 17, 1928, the former Jewell Branch attended Felsenthal Elementary School and graduated from Wendell Phillips High School in 1946. That same year she married her high school sweetheart, Holdon H. Holmes, Jr., and their blessed union prospered and endured some forty years, until his death in 1986; and

WHEREAS, Jewell B. Holmes was a loving mother and a homemaker until 1965, when she found employment as a welfare attendant for the Chicago Board of Education. Her twenty-five year career took her to various schools. Her longest assignment was at Nightingale Elementary School, where she devotedly worked with children with special needs. She retired in 1990; and

WHEREAS, A deeply religious person who reached out and touched many lives, Jewell B. Holmes was a longtime parishioner of Saint Dorothy Catholic Church. She leaves to cherish her memory two sons, Holdon H. Jr. and Harlan H.; a daughter, Judith Yvonne; one granddaughter, Daria Alexis-Jewell; a sister, Helen Johnson; 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 tenth day of September, 1997, A.D., do hereby express our sorrow on the passing of Jewell Branch Holmes and extend to her family and friends our deepest sympathy.

TRIBUTE TO LATE MR. JAMES SYLVESTER SCOTT, JR.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal reward James Sylvester Scott, Jr., beloved citizen, and friend; and

WHEREAS, Born in Chicago October 24, 1961, James Sylvester Scott, Jr. was a lifelong member of Saint Phillips Lutheran Church and graduated from Park Manor Elementary and Chicago Vocational High Schools. He also attend Illinois Institute of Technology; and

WHEREAS, James Sylvester Scott, Jr. joined the United States Matine Corps in 1984, where he served his country honorably and faithfully for almost ten years, achieving the rank of staff sergeant. He later was a clerk with the United States Post Office in Chicago; and

WHEREAS, James Sylvester Scott, Jr. was a loving and caring person. He leaves to cherish his memories his wife, Debra; two sons, James and Charley; his parents, James, Sr., and Carrie; one brother, Kenneth; two sisters, Annetta (Stephen) Wiggins and Vivian (Darwin) Wilson; 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 tenth day of September, 1997, A.D., do hereby express our sorrow on the passing of James Sylvester Scott, Jr. and express 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 James Sylvester Scott, Jr.

TRIBUTE TO LATE MR. NELSON ESTILL WOODLEY.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal reward Nelson Estill Woodley, beloved citizen, friend, teacher and musician, August 7, 1997; and

WHEREAS, Born March 3, 1901, in Nevada, Missouri, Nelson Woodley attended schools in Salinas, Kansas and in 1925 graduated from the University of Kansas. His teaching career, which he began in Gary, Indiana, in 1928, was to be long and productive and he became a teacher of immense scope and intelligence. From 1930 until his retirement in 1972, Nelson Woodley was an exemplary science teacher who broadened the horizons of generations of students of Chicago's Wendell Phillips and DuSable High Schools; and

WHEREAS, In 1938, Nelson Woodley received his Master of Arts in Education from the University of Chicago. Over the years, he expanded his own experience through educational studies at the University of London, the University of Paris, and the Alliance Francaise and brought that experience to the grateful students in his classrooms; and

WHEREAS, A member of Saint Edmond's Episcopal Church for some fifty years, Nelson Woodley was a featured soloist with Saint Dunston's Choir of Saint Edmund's where over the years his melodious and eloquent baritone inspired many of his fellow parishioners. He was not only an excellent singer but also a staunch supporter of Lyric Opera of Chicago, and other cultural organizations, and took a vital part in Chicago's civic scene as well, also, through his adult life he remained an active member of Alpha Phi Alpha fraternity and was a man of many friends; and

WHEREAS, Nelson Woodley married the former Louise Ladmirault Easton in 1930, and their sixty-seven year union exemplified the strength, solidity and sheer beauty of married life. He leaves to celebrate his life, his wife; a sister, Lisa Byron; nephews, John E. Washington, M.D. and Harold Washington, D.D.S.; a niece, Frances P. Hodges; other relatives; his extended family at Saint Edmund's Episcopal Church; and many loving and caring friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby express our sorrow on the death of Nelson Estill Woodley and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Nelson Estill Woodley and family.

*CONGRATULATIONS EXTENDED TO
MR. RUSSELL H. BLACKBURN ON
HIS SIXTIETH BIRTHDAY.*

WHEREAS, Russell Blackburn, an enthusiastic, active and much-loved resident of Chicago's great south side celebrated his sixtieth birthday, August 14, 1997; and

WHEREAS, A native of Illinois, this fine gentlemen was an industrious and creative individual as a child. At a young age he made scooters and skates for his friends and himself. Russell started selling the *Chicago Defender* newspaper at the age of nine on Saturday mornings. Within a year he had a weekly newspaper route and an enormous increased newspaper subscriptions which earned him a J.C. Higgins bicycle; and

WHEREAS, Russell attended Burke Elementary School, Hyde Park High School and the Art Institute of Chicago. He enlisted in the United States Air Force in 1954. Russell received an honorable discharge after serving five years. Russell is a professional driver who has been employed by the C.T.A., Railway Express, Santa Fe Railroad, Willett Bus Company and his present position is with the United States Postal Service as a tractor trailer operator; and

WHEREAS, In 1981, Russell enlisted into the United States Army Reserves to complete twenty years of service. On July 13, 1997, Russell attended his last drill at Fort Sheridan retiring with the rank of staff sergeant; and

WHEREAS, Russell is an original member of the Sno-Gophers Ski Club and is presently an active member of The Gang Ski and Travel Club with whom he travels extensively. Besides enjoying the snow caps, Russell is an excellent gourmet cook and is known as "Chef Le Russell" by his family members and many friends; and

WHEREAS, Russell H. Blackburn represents the strength and solidity of family life, friendship and the virtue of being a good neighbor, and celebrated this great occasion with his family and his many friends and neighbors; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our heartiest congratulations to Russell H. Blackburn as he celebrated his sixtieth birthday on August 16, 1997, and extend to this fine citizens 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 Russell H. Blackburn.

Presented By

ALDERMAN BEAVERS (7th Ward):

**CONGRATULATIONS EXTENDED TO MRS. PAULINE JENKINS
ON HER EIGHTIETH BIRTHDAY.**

WHEREAS, Her family, many friends and admirers gathered September 6, 1997, at Providence Annex, 8401 South Ashland, to pay tribute to Pauline Jenkins, one of Chicago's most beloved and respected citizens; and

WHEREAS, The Chicago City Council has been informed of this milestone birthday by Alderman William M. Beavers; and

WHEREAS, Pauline married her childhood sweetheart, James Jenkins on September 6, 1935 and unto this union they had three children; one son, Donald; and two daughters, Audrey and Sheila; and

WHEREAS, A native of Mississippi, Pauline came to Chicago and has been a resident of Chicago's great 7th Ward for over a decade. Pauline is known throughout her neighborhood as a caring and loving person. Pauline has been the Church Mother of the Friendly Temple Church of God and Christ for over fifteen years. She is the president of the 81st Street and Manistee Block Club. Pauline believes in being politically involved and for that reason she is a Regular Democratic Judge; coordinator and allows her home to be used as a polling place during political elections. Her active role, as well as her husband's James Jenkins, before his death, serves as a positive example committed to making her neighborhood a better place to live for the four generations of her family. She is a loving, caring matriarch with a strong work ethic. Over the years, Pauline has demonstrated the ability to bring serenity to many community situations; and

WHEREAS, Pauline celebrated this joyous occasion with her sister, Lena Thames; daughters, Audrey Harris, Sheila McKinney; son, Donald Jenkins; four grandchildren, Vicki, Bene, Bruce Omari and Jada; four great-grandchildren, Sukhari, Tene, Michael and Jayce; and a host of family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D.,

do hereby extend our congratulations to Pauline Jenkins as she celebrates her eightieth birthday in a life of great productivity and generosity, and we extend to this fine citizen our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Pauline Jenkins.

CONGRATULATIONS EXTENDED TO MRS. EVA D. MCKINNON ON
RECEIPT OF 1997 PILGRIM BAPTIST CHURCH LIFETIME
ACHIEVEMENT AWARD AND SEPTEMBER 6, 1997
DECLARED "EVA D. MCKINNON DAY
IN CHICAGO".

WHEREAS, On Saturday, September 6, 1997, her many friends and admirers gathered at DuSable Museum to pay tribute to Mrs. Eva D. McKinnon, the noted educator selected to receive the 1997 Pilgrim Baptist Church Lifetime Achievement Award; and

WHEREAS, In an outstanding career dedicated to nurturing young students toward responsible and productive citizenship, Eva D. McKinnon has served as instructor and administrator. In addition to her inspiring classroom work, she was Director of the South Chicago and Trumbull Park Head Start Programs; she had been a dedicated P.T.A. member at J. N. Thorp and Philip Sheridan Elementary Schools; she has served on several advisory boards, including that of the Illinois Department of Human Services; and her tireless energy has extended beyond education. In 1986 she founded the Pilgrim Baptist Church of South Chicago Feeding Program, a holistic ministry which has provided food, clothing and social services to over fifty thousand deserving citizens. This model program is enthusiastically supported by her church, her grateful community, her family, as well as the University of Chicago and Ameritech; and

WHEREAS, Now, seventy-five years young, Eva D. McKinnon and her late husband raised four children. Today, two are teachers, one is an engineer and one is chief executive officer of a company. She is a loving parent with Christian spirit, and her successes have received nationwide respect. At her retirement she received congratulatory letters from President Ronald Reagan, Governor James Edgar, her Congressional leaders and The Honorable William M. Beavers, alderman of the South Chicago neighborhood where she resided these past fifty years; and

WHEREAS, Eva D. McKinnon represents the highest standards of public service and has been honored by the State of Illinois Commission on

Delinquency and Prevention, South Chicago Community Services, S.C.O.P.E., C.O.R.E., and numerous other organizations; and

WHEREAS, The leaders of this great City are cognizant of the great debt owed to those in whose capable hands we place our most valued resource, our youth; 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 gratitude and congratulations to Mrs. Eva D. McKinnon, recipient of the 1997 Pilgrim Baptist Church Lifetime Achievement Award, and in that regard do hereby declare that Saturday, September 6, 1997, be known throughout the City as "Eva D. McKinnon Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Eva D. McKinnon.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MR. WALTER SCOTT HARRIS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Walter Scott Harris, beloved citizen and friend, August 20, 1997; and

WHEREAS, Born in Alabama May 16, 1914, Walter S. Harris, lovingly named "Scotty", was raised and educated there. In 1933 he was joined in holy matrimony to the former Marie Poole; their union yielded one son, Walter S., Jr. and one daughter, Mary Marie. His wife and son preceded him in death; and

WHEREAS, Walter S. Harris moved to Chicago in 1941 and resided here for the rest of his long and productive career. A graduate of Phillips Service Systems of Detective Training, he also worked at Polo Produce as an electrician. Noted as a "genius" at mechanics and carpentry, he later worked as a stationary engineer at International Springs until he retired. A deeply religious person, he was a vital member of Liberty Baptist Church and worked devotedly for over forty years as a gospel chorus member and church-school teacher; and

WHEREAS, In 1993, Walter S. Harris was joined in holy matrimony with the former Dr. (Minister) Renee A. LaCour. He leaves to celebrate his long and rich life his loving wife; one son, Walter "Lil' Scotty" Hartley; two daughters, Mary Marie and "Judy"; a "special daughter", Darnetta Hartley; two brothers, William (Mattie) and Henry "Hank" (Tharrie); four stepchildren, Gregory Lee, Eric (Juliette) Lee, Robin Lee and Andrea (Pres) Lee-Harris; a special step-granddaughter, Ja'Mia Renee whom he affectionately called "granny"; one niece, Ollie Poole; one nephew, Attorney Joseph Harris; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby express our sorrow on the passing of Walter S. "Scotty" Harris and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Walter S. Harris and family.

TRIBUTE TO LATE BISHOP SHEPARD LITTLE.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal reward Bishop Shepard Little, whose career in the ministry extended well over fifty years; and

WHEREAS, Born in Alabama June 19, 1923, Shepard Little moved to Chicago with his family at the age of six, and was raised and educated here. He served his country honorably in the United States Navy during World War II, and upon his discharge resumed his religious education at Moody Bible Institute. He later organized the King of Glory Tabernacle Church of God in Christ on Chicago's great west side and extended its ministries to people throughout Chicagoland. In 1970 the church was relocated to the city's southeast side, where Bishop Little's ministries continued to flourish and inspire; and

WHEREAS, Among Bishop Shepard Little's numerous ministerial credits are his radio ministry which lasted over twenty years, his role as district superintendent which lasted beyond three decades, along with tenures as chairman of the State Elders Council and Ordination Boards, and as a faculty member at Robert /Mason Bible Institute of Illinois. In 1974, he received his Doctor of Divinity degree from Trinity Hall College and Seminary, and in 1989 he celebrated fifty years in the ministry; and

WHEREAS, In 1995, Bishop Shepard Little was appointed prelate for the Illinois First Jurisdiction, and during his administration he established many enduring programs for the poor and needy, and for children. He also organized and chaired an interfaith alliance -- the Coalition of Religious Leaders in Illinois which led to the re-designation of the Calumet Expressway as "Bishop Louis Henry Ford Memorial Freeway"; and

WHEREAS, His wife, the former Elnora B. Crowe, and his son, Aaron Christopher Little, having preceded him in death, Bishop Shepard Little leaves to celebrate his life two sisters, Beatrice Little (Elder Emmanuel Little, Sr.) and Zella Mae Newton; two brothers, Milton and Otis; and a host of other relatives and friends, including his extended family at King of Glory Tabernacle Church of God in Christ and at First Jurisdiction of Illinois; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby express our sorrow on the passing of Bishop Shepard Little and extend to his family, friends and followers our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Bishop Shepard Little.

TRIBUTE TO LATE MR. WILLIE J. MILLER.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal reward Willie J. "Bill" Miller, beloved citizen and friend, and a prominent business figure on Chicago's south side for many years; and

WHEREAS, Born in Mississippi in 1936, Willie J. Miller graduated from high school there and began his career as a mechanical equipment operator at one of the Mueller horticultural farms in Florida, then was promoted to supervisor, and eventually to general foreman of two Mueller farms. After running several businesses, he joined Zenith Corporation in Chicago in 1963 and rose through the ranks from inspector to general foreman and later to assistant superintendent; and

WHEREAS, In 1971, Willie J. Miller purchased his first business, Dixie Dry Cleaners. He later purchased the Wash King Co-op Laundry and in 1972 he was a co-founder of the Chatham Business Association and served as chairman of the board since its inception. Under his dynamic leadership the Chatham Business Association became a constructive organization in the grateful neighborhood; the results of Willie J. Miller's influence insure the continuing prosperity of Chatham; and

WHEREAS, Willie J. Miller came from a large and loving family, and leaves to celebrate his accomplishments his devoted wife, Marcia; their loving son, Willie, Jr.; thirteen of his fifteen brothers and sisters; and many other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby express our sorrow on the passing of Willie J. Miller and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Willie J. Miller and family.

CONGRATULATIONS EXTENDED TO REVEREND
ROBERT E. HARPER ON HIS INSTALLATION
AS PASTOR OF CHRISTIAN MISSIONARY
BAPTIST CHURCH.

WHEREAS, On Sunday, August 24, 1997, his family, many friends and followers will gather to celebrate the installation of the Reverend Robert E. Harper as pastor of Christian Missionary Baptist Church, 132 West 104th Street on Chicago's great south side; and

WHEREAS, Born November 26, 1948, Robert E. Harper was raised on Chicago's southeast side, eventually graduating from J.N. Thorp Elementary and Bowen High Schools, and Moody Bible Institute. He interrupted his education to serve his country honorably in the United States Army, and upon discharge joined the Chicago Transit Authority, where he had a long and successful career from 1971 until his retirement in 1996; and

WHEREAS, A deeply religious man who accepted Christ at an early age, Robert E. Harper was licensed to preach in 1981 and was ordained in 1982. He served as secretary of the Pastors' Conference of Chicago and Vicinity for some thirteen years, and has had a very special involvement with his grateful community, having worked very closely with the alderman's office and with other civic leaders for many years; and

WHEREAS, Reverend Robert E. Harper married his childhood sweetheart, the former Laura J. Vance, in 1973. He celebrates this great occasion with her and with their children, Tammy and Marcus, and with their extended family at Christian Missionary Baptist Church and throughout his community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby extend our heartiest congratulations to the Reverend Robert E. Harper as he is installed as pastor of Christian Missionary Baptist Church and express our best wishes for his continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Reverend Robert E. Harper.

Presented By

ALDERMAN BUCHANAN (10th Ward):

**CONGRATULATIONS EXTENDED TO SOUTH DEERING
BRANCH OF EAST SIDE BANK ON ITS
TWENTIETH ANNIVERSARY.**

WHEREAS, The East Side Bank, a federally insured state bank has established an excellent financial institution serving the communities of East Side, Hegewisch and South Deering; and

WHEREAS, The work force of all of the branches as well as the main office reflect the population of the neighborhoods because of local hiring; and

WHEREAS, The strong support and interest of the East Side Bank is further displayed by their commitment of investment and their participation in local organizations and local community events; and

WHEREAS, The South Deering Branch of the East Side Bank is celebrating their twentieth anniversary in this community, serving the thousands of residents of this community as the only financial institution located in the area; now, therefore,

Be It Resolved, That at the request of Alderman John J. Buchanan, 10th Ward, the Mayor, Richard M. Daley and the members of the City Council join in paying tribute to this great financial institution, the East Side Bank, for their long years of service to the neighborhoods of the 10th Ward, and that a suitable copy of the resolution be prepared and presented to the members of the Oliveri family at a ceremony celebrating the anniversary.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. WILLIAM T. BURY.

WHEREAS, It is with great sadness that the City Council of the City of Chicago has been notified of the passing away of William T. Bury on Thursday, July 17, 1997, at the age of forty-nine; and

WHEREAS, William T. Bury, loving son of Mary (the late Michael) Bury and the late Charles "Red" Powers; and

WHEREAS, William T. Bury, dear brother of James (Marilou), Joseph (Jackie), Ronald Bury, the late Joan Laurencell and the late Michael Bury, Jr.; stepbrother of Charles, Jr. (Marie) Powers, Pat (John) Laurencell, David (Denise) Powers, Robert (Pam) Powers, James Powers, Arlene (Cliff) Whitehouse, Cathy (Phil) Whitehouse, Thomas (Dolly) Medeiros and Norman (Wendy) Medeiros; and

WHEREAS, William T. Bury, beloved uncle and great-uncle to many nieces and nephews; and

WHEREAS, Devoted son and brother, a loyal friend to many and a good neighbor to all, William T. Bury 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 tenth day of September, 1997, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late William T. Bury; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of late William T. Bury.

TRIBUTE TO LATE MRS. ALICE H. GRIGONIS.

WHEREAS, It is with great sadness that the City Council of the City of Chicago has been notified of the passing away of Alice H. Grigonis, nee Skrabis, on Sunday, August 17, 1997, at the age of eighty-four; and

WHEREAS, Alice H. Grigonis, beloved wife of the late Bernard J. Grigonis; and

WHEREAS, Alice H. Grigonis, loving mother of Judith (John) Cronin and Kathleen Grigonis; and

WHEREAS, Alice H. Grigonis, fond grandmother of Marie Lisa (William) Rogers, Jillian, Jennifer, Jeffrey and Jonathan; and

WHEREAS, Devoted wife and mother, a loyal and cherished friend of many and a good neighbor to all, Alice H. Grigonis 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 tenth day of September in 1997, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Alice H. Grigonis; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Alice H. Grigonis.

TRIBUTE TO LATE MRS. MARGERY A. KING.

WHEREAS, It is with great sadness that the City Council of the City of Chicago has been notified of the passing away of Margery A. King on Sunday, August 3, 1997, at the age of eighty; and

WHEREAS, Margery A. King, dearly beloved wife of the late John H. King; and

WHEREAS, Margery A. King, devoted mother of Judith (John) Munnich, Carol (Gene) Burklow and John J. (Denise) King; and

WHEREAS, Margery A. King, loving grandmother of eleven and great-grandmother of two; and

WHEREAS, Margery A. King, dear sister of Hazel (the late Bert) Dalmer; and

WHEREAS, Margery A. King, fond sister-in-law and aunt to many; and

WHEREAS, Margery A. King, lifetime member of Nativity of Our Lord Church, Altar and Rosary Society and Nativity Seniors; and

WHEREAS, Devoted wife and mother, a loyal and cherished friend of many and a good neighbor to all, Margery A. King will be greatly missed and fondly remembered by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this tenth day of September in 1997, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Margery A. King; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Margery A. King.

TRIBUTE TO LATE MR. PETER KLADIS.

WHEREAS, It is with great sadness that the City Council of the City of Chicago has been notified of the passing away of Pete Kladis on Tuesday, July 29, 1997, at the age of sixty-seven; and

WHEREAS, Pete Kladis, beloved husband of Sophie; and

WHEREAS, Pete Kladis, devoted father of Diana (Thomas) McNaughton, Denny, Sam (Memer) and Michael; and

WHEREAS, Pete Kladis, dear brother of Nick (the late Mary), Dee (Nick) Kriadis, and Sophie (Steve) Barzelis; and

WHEREAS, Pete Kladis, fond uncle of many nieces and nephews; and

WHEREAS, Pete Kladis, friend and mentor to countless youngsters; and

WHEREAS, Pete Kladis, known for his good natured spirit and compassionate nature, a man who truly never met a stranger in his life; and

WHEREAS, Devoted husband and father, loyal and cherished friend of many and a good neighbor to all, Pete Kladis will be greatly missed and fondly remembered by his many family members, friends and associates, both in Arizona and the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this tenth day of September in 1997, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Pete Kladis; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Pete Kladis.

TRIBUTE TO LATE MR. JOSEPH P. MATTIS.

WHEREAS, It is with great sadness that the City Council of the City of Chicago has been notified of the passing away of Joseph P. Mattis on Friday, July 18, 1997, at the age of eighty-two; and

WHEREAS, Joseph P. Mattis, loving husband of Sue, nee Mazenis; and

WHEREAS, Joseph P. Mattis, dear father of Robert (Linda); and

WHEREAS; Joseph P. Mattis, proud grandfather of Stephen; and

WHEREAS, Joseph P. Mattis, veteran of World War II; and

WHEREAS, Devoted father and husband, loyal and cherished friend of many and a good neighbor to all, Joseph P. Mattis 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 tenth day of September in 1997, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Joseph P. Mattis; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Joseph P. Mattis.

TRIBUTE TO LATE MR. BRIAN D. MCCORMICK.

WHEREAS, It is with great sadness that the City Council of the City of Chicago has been notified of the passing away of Brian D. McCormick on Wednesday, July 23, 1997, at the age of forty-three; and

WHEREAS, Brian D. McCormick devoted father of Brian, Matt and Dennis; and

WHEREAS, Brian D. McCormick, dear brother of Michael (Sylvia), William "Terry", Kevin, C.F.D. (Sheila), Mary (William, C.F.D.) Hayes, Sean and James, C.F.D. (Patricia); and

WHEREAS, Brian D. McCormick, fond uncle and great-uncle of many nieces and nephews; and

WHEREAS, Brian D. McCormick, devoted son of the late Eleanor and Michael F. McCormick; and

WHEREAS, Brian D. McCormick, cherished friend of Laura Van Kley; and

WHEREAS, Devoted father, loyal friend to many and a good neighbor to all, Brian D. McCormick 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 tenth day of September, 1997, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Brian D. McCormick; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Brian D. McCormick.

TRIBUTE TO LATE MR. JAMES F. NEVINS.

WHEREAS, It is with great sadness that the City Council of the City of Chicago has been notified of the passing away of James F. Nevins on Wednesday, July 16, 1997, at the age of seventy-four; and

WHEREAS, Mr. James F. Nevins, beloved husband of Margaret "Peggy" A. Nevins (nee Ryan); and

WHEREAS, Mr. James F. Nevins, loving son of James J. Nevins and Agnes Nevins (nee Solan); and

WHEREAS, Mr. James F. Nevins, cherished father of James (Lisa) Nevins, Richard (Colleen) Nevins, Timothy Nevins, Thomas (Barbara) Nevins and Maureen Nevins Carlson; and

WHEREAS, Mr. James F. Nevins, devoted grandfather of James Jordan Nevins, Sarah Nevins, Ashley Nevins, Timothy James O'Brien Nevins,

Brian Nevins, Christina Nevins, Nicolas Nevins, Kevin Carlson, Daniel Carlson, Kris Lundquist, Tara Lundquist and Cheryl Lundquist; and

WHEREAS, Mr. James F. Nevins, dear brother of John Nevins of Lynn, Massachusetts and Marcella Nevins Costin of Swampscott, Massachusetts; and

WHEREAS, Mr. James F. Nevins, World War II veteran, Company M, Third Battalion, 232nd Infantry Regiment, 42nd (Rainbow) Division; and

WHEREAS, A devoted husband and father, loyal and cherished friend of many and a good neighbor to all, James F. Nevins 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 tenth day of September, 1997, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late James F. Nevins; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late James F. Nevins.

TRIBUTE TO LATE MR. PATRICK W. O'CONNOR.

WHEREAS, It is with great sadness that the City Council of the City of Chicago has been notified of the passing away of Patrick W. O'Connor on Sunday, August 17, 1997; and

WHEREAS, Patrick W. O'Connor, dearly beloved husband of the late Evelyn Tucker O'Connor; and

WHEREAS, Patrick W. O'Connor, devoted father of Michael (Shelly), Thomas, and the late Patrick (Geri) O'Connor; and

WHEREAS, Patrick W. O'Connor, loving grandfather of five and great-grandfather of five; and

WHEREAS, Patrick W. O'Connor, veteran of World War II; and

WHEREAS, Patrick W. O'Connor, retired member of Teamsters Local 705; and

WHEREAS, Devoted husband and father, loyal and cherished friend of many and a good neighbor to all, Patrick W. O'Connor 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 tenth day of September in 1997, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Patrick W. O'Connor; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Patrick W. O'Connor.

TRIBUTE TO LATE MRS. MARION SHANNON.

WHEREAS, It is with great sadness that the City Council of the City of Chicago has been notified of the passing away of Marion Shannon (nee O'Keefe) on Monday, July 28, 1997 at the age of sixty-eight; and

WHEREAS, Marion Shannon, dear wife of James F. Shannon; and

WHEREAS, Marion Shannon, beloved mother of Kathleen (Dale, D.D.S.) Rodriguez, Daniel (Anna) Early, Michael (Peggy) Early, Patrick (Mariann) Early, Jamie Shannon; and stepmother of James (Catherine) Shannon; and

WHEREAS, Marion Shannon, cherished grandmother of seven; and

WHEREAS, Marion Shannon, loving sister of Jack (Charlotte), Frank (the late Ginny) O'Keefe, Cecelia (Robert) Twombly, Patricia (Patrick) McGuire, Eugene (Anna) Morris and the late Genevieve O'Keefe, Helen (Jack) Wilson and Catherine (Leonard) Spechl; and

WHEREAS, Marion Shannon, fond aunt and great-aunt of many nieces and nephews; and

WHEREAS, Devoted wife and mother, loyal and cherished friend of many and a good neighbor to all, Marion Shannon 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 tenth day of September in 1997, do hereby extend our deepest condolences and most heartfelt sympathies to the family of the late Marion Shannon; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Marion Shannon.

*CONGRATULATIONS EXTENDED TO MR. CHESTER BULGER
ON HIS EIGHTIETH BIRTHDAY.*

WHEREAS, The City Council of the City of Chicago has been notified of the upcoming eightieth birthday of Chester "Chet" Bulger on Thursday, September 18, 1997; and

WHEREAS, Chester "Chet" Bulger, outstanding athlete, educator, coach and mentor; and

WHEREAS, Chester "Chet" Bulger, tackle for the Chicago Cardinals football team and member of the 1947 World Championship team; and

WHEREAS, Chester "Chet" Bulger, after his retirement from professional football, became a teacher and coach for De La Salle Institute; and

WHEREAS, Chester "Chet" Bulger spent close to thirty-five years at De La Salle, teaching history and biology, and becoming the head football coach and athletic director; and

WHEREAS, Chester "Chet" Bulger was a great influence in the lives of thousands of De La Salle men, many of whom continued to maintain contact with him throughout their lives; and

WHEREAS, Chester "Chet" Bulger, volunteer in the De La Salle Institute Office for Advancement in the Alumni Division, where he continues his lifelong dedication to the students of De La Salle as he helps raise funds; and

WHEREAS, Just this year, the 1st Annual Chet Bulger Golf Classic was initiated to raise funds for the endowment of the Chet Bulger Scholarship; and

WHEREAS, The eightieth birthday of this extraordinary man, Chester "Chet" Bulger, will be observed on September 20, when his children Dana, Gordon, Cathy, Wendy and Kevin, will host a party for his many family members and friends, including his much loved grandchildren and great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, do

hereby offer our heartiest congratulations to Chet Bulger on the occasion of his eightieth birthday, and extend to him our best and warmest wishes for continued health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Chet Bulger.

*CONGRATULATIONS EXTENDED TO ROBERT AND
ELIZABETH DRAGON ON THEIR FIFTIETH
WEDDING ANNIVERSARY.*

WHEREAS, Robert and Elizabeth Dragon celebrated their fiftieth wedding anniversary on September 6, 1997; and

WHEREAS, Robert George Dragon and the former Elizabeth Marie Smith first met through the "Traveler's Club" and later took their marriage vows on September 6, 1947, at Saint Anthony's Church; and

WHEREAS, Their fifty years of married life have produced a loving and close family, consisting of their children, James, Alison and Robert; and

WHEREAS, Throughout their children's youth, Robert and Elizabeth worked hard to provide them with a loving and supportive environment Robert as a father and an electrician, and Elizabeth as a mother, homemaker and an office worker; and

WHEREAS, Robert and Elizabeth Dragon are lifelong residents of Chicago's Bridgeport community located in the 11th Ward; and

WHEREAS, The family of Robert and Elizabeth Dragon has grown to include their grandchildren, Ryan, Jason, Jimmy, Anthony, Alexander and Elizabeth; and

WHEREAS, Robert and Elizabeth Dragon have passed fifty years of marriage in loving and consistent devotion to one another, truly exemplifying the spirit of the Sacrament of Marriage, and serving as a model of inspiration to their children; and

WHEREAS, Robert and Elizabeth Dragon are richly deserving of the fond and warm wishes of all who know them as they mark the marital milestone of their fiftieth anniversary; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered here this tenth day of September in 1997, do hereby extend our heartiest congratulations to Robert and Elizabeth Dragon upon the golden anniversary of their marriage, and join their friends and family members in wishing them many, many more years of happiness together; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Robert and Elizabeth Dragon.

*CONGRATULATIONS EXTENDED TO MR. JOHN GLENNON, SR.
ON HIS RETIREMENT FROM METROPOLITAN PIER
AND EXPOSITION AUTHORITY.*

WHEREAS, The City Council of the City of Chicago has been notified of the impending retirement of John Glennon, Sr. from the Metropolitan Pier and Exposition Authority on Tuesday, September 30, 1997, after twenty-seven years of service; and

WHEREAS, The initial hiring of John Glennon, Sr. by the Authority in 1970 coincided with the start of construction of the new McCormick Place, now known as the East Building or Lakefront Center; and

WHEREAS, For the next twenty-seven years, John Glennon, Sr. steadily rose in the employment of the authority from operating engineer, to chief engineer, to assistant director of building operations, and finally, assistant director of operations/Navy Pier development superintendent; and

WHEREAS, John Glennon, Sr. oversaw many critical projects in the development and expansion of McCormick Place and Navy Pier, including the Historic Head House restoration project at the Pier and the planning of the piping installation linking all Metropolitan Pier and Exposition Authority buildings, which included tunneling beneath Lake Shore Drive; and

WHEREAS, In his capacity as assistant director of building operations, John Glennon, Sr. assisted in the care and maintenance of the McCormick Place complex, a facility that is composed of three buildings with a combined square footage of over six million, which draws approximately one million five hundred thousand visitors annually; and

WHEREAS, Born and raised in Chicago, John Glennon Sr. was a veteran of the Korean War, having served as a member of the United States Army Airborne; and

WHEREAS, Throughout his career, John Glennon Sr. received the unqualified support of his wife of forty-two years, Patricia, as well as that of their five children, Kathy, Mary, Laura, Susie and John, Jr.; and

WHEREAS, The many friends, family members and colleagues of John Glennon, Sr. will gather at the Martinique Restaurant in Evergreen Park, Illinois, on Sunday, September 21, 1997, for a retirement gala in honor of John Glennon, Sr. and his innumerable contributions to the Metropolitan Pier and Exposition Authority; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered here this tenth day of September in 1997, do hereby extend our heartiest congratulations to John Glennon, Sr. upon his retirement from the Metropolitan Pier and Exposition Authority and offer him our very best wishes for success in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available to John Glennon, Sr.

CONGRATULATIONS EXTENDED TO MRS. JOSEPHINE JANELLI
ON HER NINETIETH BIRTHDAY.

WHEREAS, It is with great happiness that the City Council of the City of Chicago is hereby notified that Josephine Janelli will celebrate her ninetieth birthday on Sunday, September 14, 1997; and

WHEREAS, The former Josephine Baio was born September 14, 1907, in Saint Angelo, Italy, and immigrated with her family to the United States at the age of twelve; and

WHEREAS, Josephine Janelli settled in Chicago's Bridgeport community, attending Mark Sheridan School and becoming a faithful and lifelong parishioner of All Saints/Saint Anthony Parish; and

WHEREAS, Josephine Janelli, dearly beloved wife of the late John Janelli for forty-five years; and

WHEREAS, Josephine Janelli, loving and devoted mother of Marian Guccione; and

WHEREAS, Josephine Janelli, fond grandmother of Mariangela Hlis, Josephine Coglianese and Joseph Guccione; and

WHEREAS, Josephine Janelli, proud great-grandmother of five; and

WHEREAS, Josephine Janelli worked hard all of her life to provide her family with a loving and supportive environment, while at the same time holding employment with Wilson and Company, the Cook County Hospital, the Chicago Park District and Sarah's Steaks; and

WHEREAS, Josephine Janelli, member, All Saints/Saint Anthony's Altar and Rosary Society and the Mark White V.F.W. 6860 Ladies Auxiliary; and

WHEREAS, Devoted wife and mother, loyal and cherished friend to many and a good neighbor to all, Josephine Janelli is richly deserving of the many fond and warm wishes of all who know and love her as she marks the ninetieth anniversary of her birth; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September in 1997, do hereby extend our heartiest congratulations and happiest birthday wishes to Josephine Janelli upon the occasion of her ninetieth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Josephine Janelli.

**CONGRATULATIONS EXTENDED TO JIM AND D.D. KROULAUDIS
ON THEIR THIRTY-FIFTH WEDDING ANNIVERSARY.**

WHEREAS, Jim and D. D. Kroulaidis celebrated their thirty-fifth wedding anniversary August 11, 1997; and

WHEREAS, Jim Kroulaidis and the former D. D. Dybala were married on August 11, 1962, at Nativity of Our Lord Church located in Chicago's 11th Ward; and

WHEREAS, Their thirty-five years of married life have produced a loving and close family, consisting of their children: Jacquelyn, Janeen, John, Jr. and Joseph; and

WHEREAS, Throughout their children's youth, Jim and D. D. worked hard to provide them with a loving and supportive environment; and

WHEREAS, Lifelong residents of the 11th Ward's Bridgeport community, Jim and D. D. are devout members of Nativity of Our Lord Parish; and

WHEREAS, The family of Jim and D. D. Kroulaidis has grown to include their son-in-law, Darryl and their grandson, Justin; and

WHEREAS, Jim and D. D. Kroulaidis have passed thirty-five years of marriage in loving and consistent devotion to one another, truly exemplifying the spirit of the sacrament of marriage, and serving as a model of inspiration to their children; and

WHEREAS, Jim and D. D. Kroulaidis are richly deserving of the fond and warm wishes of all who know them as they mark the marital milestone of their thirty-fifth anniversary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September in 1997, do hereby extend our heartiest congratulations to Jim and D. D. Kroulaidis upon the thirty-fifth anniversary of their marriage, and join their friends and family members in wishing them many, many more years of happiness together; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Jim and D. D. Kroulaidis.

*GRATITUDE EXTENDED TO MR. LAWRENCE PIERCE,
MS. MARIA STAINBROOK AND MR. GERALD R.
STAINBROOK FOR THEIR COMMUNITY
INVOLVEMENT AND SUPPORT OF
CHICAGO ALTERNATIVE
POLICING STRATEGY.*

WHEREAS, The Chicago Alternative Policing Strategy, also known as C.A.P.S., is a dynamic partnership among police, city agencies and community residents, which seeks to tackle crime before it occurs in the streets of Chicago's neighborhoods; and

WHEREAS, The C.A.P.S. Program in Chicago has proven to be so successful that it is regarded as one of the finest community policing efforts in the United States; and

WHEREAS, Chicago's 9th Police District, which encompasses the entire 11th Ward in Chicago, has an outstanding C.A.P.S. organization, with strong and reliable participation from residents in all of the beats; and

WHEREAS, Three 9th District C.A.P.S. participants, Lawrence Pierce, Maria Stainbrook and Gerald R. Stainbrook, were on a routine C.A.P.S. patrol in the early morning hours of Sunday, July 27, 1997, when they observed several individuals spray painting graffiti on a viaduct located in the 11th Ward; and

WHEREAS, The quick action taken by C.A.P.S. participants Lawrence Pierce, Maria Stainbrook and Gerald R. Stainbrook upon witnessing the graffiti crime in progress resulted in the apprehension of two suspects; and

WHEREAS, By becoming involved, these C.A.P.S. participants became part of the successful C.A.P.S. equation which combines help from residents with professional crime fighting expertise to produce safer, stronger neighborhoods; and

WHEREAS, C.A.P.S. participants Lawrence Pierce, Chairman of Beat 935, and Maria Stainbrook and Gerald R. Stainbrook, of Beat 934, are to be highly commended for their part in contributing to the ongoing success of the C.A.P.S. program in the 9th District and in Chicago's 11th Ward; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, do hereby extend our heartiest thanks and sincere appreciation to Lawrence Pierce, Maria Stainbrook and Gerald R. Stainbrook for their courageous efforts to stop crime in their community through involvement in the Chicago Alternative Policing Strategy; and

Be It Further Resolved, That suitable copies of this resolution be made available to Lawrence Pierce, Maria Stainbrook and Gerald R. Stainbrook.

**CONGRATULATIONS EXTENDED TO MR. JERRY TOKARS
ON HIS RETIREMENT FROM DE LA SALLE INSTITUTE.**

WHEREAS, The City Council of the City of Chicago has been notified of the retirement of longtime De La Salle Institute faculty member Jerry Tokars; and

WHEREAS, Jerry Tokars, De La Salle class of 1951; and

WHEREAS, Jerry Tokars, dedicated basketball coach and faculty member of De La Salle Institute for more than forty years; and

WHEREAS, Jerry Tokars began his career at De La Salle Institute in 1956 as a teacher and coach of the freshman/sophomore basketball team; and

WHEREAS, During his four years as coach, Jerry Tokars accumulated a phenomenal 102-20 record; and

WHEREAS, Jerry Tokars later amassed twenty-two years as the Varsity Meteor Basketball coach, finishing with a record of 425-158; and

WHEREAS, Jerry Tokars led the 1976 -- 1977 Meteors to the "Final Four" in the Illinois High School Association (I.H.S.A.) Tournament finishing third in the state; and

WHEREAS, Jerry Tokars, member of the I.H.S.A. Hall of Fame, the Lewis University Hall of Fame and De La Salle Institute's Hall of Fame; and

WHEREAS, Jerry Tokars continues his lifelong love of teaching and coaching at Moraine Valley Community College where he is a part-time teacher and head coach of the men's basketball team; and

WHEREAS, Jerry Tokars is highly deserving of the best and warmest wishes and gratitude of the countless De La Salle men who he has helped in his four decades of service to the Institute; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this tenth day of September in 1997, do hereby extend heartiest congratulations to Jerry Tokars, a De La Salle legend upon his retirement after more than forty years of teaching and coaching; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Jerry Tokars.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MR. HECTOR N. AZUARA.

WHEREAS, God in his infinite wisdom has called Hector N. Azuara 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 Gabriela; loving father of Hector and Sarah; beloved son of Irma and Hector; fond son-in-law of Martha and Raul Lopez; dear brother of Clara, Michele and Carlos; and fond uncle of many nieces and nephews, Hector N. Azuara 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 tenth day of September, 1997, do hereby express our sorrow on the death of Hector N. Azuara 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 Hector N. Azuara.

TRIBUTE TO LATE MRS. LENA BAUR.

WHEREAS, God in his infinite wisdom has called Lena Baur 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 Emil; loving mother of Mary Ann and James; fond sister of Rose and late Tom, late Sam, late Art, late Josie and the late Edward; cherished grandmother of George, Francesca, Anthony and Emilio, Jenny and James; and four dear great-grandchildren, Lena Baur 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 tenth day of September, 1997, do hereby express our sorrow on the death of Lena Baur 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 Lena Baur.

TRIBUTE TO LATE MR. TIMOTHY J. CALLAHAN.

WHEREAS, God in his infinite wisdom has called Timothy J. Callahan 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 Florence; loving father of Mary Ann; and fond uncle of many nieces and nephews, Timothy J. Callahan 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 tenth day of September, 1997, do hereby express our sorrow on the death of Timothy J. Callahan 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 Timothy J. Callahan.

TRIBUTE TO LATE MRS. CATHERINE F. COUGHLIN.

WHEREAS, God in his infinite wisdom has called Catherine F. Coughlin 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 James P., Sr.; loving mother of James Jr., Richard and David Sr.; dearest grandmother of Dawn Marie, Denise Ann, Debra, Richard Jr., Brian, Ellen, John, Paul, David Jr. and Patrick Michael; and great-grandmother of many; dear sister of James, Anne, John, Mary and the late Margaret and Helen; and fond aunt of many nieces and nephews, Catherine F. Coughlin 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 tenth day of September, 1997, do hereby express our sorrow on the death of Catherine F. Coughlin 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 Catherine F. Coughlin.

TRIBUTE TO LATE MRS. ANNE L. DESKOVICH.

WHEREAS, God in his infinite wisdom has called Anne L. Deskovich 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 James; loving mother of Patricia, Mary, Betsy, Peter and Joseph; dear grandmother of Ann, James, David, William, Michael, William, Adam, Ann, Daniel and Patricia Ann and Jacqueline; fond sister of Paul and Edward Wenzel, Jane Felker and the late Sister Peter Claver; and hospital sisters of Saint Francis, Joseph Wenzel, Esther Wright and James Wenzel, Anne L. Deskovich 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 tenth day of September, 1997, do hereby express our sorrow on the death of Anne L. Deskovich 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 Anne L. Deskovich.

TRIBUTE TO LATE MR. GEORGE DUBINA.

WHEREAS, God in his infinite wisdom has called George Dubina 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 Dorothy; loving father of George and Gary; brother of Mildred and James; and fond grandfather of two, George Dubina 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 tenth day of September, 1997, do hereby express our sorrow on the death of George Dubina 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 George Dubina.

TRIBUTE TO LATE MRS. LORETTA M. HUTCHINGS.

WHEREAS, God in his infinite wisdom has called Loretta M. Hutchings 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 dearest daughter of the late John and Emma; loving sister of Florence and the late Eleanor and Thomas; and aunt and great-aunt of many nieces and nephews, Loretta M. Hutchings 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 tenth day of September, 1997, do hereby express our sorrow on the death of Loretta M. Hutchings 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 Loretta M. Hutchings.

TRIBUTE TO LATE MR. JOSEPH A. JANICKITO.

WHEREAS, God in his infinite wisdom has called Joseph A. Janickito 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 fond son of the late Anton and Franciszka; loving brother of Casimir, Stanley and Jean; dearest uncle of Anthony and Karen; and great-uncle of Dana, Jason, Kimberly and Amanda, Joseph A. Janickito 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 tenth day of September, 1997, do hereby express

our sorrow on the death of Joseph A. Janickito and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph A. Janickito.

TRIBUTE TO LATE MRS. NELLIE A. JANKAUSKY.

WHEREAS, God in his infinite wisdom has called Nellie A. Jankausky 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 Casimir R.; loving mother of Robert J.; and dear grandmother of Lisa, Leslie and Stacy, Nellie A. Jankausky 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 tenth day of September, 1997, do hereby express our sorrow on the death of Nellie A. Jankausky and extend to her family and friends our deepest sympathy; and

Be It Furthered Resolved, That a suitable copy of this resolution be presented to the family of Nellie A. Jankausky.

TRIBUTE TO LATE MRS. FRANCES KONIECZKI.

WHEREAS, God in his infinite wisdom has called Frances Konieczki 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 mother of Lucille, Carol, Victor and Marvin; loving grandmother of eighteen; and great-grandmother of twenty-two, Frances Konieczki 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 tenth day of September, 1997, do hereby express our sorrow on the death of Frances Konieczki and extend to her family and friends our deepest sympathy; and

Be It Furthered Resolved, That a suitable copy of this resolution be presented to the family of Frances Konieczki.

TRIBUTE TO LATE MRS. JOAN LALLY.

WHEREAS, God in his infinite wisdom has called Joan Lally 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 Jack; loving daughter of Demerise; devoted mother of Demerise, Joan, Maryellen and Tom; sister of Denise; and grandmother of ten, Joan Lally 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 tenth day of September, 1997, do hereby express our sorrow on the death of Joan Lally 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 Joan Lally.

TRIBUTE TO LATE MRS. CHRISTINE D. LASECKI.

WHEREAS, God in his infinite wisdom has called Christine D. Lasecki 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 Rosemarie; dear grandmother of Maryann, Theresa, Rita, Alice, Thomas, Gregory, James, Margaret, Peter, Angela and the late Jack; dearest great-grandmother of nineteen; dear sister of Stelle and Mabel; also many nieces and nephews, Christine D. Lasecki 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 tenth day of September, 1997, do hereby express our sorrow on the death of Christine D. Lasecki 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 Christine D. Lasecki.

TRIBUTE TO LATE MR. THOMAS F. MCGIVNEY.

WHEREAS, God in his infinite wisdom has called Thomas F. McGivney 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 Rita; devoted father of Reverend Thomas, John, Donna and Robert; dearest grandfather of six; dear brother of James, Anne, Mary, Patrick and the late Andrew and Robert; and fond uncle of many nieces and nephews, Thomas F. McGivney 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 tenth day of September, 1997, do hereby express our sorrow on the death of Thomas F. McGivney 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 Thomas F. McGivney.

TRIBUTE TO LATE MS. KATHERINE MIKOTA.

WHEREAS, God in his infinite wisdom has called Katherine Mikota 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 mother of Dr. Susan; and aunt of many nieces and nephews, Katherine Mikota 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 tenth day of September, 1997, do hereby express our sorrow on the death of Katherine Mikota 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 Katherine Mikota.

TRIBUTE TO LATE MRS. EMILY M. PALUS.

WHEREAS, God in his infinite wisdom has called Emily M. Palus 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 Gerard, Sr.; loving mother of Gerard, Jr.; dearest sister of Ellen and the late James; and aunt of many nieces and nephews, Emily M. Palus 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 tenth day of September, 1997, do hereby express our sorrow on the death of Emily M. Palus 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 Emily M. Palus.

TRIBUTE TO LATE MR. JACK RILEY.

WHEREAS, God in his infinite wisdom has called Jack Riley 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 Siobhan M.; loving father of Sheila; and fond brother of Marie Therese, Jack Riley 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 tenth day of September, 1997, do hereby express our sorrow on the death of Jack Riley 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 Jack Riley.

TRIBUTE TO LATE MR. WALTER P. SEBUCK.

WHEREAS, God in his infinite wisdom has called Walter P. Sebuck 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 Diana, Walter, Jeffrey and the late Gregory; and grandfather of Michael, Dana and Nicole, Kristine, Catherine, Samantha, Elizabeth, Matthew P. Sebuck and the late Douglas, Walter P. Sebuck 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 tenth day of September, 1997, do hereby express our sorrow on the death of Walter P. Sebuck 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 P. Sebuck.

TRIBUTE TO LATE MR. EUGENE R. SEWERYN.

WHEREAS, God in his infinite wisdom has called Eugene R. Seweryn 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 Dolores; loving father of Steven, David, Kevin, Judie, Debbie and Joseph; dear grandfather of thirteen; dearest brother of Virginia, Pahl and Bonnie; and fond son-in-law of Bernice, Eugene R. Seweryn 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 tenth day of September, 1997, do hereby express our sorrow on the death of Eugene R. Seweryn 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 Eugene R. Seweryn.

TRIBUTE TO LATE MS. LYDIA SIDOF.

WHEREAS, God in his infinite wisdom has called Lydia Sidof 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 devoted sister of Elsie, Henry and Rudolph; and aunt of many nieces and nephews, Lydia Sidof 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 tenth day of September, 1997, do hereby express our sorrow on the death of Lydia Sidof 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 Lydia Sidof.

TRIBUTE TO LATE MRS. IRENE R. SURDENIK.

WHEREAS, God in his infinite wisdom has called Irene R. Surdenik 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 John; loving mother of John, William, Carol and Rita; fond grandmother of Christopher, William, Colleen, Allison and David; and dearest sister of the late Edward, Irene R. Surdenik 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 tenth day of September, 1997, do hereby express our sorrow on the death of Irene R. Surdenik 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 Irene R. Surdenik.

TRIBUTE TO LATE MRS. ANGELA VANCHERI.

WHEREAS, God in his infinite wisdom has called Angela Vancheri 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 Angelo; loving mother of Rosetta, Josephine, Concetta, Sam and Joseph; fond grandmother of Doris, Angela, Anthony, Bill, Tom, Brian, Angelo, Anna Marie, Melissa and Mario, Michelle and Angelo; great-grandmother of Francesca, Johnny, Michael and Christina, Samantha and David, Erica and Kelly; also survived and loved by family and friends in Italy, Angela Vancheri 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 tenth day of September, 1997, do hereby express our sorrow on the death of Angela Vancheri 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 Angela Vancheri.

**CONGRATULATIONS EXTENDED TO HARRY AND
AGATHA SEROKA ON THEIR FIFTIETH
WEDDING ANNIVERSARY.**

WHEREAS, Harry and Agatha Seroka recently celebrated their golden anniversary on September 13, 1997; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, Harry and Agatha's family consists of their devoted sons, Robert and his wife Linda, John and his wife Mary, their loving daughter, Roberta and her husband Thomas; and their six grandchildren, Jason, Jeffrey, Joshua, Ashley, Matthew and Sean, may their shining example of faith and love in each other and their family serve as an inspiration; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of September, 1997, do hereby congratulate Harry and Agatha Seroka and wish them all the best in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Harry and Agatha Seroka.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. EDWARD ROBERT BROOKS.

WHEREAS, Edward Robert Brooks has been called to eternal life by the wisdom of God at the age of sixty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of New York, Edward Robert Brooks was a former Gold Coast resident and had most recently lived in suburban Wheaton; and

WHEREAS, Known as the "Gourmet on the Go" Edward Robert Brooks was a nationally syndicated food writer and broadcaster; and

WHEREAS, A self-taught gourmet cook who rose to great public prominence, Edward Robert Brooks was a well-known and respected member of Chicago's culinary community; and

WHEREAS, Edward Robert Brooks was active in gourmet and wine societies and served as an officer in the Beefeaters Club, the Commanderie de Bordeaux and the Confrerie de la Chaine Des Rottisseurs, the oldest gourmet society in the world; and

WHEREAS, Ten years ago, Edward Robert Brooks helped develop the Expedition, which has been recognized as the number one wine consumer education event in the world; and

WHEREAS, All who knew Edward Robert Brooks considered him to be a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, Edward Robert Brooks will be dearly missed by his many relatives, friends and associates; and

WHEREAS, To his wife, Dorothy; his two sons, Edward and Gregory; and his daughter, Catharine, Edward Robert Brooks 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 tenth day of September, 1997, do hereby commemorate Edward Robert Brooks 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 Edward Robert Brooks.

TRIBUTE TO LATE HONORABLE THEODORE H. BUENGER.

WHEREAS, The Honorable Theodore H. Buenger has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Theodore H. Buenger was a former president of the Mortgage Bankers Association of Chicago and a former Village of Northfield trustee; and

WHEREAS, Born in the City of Chicago, The Honorable Theodore H. Buenger attended Princeton University and graduated in 1941; and

WHEREAS, The Honorable Theodore H. Buenger bravely served in the United States Navy during World War II as a captain of a submarine chaser, serving mostly in the Atlantic Theater; and

WHEREAS, The Honorable Theodore H. Buenger moved to Northfield in 1955 and was the board chairman of Dovenmuehle, Inc., a mortgage banking company in Chicago; and

WHEREAS, In the early 1960s, The Honorable Theodore H. Buenger was a Northfield Village trustee; and

WHEREAS, The Honorable Theodore H. Buenger was a former president of the Sunset Ridge District 29 Board of Education in Northfield; and

WHEREAS, The Honorable Theodore H. Buenger also served on the board of directors of the Metropolitan Family Services in Chicago; and

WHEREAS, All who knew The Honorable Theodore H. Buenger considered him to be a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, The Honorable Theodore H. Buenger will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his devoted wife, Priscilla; his two sons, The Honorable Theodore, Jr and Richard; his three daughters, Nancy, Suzy and Betty Shults; his brother, Dr. Richard E.; and eight grandchildren, The Honorable Theodore H. Buenger 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 tenth day of September, 1997, do hereby commemorate The Honorable Theodore H. Buenger 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 The Honorable Theodore H. Buenger.

TRIBUTE TO LATE HONORABLE TERREL E. CLARKE.

WHEREAS, The Honorable Terrel E. "Tec" Clarke has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Terrel E. "Tec" Clarke was a prominent Republican state legislator and a recognized fiscal expert who served for ten years each in the Illinois House and Illinois Senate; and

WHEREAS, A native of Chicago, the Honorable Terrel E. "Tec" Clarke was born in 1920, and graduated from Lyons Township High School and the University of Colorado; and

WHEREAS, During World War II, the Honorable Terrel E. "Tec" Clarke served in Europe as a staff sergeant in the United States Army; and

WHEREAS, After the war, the Honorable Terrel E. "Tec" Clarke received a master's degree from the Harvard School of Business; and

WHEREAS, The Honorable Terrel E. "Tec" Clarke taught business at the University of Kansas before returning to the Chicago area in 1949 and settling in Western Springs; and

WHEREAS, A dedicated public servant, the Honorable Terrel E. "Tec" Clarke began his thirty-year career in politics when he was elected Lyons Township Republican Committeeman in 1954; and

WHEREAS, Two years later, the Honorable Terrel E. "Tec" Clarke was elected to the Illinois House of Representatives; and

WHEREAS, In 1966, the Honorable Terrel E. "Tec" Clarke was elected to the Illinois Senate and quickly rose to its leadership; and

WHEREAS, During his ten years in the Senate, the Honorable Terrel E. "Tec" Clarke served as the chair of the Revenue Committee, becoming the only legislator to head the committee in both the State Senate and House of Representatives; and

WHEREAS, The Honorable Terrel E. "Tec" Clarke also chaired the Joint Committee on Revenue Reform and was appointed to the Reapportionment Committee in 1971; and

WHEREAS, The Honorable Terrel E. "Tec" Clarke retired from the Senate in 1976 and ran unsuccessfully for Cook County Assessor in 1978 and in a Republican primary for Congress in 1982; and

WHEREAS, The Honorable Terrel E. "Tec" Clarke was employed as an insurance broker and was appointed chairman of the Commission on State Government; and

WHEREAS, All who knew The Honorable Terrel E. "Tec" Clarke considered him to be a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his wife, Catherine; his two daughters, Elizabeth Pelletier and Martha Dalhman; his son, Dr. John; his sister, Alice; and his six grandchildren, The Honorable Terrel E. "Tec" Clarke 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 tenth day of September, 1997, do hereby commemorate the Honorable Terrel E. "Tec" Clarke 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 The Honorable Terrel E. "Tec" Clarke.

TRIBUTE TO LATE DR. S. MAXWELL CODER.

WHEREAS, Dr. S. Maxwell Coder has been called to eternal life by the wisdom of God at the age of ninety-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Dr. S. Maxwell Coder was the former editor-in-chief of Moody Press in Chicago and vice president and dean of education at the Moody Bible Institute; and

WHEREAS, Born in Straight, Pennsylvania, Dr. S. Maxwell Coder was the author of twenty-four books on religious topics and edited manuscripts for the Wycliffe Series of Christian Classics, a forty-volume project launched by Moody Press in 1946; and

WHEREAS, Prior to his graduation from Temple University Teachers College in Philadelphia and the Dallas Theological Seminary, where he received his master of theology degree in 1948, Dr. S. Maxwell Coder was a salesman and sales supervisor; and

WHEREAS, In 1949, a doctor of divinity degree was conferred upon him by the Bible Theological Seminary of Los Angeles; and

WHEREAS, A decade later, Dr. S. Maxwell Coder was one of twenty Bible teachers in the country asked by Sacred Records of Los Angeles to produce a series of records covering various Bible books and doctrinal studies; and

WHEREAS, A longtime resident of Evanston, Dr. S. Maxwell Coder had lived at Windsor Park Manor in Carol Stream for the past four years and was working on a book about his life and his work at the institute; and

WHEREAS, Dr. S. Maxwell Coder was a talented and respected member of the religious community of the City of Chicago who will be dearly missed by all; and

WHEREAS, All who knew Dr. S. Maxwell Coder considered him to be a bright beacon of holiness and thoughtfulness toward others; and

WHEREAS, To his wife, Elizabeth; and his daughter, Maxine Howard; his son, Dr. Donald Coder; his four grandchildren and his two great-grandchildren, Dr. S. Maxwell Coder 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 tenth day of September, 1997, do hereby commemorate Dr. S. Maxwell Coder 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 Dr. S. Maxwell Coder.

TRIBUTE TO LATE MR. IRWIN DANOFF.

WHEREAS, Irwin Danoff has been called to eternal life by the wisdom of God at the age of ninety-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Irwin Danoff was born on December 22, 1905 in Lithuania, the son of Julius and Frieda Danoff (nee Romanoff); and

WHEREAS, The loving husband of the late Tillie Danoff, Irwin Danoff was the devoted father of Debby Stillerman and State Representative Jan Schakowsky; and

WHEREAS, Irwin Danoff was the beloved grandfather of Jodi Edmonson, Michael Melnik, Benita Popis, Ian Schakowsky, Mary Hart and Lauren Creamer; and

WHEREAS, Irwin Danoff was admired and cherished by his five great-grandchildren; and

WHEREAS, Irwin Danoff will be dearly missed by his many relatives and friends; and

WHEREAS, All who knew Irwin Danoff considered him to be a bright beacon of compassion and thoughtfulness toward others; and

WHEREAS, To his two daughters, Debby Stillerman and The Honorable Jan Schakowski; his six grandchildren; and his five great-grandchildren, Irwin Danoff 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 here this tenth day of September, 1997, do hereby commemorate Irwin Danoff 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 Irwin Danoff.

TRIBUTE TO LATE HONORABLE CALVIN GRAFELMAN.

WHEREAS, The Honorable Calvin Grafelman has been called to eternal life by the wisdom of God at the age of sixty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Calvin Grafelman was a distinguished and respected member of his community; and

WHEREAS, The Honorable Calvin Grafelman had served tirelessly and ably since 1990 as the president of the Village of West Dundee; and

WHEREAS, A dedicated public servant, The Honorable Calvin Grafelman previously served as a trustee of the Village of West Dundee; and

WHEREAS, A lifelong resident of West Dundee, The Honorable Calvin Grafelman operated a local Ben Franklin store in downtown West Dundee for in excess of thirty years until it closed in 1992; and

WHEREAS, The Honorable Calvin Grafelman was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, The Honorable Calvin Grafelman will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his brother, Dale, The Honorable Calvin Grafelman 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 tenth day of September, 1997, do hereby commemorate The Honorable Calvin Grafelman 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 The Honorable Calvin Grafelman.

TRIBUTE TO LATE MR. MICHAEL V. HASTEN.

WHEREAS, Michael V. Hasten has been called to eternal life by the wisdom of God at the age of fifty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Michael V. Hasten was a distinguished and respected member of the legal community and a former chairman of the Illinois Commerce Commission; and

WHEREAS, In the early 1980s, Michael V. Hasten was the chairman of Talman Savings and Loan during a period when it was Chicago's largest savings and loan institution; and

WHEREAS, Michael V. Hasten was a greatly talented individual who later served as general counsel and assistant director of the Illinois Department of Insurance and as special assistant to former Governor James R. Thompson for communications and policy; and

WHEREAS, Michael V. Hasten also served as special counsel to Governor Thompson for costs management in state government; and

WHEREAS, In the most important role, Michael V. Hasten was instrumental in paving the way for converting the armory on East Chicago Avenue into the Museum of Contemporary Art; and

WHEREAS, In 1983, Michael V. Hasten joined the law firm of Winston & Strawn after leaving the Illinois Commerce Commission; and

WHEREAS, Michael V. Hasten has served as the chairman of the Illinois Industrial Commission Oversight Board, a trustee of Lincoln Academy and the Winston Strawn Foundation and a member of the Lyric Opera of Chicago's board of directors; and

WHEREAS, Michael V. Hasten served as special counsel to the chairman of the Committee on Finance and worked tirelessly on behalf of the City of Chicago in connection with negotiations involving cable franchise; and

WHEREAS, Michael V. Hasten was raised in the Sauganash neighborhood and received an undergraduate degree in philosophy from Saint Mary of the Lake University and his law degree from Loyola University Law School; and

WHEREAS, All who knew Michael V. Hasten considered him to be a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, A resident of the Lake View community, Michael V. Hasten will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his parents, E. J. and Kathryn Hasten, Jr.; his two brothers, Joseph and James; and his two sisters, Elizabeth Hasten and Mary O'Brien, Michael V. Hasten 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 tenth day of September, 1997, do hereby commemorate Michael V. Hasten 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 Michael V. Hasten.

TRIBUTE TO LATE MS. GLADYS HOLM.

WHEREAS, Gladys Holm has been called to eternal life by the wisdom of God at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Evanston, Gladys Holm was a retired executive secretary for Foster G. McGaw, the founder of American Hospital Supply Corporation; and

WHEREAS, For forty-one years, Gladys Holm was a dedicated employee of American Hospital Supply Corporation, acquired in 1985 by Deerfield-based Baxter International; and

WHEREAS, Known affectionately as the "Teddy Bear Lady", Gladys Holm donated hundreds of stuffed toys to patients at Children's Memorial Hospital; and

WHEREAS, A longtime supporter of Children's Memorial Hospital, Gladys Holm also endowed the hospital with more than Two Hundred Thousand Dollars over the years; and

WHEREAS, Gladys Holm was a humble person of abundant generosity; and

WHEREAS, Upon her death in 1996, Gladys Holmes bequeathed more than Eighteen Million Dollars to Children's Memorial Hospital; and

WHEREAS, The gift remains the largest single donation ever received by the hospital; and

WHEREAS, Gladys Holm had quietly amassed her fortune by investing in the stock market throughout most of her life; and

WHEREAS, The boundless benevolence of Gladys Holm will be long remembered by the patients and staff of Children's Memorial Hospital; and

WHEREAS, All who knew Gladys Holm considered her to be a bright beacon of compassion and thoughtfulness toward others; and

WHEREAS, To her relatives in Norway, Gladys Holm imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of September, 1997, do hereby

commemorate Gladys Holm for her grace-filled life and do hereby extend our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the late Gladys Holm.

TRIBUTE TO LATE HONORABLE ROBERT LEE HUNTER.

WHEREAS, The Honorable Robert Lee Hunter has been called to eternal life by the wisdom of God at the age of ninety-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Robert Lee Hunter ran as the Republican candidate for mayor of the City of Chicago in 1951 and was defeated by Democratic incumbent Martin H. Kennelly; and

WHEREAS, The Honorable Robert Lee Hunter was the son of the mayor of Mapleton, Iowa, and attended the University of Iowa, where he played football and was a Big Ten Conference wrestling champion; and

WHEREAS, Despite his long affiliation with the Republican Party, The Honorable Robert Lee Hunter was nominated by the Democratic Central Committee for judgeship in 1962; and

WHEREAS, The Honorable Robert Lee Hunter was elected as a Cook County Circuit Court judge in 1963 and later became the presiding judge of the Divorce Division, a post he held until his retirement in 1980; and

WHEREAS, In that most important role, The Honorable Robert Lee Hunter initiated a nationally recognized conciliation service designed to save marriages; and

WHEREAS, In 1978, The Honorable Robert Lee Hunter was named judge of the year by the Chicago Bar Association; and

WHEREAS, The Honorable Robert Lee Hunter served in the United States Army and graduated from the University of Chicago Law School in 1927; and

WHEREAS, While a partner in the law firm of Gregory, Gilruth and Hunter, The Honorable Robert Lee Hunter ran unsuccessfully for Congress in 1936 and for county judge in 1946; and

WHEREAS, The Honorable Robert Lee Hunter was also a successful dairy farmer and owned farms in Wisconsin and Illinois; and

WHEREAS, A resident of the near north side, The Honorable Robert Lee Hunter will be dearly missed by his many relatives and friends; and

WHEREAS, All who knew The Honorable Robert Lee Hunter considered him to be a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his two sons, John and Dr. Robert II; his two daughters, Elizabeth Jacks Scott and Margaret Hunter-Palmer; and his nine grandchildren, The Honorable Robert Lee Hunter 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 tenth day of September, 1997, do hereby commemorate The Honorable Robert Lee Hunter 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 The Honorable Robert Lee Hunter.

TRIBUTE TO LATE MR. LAWRENCE J. KEARNEY.

WHEREAS, Lawrence J. Kearney has been called to eternal life by the wisdom of God at the age of seventy-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A forty-year resident of Lombard, Lawrence J. Kearney was a distinguished and respected member of his community; and

WHEREAS, Lawrence J. Kearney served honorably as a member of the DuPage County Board of Review; and

WHEREAS, From 1988 to 1996, Lawrence J. Kearney served as a full-time member of the DuPage County Board of Review, which has jurisdiction over property tax assessment appeals; and

WHEREAS, A native of the West Side of Chicago, Lawrence J. Kearney was raised in the Galewood neighborhood and attended Quigley High School and Mundelein Seminary; and

WHEREAS, Lawrence J. Kearney was a member of the United States Army during the Korean War and served at Fort Leonard Wood; and

WHEREAS, A graduate of Loyola University of Chicago, Lawrence J. Kearney was employed as a systems analyst for Sears, Roebuck and Company for seventeen years; and

WHEREAS, From 1981 to 1987, Lawrence J. Kearney sold real estate for J. W. Reedy in Lombard; and

WHEREAS, Lawrence J. Kearney was an active member of Saint Pius X Church in Lombard and served on the parish's council and school board; and

WHEREAS, Lawrence J. Kearney was a man of great ability and dedication who brought honor to himself, his family and his community; and

WHEREAS, All who knew Lawrence J. Kearney considered him to be a bright beacon of compassion and thoughtfulness toward others ; and

WHEREAS, To his two daughters, the Honorable Carol Kelly and Sharon M. Becker; his two sons, Brian J. and Michael W.; and his ten grandchildren, Lawrence J. Kearney 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 tenth day of September, 1997, do hereby commemorate Lawrence J. Kearney 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 Lawrence J. Kearney.

TRIBUTE TO LATE MR. CLARENCE M. KELLEY.

WHEREAS, Clarence M. Kelley 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, Clarence M. Kelley served as the director of the Federal Bureau of Investigation from 1973 to 1978; and

WHEREAS, In this most important role, Clarence M. Kelly steered the bureau away from its campaign against communism and into a new battle against white-collar and organized crime; and

WHEREAS, An agent since 1940, Clarence M. Kelley was selected to head the bureau by President Richard M. Nixon; and

WHEREAS, Clarence M. Kelley dedicated thirty-eight years of his life to the law enforcement profession and joined the F.B.I. immediately after graduating from college; and

WHEREAS, Clarence M. Kelley left to become the police chief of Kansas City in 1961; and

WHEREAS, After assuming the role as the head of the Federal Bureau of Investigation, Clarence M. Kelley modernized crime-fighting techniques and won praise as an administrator who indentified with his agents; and

WHEREAS, Clarence M. Kelley was an innovative director who allowed his agents to develop more undercover and sting operations for which the Federal Bureau of Investigation has since become known; and

WHEREAS, Clarence M. Kelley will be remembered as a decicated public servant who brought pride and respect to the Federal Bureau of Investigation; and

WHEREAS, All who knew Clarence M. Kelley considered him to be a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his wife, Shirley Dyckes Kelley; his son, Kent Clarence Kelley; his daughter, Mary Kelley Dobbins; and his three grandchildren, Clarence M. Kelley 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 tenth day of September, 1997, do hereby commemorate Clarence M. Kelley 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 Clarence M. Kelley.

TRIBUTE TO LATE HONORABLE JOHN ALLEN KENNEDY.

WHEREAS, The Honorable John Allen Kennedy has been called to eternal life by the wisdom of God at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Winnetka, The Honorable John Allen Kennedy was a former state legislator and director of the Illinois Department of General Services; and

WHEREAS, The Honorable John Allen Kennedy was the founder and chairman of James Electronics, Inc., a leading components manufacturer headquartered in Chicago with plants in Mexico and Belarus; and

WHEREAS, Under President Lyndon Johnson, The Honorable John Allen Kennedy chaired the 1965 Task Force of Intergovernmental Information under the Bureau of the Budget; and

WHEREAS, The Honorable John Allen Kennedy served in the state legislature in 1965 and 1966 and was instrumental in creating the Management Information Division for the State of Illinois; and

WHEREAS, In the 1960s, The Honorable John Allen Kennedy served as an adviser to the late Mayor Richard J. Daley and ran unsuccessfully for Congress against United States Representative Donald Rumsfeld; and

WHEREAS, The Honorable John Allen Kennedy was the first lay member of the boards of Saint Elizabeth and Saint Anne's Hospitals; and

WHEREAS, The Honorable John Allen Kennedy also served on the board of Saint Francis Hospital in Evanston, where he created its Founders Society in 1988; and

WHEREAS, The Honorable John Allen Kennedy served as a trustee of Barat College and Northwestern University's Technological Institute; and

WHEREAS, The Honorable John Allen Kennedy was a graduate of Northwestern University, where in 1943 he was a member of the first graduating class of its Technological Institute; and

WHEREAS, All who knew The Honorable John Allen Kennedy considered him to be a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his wife, Mary Ann; his four sons, John B., Vincent A., David B. and James R.; his five daughters, Susan Lorraine, Jane Agnes

Fitzgibbons, Mary Theresa, Laretta Anne and Madeleine Sophie; and his fourteen grandchildren, The Honorable John Allen Kennedy 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 here this tenth day of September, 1997, do hereby commemorate the Honorable John Allen Kennedy 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 The Honorable John Allen Kennedy.

TRIBUTE TO LATE MR. PETER KLEIN.

WHEREAS, Peter Klein has been called to eternal life by the wisdom of God at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Peter Klein was a distinguished and respected member of his community; and

WHEREAS, A devoted public servant, Peter Klein served as the director of recreation for the Chicago Park District until his retirement in 1986; and

WHEREAS, Peter Klein was first employed by the Chicago Park District as a lifeguard in 1941; and

WHEREAS, During World War II, Peter Klein left the Chicago Park District to serve his country in the United States Navy; and

WHEREAS, After military service, Peter Klein played minor league baseball in 1946 and 1947 in Fall River, Massachusetts, and Superior, Wisconsin; and

WHEREAS, In 1948, Peter Klein returned to the Chicago Park District where he worked as a physical instructor and playground supervisor; and

WHEREAS, Peter Klein never turned any child away who wanted to take part in sports activities; and

WHEREAS, Peter Klein was an early instructor and mentor for Frank Quilici who went on to become a major league baseball player and a coach for

the Minnesota Twins, as well as Walt Cudzik and Joe Krupa, who both went on to play in the National Football League; and

WHEREAS, In 1969, Peter Klein was promoted to area supervisor of recreation and three years later to assistant director of recreation for the entire park system; and

WHEREAS, Following his retirement, Peter Klein moved from his longtime home in the Montclare neighborhood on the northwest side to Fountain Hills, Arizona; and

WHEREAS, Peter Klein will be dearly missed by his many relatives, friends and former colleagues; and

WHEREAS, All who knew Peter Klein considered him to be a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his loving wife, Patricia; his daughter, Linda Hauser; his brother; and three grandchildren, Peter Klein 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 tenth day of September, 1997, do hereby commemorate Peter Klein 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 Peter Klein.

TRIBUTE TO LATE HONORABLE FREDERICK W. KRAMER.

WHEREAS, The Honorable Frederick W. Kramer has been called to eternal life by the wisdom of God at the age of ninety-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Frederick W. Kramer was a founder and the first president of the Village of South Barrington; and

WHEREAS, On October 26, 1959, The Honorable Frederick W. Kramer filed the petition of incorporation that created the Village of South Barrington with the Cook County Clerk's Office; and

WHEREAS, The Honorable Frederick W. Kramer served as village president from 1959 to 1965 and created a two-acre minimum zoning requirement for the municipality; and

WHEREAS, The Honorable Frederick W. Kramer was responsible for the annexation of property surrounding South Barrington and will be long remembered as a visionary public servant who tirelessly worked to maintain the rural nature of the northwest suburb; and

WHEREAS, The village motto under the administration of The Honorable Frederick W. Kramer was "thoughtful progress"; and

WHEREAS, The Honorable Frederick W. Kramer ran the village out of his Witt Road home because there was no formal village hall during his tenure; and

WHEREAS, The Honorable Frederick W. Kramer founded Fred W. Kramer & Associates, a manufacturer's representative firm; and

WHEREAS, Following his retirement as president of the village, the Honorable Frederick W. Kramer resided in Barrington Hills; and

WHEREAS, The Honorable Frederick W. Kramer will be dearly missed by his family and friends; and

WHEREAS, To his wife, Leta, The Honorable Frederick W. Kramer 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 tenth day of September, 1997, do hereby commemorate The Honorable Frederick W. Kramer 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 The Honorable Frederick W. Kramer.

TRIBUTE TO LATE MR. EDWARD JACOB LEWIS II.

WHEREAS, Edward Jacob Lewis II has been called to eternal life by the wisdom of God at the age of thirty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A prominent and respected member of the legal community, Edward Jacob Lewis II served as a partner with the Chicago law firm of Jenner & Block; and

WHEREAS, Edward Jacob Lewis was the loving husband of Jacqueline Lewis (nee Johnson) and the devoted father of Samuel, Margot and Madeline; and

WHEREAS, Born in the City of Chicago, the son of James and Helen Lewis, Edward Jacob Lewis II graduated Phi Beta Kappa from the University of Michigan in 1981; and

WHEREAS, Edward Jacob Lewis II graduated from the University of Chicago Law School in 1984 and immediately joined Jenner & Block; and

WHEREAS, A resident of Barrington, Edward Jacob Lewis II was renowned among his peers as a talented trial lawyer and appellate advocate; and

WHEREAS, Edward Jacob Lewis, II provided legal counsel to both Governor Jim Edgar and his predecessor, former Governor James R. Thompson; and

WHEREAS, In service to others, Edward Jacob Lewis II performed pro bono assistance to the Midwest Immigrant Rights Center where he championed the cause of persecuted individuals from foreign countries and won several political asylum cases; and

WHEREAS, Edward Jacob Lewis II was the director of the Constitutional Rights Foundation of Chicago, an organization dedicated to teaching elementary school students about the United States legal system; and

WHEREAS, In 1994, Edward Jacob Lewis II received the Maurice Weigle Award from the Chicago Bar Association and the Chicago Bar Foundation; and

WHEREAS, The coveted Maurice Weigle Award is presented annually to one lawyer under the age of thirty-five for exceptional service to the profession and the community; and

WHEREAS, All who knew Edward Jacob Lewis II considered him to be a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his loving wife, Jacqueline; his son, Samuel; his two daughters, Margot and Madeline; his parents, James and Helen Lewis II; his brother, John; and his grandmother, Gertrude Steinberg, Edward Jacob Lewis II 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 tenth day of September, 1997, do hereby commemorate Edward Jacob Lewis II 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 Edward Jacob Lewis II.

TRIBUTE TO LATE HONORABLE ANTON LICHNER.

WHEREAS, The Honorable Anton "Tony" Lichner 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, The Honorable Anton "Tony" Lichner was a respected member of the Democratic Party in the City of Berwyn; and

WHEREAS, The Honorable Anton "Tony" Lichner served as a treasurer and 4th Ward alderman for the City of Berwyn; and

WHEREAS, Revered as a political peacemaker in the City of Berwyn, The Honorable Anton "Tony" Lichner was respected for his own personal style of politicking; and

WHEREAS, Born in Stickney, Illinois, The Honorable Anton "Tony" Lichner joined the United States Marine Corps; and

WHEREAS, After bravely serving his country in the South Pacific during World War II, The Honorable Anton "Tony" Lichner was a partner in Foursome Furniture and Appliances in Cicero and Central Utilities Furniture in Berwyn; and

WHEREAS, For seventeen years, from 1972 to 1989, The Honorable Anton "Tony" Lichner held several positions with the Cook County Forest Preserve District; and

WHEREAS, As a maintenance superintendent in his last position with the district, The Honorable Anton "Tony" Lichner was responsible for the upkeep of more than sixty thousand acres of forest preserve grounds; and

WHEREAS, In 1980, The Honorable Anton "Tony" Lichner was elected Berwyn Township Democratic Committeeman, serving in that post for four years; and

WHEREAS, The Honorable Anton "Tony" Lichner was a respected and valued member of V.F.W. Post 2378 in Berwyn; and

WHEREAS, A resident of Naperville, The Honorable Anton "Tony" Lichner will be dearly missed by his many family members and friends; and

WHEREAS, All who knew The Honorable Anton "Tony" Lichner considered him to be a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his wife, Mildred; his two sons, Richard and Thomas; his two daughters, Judith Fleisch and Nancy Cereese; and his eight grandchildren, The Honorable Anton "Tony" Lichner 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 tenth day of September, 1997, do hereby commemorate The Honorable Anton "Tony" Lichner 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 The Honorable Anton "Tony" Lichner.

TRIBUTE TO LATE HONORABLE DAVID LINN.

WHEREAS, The Honorable David Linn has been called to eternal life by the wisdom of God at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable David Linn served as a 1st District Illinois Appellate Court Justice from 1976 to 1992; and

WHEREAS, Born in Augustov, Poland, The Honorable David Linn emigrated to the United States in 1922 and settled in the Lawndale neighborhood with his mother, two sisters and several members of his extended family; and

WHEREAS, The Honorable David Linn graduated from Roosevelt High School and earned his bachelors and law degrees at the University of Colorado; and

WHEREAS, The Honorable David Linn served in the United States Army during World War II; and

WHEREAS, In 1969, The Honorable David Linn was elected as a delegate to the Illinois Constitutional Convention which revised the state's constitution; and

WHEREAS, The work by The Honorable David Linn on the new Illinois Constitution led to the creation of the Judicial Inquiry Board and the Courts Commission; and

WHEREAS, From 1971 to 1976, The Honorable David Linn served as an associate judge of the Cook County Circuit Court in its Divorce Division; and

WHEREAS, The Honorable David Linn authored articles for law journals and conducted seminars on matrimonial law; and

WHEREAS, A resident of Skokie and formerly of the South Shore neighborhood, The Honorable David Linn was a past member of the Illinois Human Relations Commission and a former president of the South Chicago Bar Association; and

WHEREAS, All who knew The Honorable David Linn considered him to be a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his wife, Doris; his son, The Honorable James Linn; his daughter, Lesley; his sister and his two granddaughters, the Honorable David Linn 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 tenth day of September, 1997, do hereby commemorate The Honorable David Linn 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 The Honorable David Linn.

TRIBUTE TO LATE BISHOP SHEPARD LITTLE.

WHEREAS, Bishop Shepard Little 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, Bishop Shepard Little was a prominent and respected Chicago church leader and served honorably as the state prelate of the First Jurisdiction, Illinois Church of God in Christ; and

WHEREAS, In this most important role, Bishop Shepard Little oversaw eighty churches in the Chicago Metropolitan Area; and

WHEREAS, As the chairman of the Coalition of Religious Leaders in Illinois, Bishop Shepard Little was instrumental in having the Calumet Expressway renamed after Bishop Louis Henry Ford, Bishop Little's predecessor as state prelate; and

WHEREAS, Thirty-seven years ago, Bishop Shepard Little and his wife, Elnora co-founded the King of Glory Tabernacle Church of God in Christ, 2314 East 83rd Street, Chicago; and

WHEREAS, Bishop Shepard Little was known as a bridge builder in the religious community who was highly respected and admired for his great humility and devotion to the service of others; and

WHEREAS, Bishop Shepard Little was a man of great ability and dedication who brought honor to himself, his family and his church; and

WHEREAS, All who knew Bishop Shepard Little considered him to be a bright beacon of holiness and compassion toward others; and

WHEREAS, Bishop Shepard Little will be dearly missed by his many relatives, friends and admirers; and

WHEREAS, To his two sisters, Beatrice and Zala Mae; and his brother, Milton, Bishop Shepard Little 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 tenth day of September, 1997, do hereby commemorate Bishop Shepard Little 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 Bishop Shepard Little.

TRIBUTE TO LATE MR. MICHAEL MC WALTER.

WHEREAS, Michael McWalter has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Michael McWalter was a distinguished and respected member of his community; and

WHEREAS, A devoted public servant, Michael McWalter was a retired member of the Chicago Fire Department; and

WHEREAS, Michael McWalter joined the Chicago Fire Department on June 23, 1942 and retired on January 16, 1973, following more than thirty years of service; and

WHEREAS, Michael McWalter was the beloved husband of Eileen McWalter, (nee Doyle); and

WHEREAS, Michael McWalter was a native of Cloonfane, Garrafrauns, County Galway, Ireland; and

WHEREAS, Michael McWalter will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his wife, Eileen; his sons, George, D.D.S. and Jack; his daughters, Mary Owens and Sheila; his nine grandchildren; and his nine great-grandchildren, Michael McWalter 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 tenth day of September, 1997, do hereby commemorate Michael McWalter 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 Michael McWalter.

TRIBUTE TO LATE HONORABLE LAWRENCE MENCHETTI.

WHEREAS, The Honorable Lawrence Menchetti has been called to eternal life by the wisdom of God at the age of fifty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Lawrence Menchetti was an active and effective participant in Democratic politics, having served as alderman of the City of Berwyn since 1977; and

WHEREAS, The Honorable Lawrence Menchetti was a distinguished and respected member of his community; and

WHEREAS, The Honorable Lawrence Menchetti was re-elected in April to serve a fourth term as alderman of Berwyn's 2nd Ward; and

WHEREAS, A 47-year resident of the western suburb, The Honorable Lawrence Menchetti focused on issues involving the beautification of the suburb; and

WHEREAS, During his tenure as alderman, The Honorable Lawrence Menchetti founded and coordinated Berwyn's annual "Keep Berwyn Beautiful" contest and coordinator of the Neighborhood Watch Program; and

WHEREAS, The Honorable Lawrence Menchetti was a member of the Regular Democratic Organization and had served honorably as a Berwyn Township trustee from 1968 until 1977; and

WHEREAS, The Honorable Lawrence Menchetti was employed as an administrative clerk for the Cook County Circuit Court in Chicago; and

WHEREAS, The Honorable Lawrence Menchetti was a man of great ability and dedication who brought honor to himself, his family and his community; and

WHEREAS, The Honorable Lawrence Menchetti will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, All who knew The Honorable Lawrence Menchetti considered him to be a bright beacon of compassion and thoughtfulness toward others; and

WHEREAS, To his fiancée, Pamela Cutrone; and his sister, Marianne Cieply, The Honorable Lawrence Menchetti 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 tenth day of September, 1997, do hereby commemorate The Honorable Lawrence Menchetti 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 The Honorable Lawrence Menchetti.

TRIBUTE TO LATE MR. RICHARD F. O'CONNELL.

WHEREAS, Richard F. O'Connell has been called to eternal life by the wisdom of God at the age of sixty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Richard F. O'Connell was a prominent public relations executive and a longtime director of public affairs and advertising for Blue Cross/Blue Shield of Illinois; and

WHEREAS, Richard F. O'Connell joined Blue Cross/Blue Shield of Illinois in 1964 and rose through the ranks to become the company's youngest vice president; and

WHEREAS, In 1972, Richard F. O'Connell helped establish the national Blue Cross/Blue Shield lobbying office in Washington, D.C.; and

WHEREAS, In 1990, Richard F. O'Connell helped lead the campaign to create the Mobile CareVan Program, which dispenses free immunizations for children; and

WHEREAS, In 1996, Richard F. O'Connell helped organize the West Side Garden Project at the Henry Horner Homes; and

WHEREAS, A graduate of the University of Chicago, Richard F. O'Connell began a successful career in journalism when he joined the *Chicago American* as a reporter in 1957; and

WHEREAS, Three years later, Richard F. O'Connell enlisted in the United States Army and was assigned to a Special Forces Unit in Vietnam, performing military intelligence work; and

WHEREAS, After his discharge from the Army as a captain, Richard F. O'Connell became an award-winning editor and co-publisher of the *Daily Reporter*, a community newspaper; and

WHEREAS, A resident of Barrington, Richard F. O'Connell will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, All who knew Richard F. O'Connell considered him to be a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his wife, Rita; his two daughters, Kate Bozarth and Tracey Whiting; his son, Kevin; his mother, Eileen; his four sisters, Nancy Stone, Judy Placek, Jane Delaney and Mary; and his two grandchildren, Richard F. O'Connell 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 tenth day of September, 1997, do hereby commemorate Richard F. O'Connell 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 Richard F. O'Connell.

TRIBUTE TO LATE MR. DINO PIGONI.

WHEREAS, Dino Pigoni has been called to eternal life by the wisdom of God at the age of sixty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of northwest suburban Norridge, Dino Pigoni served as the president of Service Employees International Union Local 1; and

WHEREAS, Local 1 represents fifteen thousand members including janitors, cemetery workers, bus drivers and paramedics; and

WHEREAS, Dino Pigoni also served as international vice president of the Service Employees International Union; and

WHEREAS, Dino Pigoni was the president of the Illinois State Council, the union's political action arm; and

WHEREAS, The son of immigrants, Dino Pigoni was born in Leckrone, Pennsylvania, where his father worked as a coal miner and union organizer; and

WHEREAS, His father, Silvio Pigoni later moved his family to Chicago where he worked as a janitor; and

WHEREAS, Dino Pigoni grew up in a basement boiler room-janitor's flat and also became employed as a janitor, following in the footsteps of his father, older brother and uncle; and

WHEREAS, As a young man, Dino Pigoni became an activist and steadily rose through the ranks of the union; and

WHEREAS, Dino Pigoni served as business agent for the local and became its president in 1983; and

WHEREAS, Dino Pigoni will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, All who knew Dino Pigoni considered him to be a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his loving wife, Dolores; his three daughters, Nancy, Peggy Yonkus and Mary Kay Herner; his brother; and his four grandchildren, Dino Pigoni 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 tenth day of September, 1997, do hereby commemorate Dino Pigoni 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 Dino Pigoni.

TRIBUTE TO LATE MR. RICHARD J. PRENDERGAST.

WHEREAS, Richard J. Prendergast has been called to eternal life by the wisdom of God at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Richard J. Prendergast was born on January 14, 1911, the son of William and Alice Prendergast (nee O'Connor); and

WHEREAS, Richard J. Prendergast was the loving and devoted husband of Catherine F. Collins; and

WHEREAS, A native of the City of Chicago, Richard J. Prendergast was a retired certified public accountant; and

WHEREAS, During World War II, Richard J. Prendergast served in the United States Army; and

WHEREAS, Richard J. Prendergast was a distinguished and respected member of his community; and

WHEREAS, Richard J. Prendergast will be dearly missed by his many relatives and friends; and

WHEREAS, All who knew Richard J. Prendergast considered him to be a bright beacon of compassion and thoughtfulness toward others; and

WHEREAS, To his wife, Catherine; his sons, Gerald A., Richard J., Thomas, Patrick and James; his daughters, Catherine, Loretto White and Regina Hermann; his twenty-one grandchildren; and his six great-grandchildren, Richard J. Prendergast 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 tenth day of September, 1997, do hereby commemorate Richard J. Prendergast 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 Richard J. Prendergast.

TRIBUTE TO LATE HONORABLE VERNAL G. RIFFE, JR.

WHEREAS, The Honorable Vernal G. Riffe, Jr. 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, The Honorable Vernal G. Riffe, Jr. was a prominent figure in Ohio politics and once the nation's senior leader of a state legislature; and

WHEREAS, The Honorable Vernal G. Riffe, Jr. learned the art of politics at the feet of his father, Vernal G. Riffe, Sr., a former railroader and longtime mayor of the southern Ohio town of New Boston; and

WHEREAS, The Honorable Vernal G. Riffe, Jr. served for a record twenty years as the Speaker of the Ohio House of Representatives; and

WHEREAS, The Honorable Vernal G. Riffe, Jr. built a dynasty for Democrats in the Ohio House of Representatives and through his consummate political acumen converted the speakership into a seat of power rivaling that of governors with whom he served; and

WHEREAS, The entry to his state legislative district on Route 23 bore a sign: "This is Vern Riffe Country"; and

WHEREAS, Upon his retirement from politics in 1994, the *Almanac of American Politics* said he was the nation's longest-serving state house speaker; and

WHEREAS, The influence of The Honorable Vernal G. Riffe, Jr. was so dominant that former Ohio Governor Richard Celeste, a Republican, often referred to him as the "prime minister"; and

WHEREAS, The Honorable Vernal G. Riffe, Jr. will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his wife, Thelma; his son, Vernal G. Riffe, III; his three daughters, Cathy Skiver, Verna Kay Riffe and Mary Beth Hewitt; and his seven grandchildren, The Honorable Vernal G. Riffe, Jr. 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 tenth day of September, 1997, do hereby commemorate The Honorable Vernal G. Riffe, Jr. 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 The Honorable Vernal G. Riffe, Jr.

TRIBUTE TO LATE MRS. VIRGINIA M. ROWAN.

WHEREAS, Virginia M. Rowan has been called to eternal life by the wisdom of God at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Virginia M. Rowan was born on August 22, 1915, the daughter of Martin and Sara Jane Smith (nee McGrath) in the City of Chicago; and

WHEREAS, Virginia M. Rowan was raised on the south side and attended Hirsch High School; and

WHEREAS, Virginia M. Rowan was the loving and devoted wife of Thomas B. Rowan, a retired lieutenant of the Chicago Police Department; and

WHEREAS, A resident of the Beverly neighborhood since 1968, Virginia M. Rowan was a homemaker and the mother of nine children; and

WHEREAS, Following in their father's footsteps, many of the children of Virginia M. and Thomas B. Rowan went on to become public servants of the City of Chicago; and

WHEREAS, Marjorie Hamilton, Thomas, Michael and Richard Rowan are members of the Chicago Police Department and Virginia and David Rowan are members of the Chicago Fire Department; and

WHEREAS, Virginia M. Rowan was the beloved matriarch of the Rowan family who will be deeply missed by her sixteen grandchildren and six great-grandchildren; and

WHEREAS, All who knew Virginia M. Rowan considered her to be a bright beacon of holiness and thoughtfulness toward others; and

WHEREAS, To her husband, Thomas B.; and her seven sons, William, Thomas, Michael, David, Richard, Robert and the late Stephen; her two daughters, Marjorie Hamilton and Virginia; her sixteen grandchildren; and

six great-grandchildren, Virginia M. Rowan 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 tenth day of September, 1997, do hereby commemorate Virginia M. Rowan for her grace-filled life and do hereby extend our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Virginia M. Rowan.

TRIBUTE TO LATE HONORABLE JEAN H. SMITH.

WHEREAS, The Honorable Jean H. Smith 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 her passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Jean H. Smith was born on December 22, 1913, in Evanston, Illinois, the daughter of Matilda Rose and John Henry Hartmen; and

WHEREAS, A graduate of Proviso High School, Class of 1930, The Honorable Jean H. Smith was the loving wife of Hugh C. Smith; and

WHEREAS, The Honorable Jean H. Smith was an active and effective participant in educational and political matters, having served from 1953 to 1957 as a trustee for the Village of Glen Ellyn; and

WHEREAS, The Honorable Jean H. Smith was a people-oriented public official who combined wit and wisdom into a unique personal style; and

WHEREAS, A devoted and tireless public servant, The Honorable Jean H. Smith worked tirelessly in various capacities for the village over the years; and

WHEREAS, At the time of her retirement in 1986, The Honorable Jean H. Smith had faithfully served the Village of Glen Ellyn for twenty-eight years; and

WHEREAS, All who knew The Honorable Jean H. Smith considered her to be a bright beacon of holiness and thoughtfulness toward others; and

WHEREAS, The Honorable Jean H. Smith will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her three daughters, Mary Jean Davidson, Judy Martin and Katherine M. Kallestad; her seven grandchildren; and her ten great-grandchildren, The Honorable Jean H. Smith 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 tenth day of September, 1997, do hereby commemorate The Honorable Jean H. Smith for her 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 The Honorable Jean H. Smith.

*CONGRATULATIONS EXTENDED TO PROFESSOR M. CHERIF
BASSIOUNI ON HIS SIXTIETH BIRTHDAY.*

WHEREAS, Professor M. Cherif Bassiouni will celebrate his sixtieth birthday on December 9, 1997; and

WHEREAS, The Chicago City Council has been informed of this auspicious occasion by Alderman Edward M. Burke; and

WHEREAS, Professor M. Cherif Bassiouni is a legal scholar held in high esteem by his peers who has served with distinction as a member of the faculty of Depaul University Law School since 1964; and

WHEREAS, Professor M. Cherif Bassiouni has served as the president of the International Institute of Higher Studies in Criminal Sciences since 1988; and

WHEREAS, Professor M. Cherif Bassiouni is the author and editor of thirty-eight books on United States criminal law; and

WHEREAS, A widely acclaimed expert on legal matters, Professor M. Cherif Bassiouni has served as a consultant to the United States State Department and the Department of Justice; and

WHEREAS, Professor M. Cherif Bassiouni has won many awards including the Order of Military Valor, the Order of Merit, the Order of Merit of the Republic, the Order of Sciences and the Order of Merit of the Austrian Republic; and

WHEREAS, Professor M. Cherif Bassiouni will gather with relatives and friends for a special celebration of his birthday on December 16, 1997, in Siracusa, Italy; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this tenth day of September, 1997, do hereby congratulate Professor M. Cherif Bassiouni on the occasion of his sixtieth birthday and extend every best wish for his future happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Professor M. Cherif Bassiouni.

*CONGRATULATIONS EXTENDED TO OFFICER RUSSELL FORD
ON HIS RETIREMENT FROM CHICAGO POLICE
DEPARTMENT.*

WHEREAS, Officer Russell Ford retired from the Chicago Police Department on August 18, 1997, following thirty-six years of devoted public service; and

WHEREAS, The Chicago City Council has been informed of this auspicious milestone by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of the Mount Greenwood neighborhood, Officer Russell Ford is the devoted husband of Patricia and the loving father of Steve, Theresa and Scott; and

WHEREAS, Born and raised in the Canaryville neighborhood, Officer Russell Ford was a member of the Class of 1956, of Tilden Technical High School; and

WHEREAS, From 1957 to 1959, Officer Russell Ford served with honor and distinction in the United States Marine Corps; and

WHEREAS, A dedicated public servant, Officer Russell Ford joined the Chicago Police Department on July 10, 1961 and served in the 1st, 6th, 9th, 12th and 22nd Districts; and

WHEREAS, Since 1991, Officer Russell Ford had served in the Labor Relations Section of the Patrol Division; and

WHEREAS, Throughout his illustrious law enforcement career, Officer Russell Ford was awarded fifty Honorable Mentions and received eleven Complimentary Letters; and

WHEREAS, Family members, friends and colleagues will join Officer Russell Ford on September 18, 1997, at a special retirement celebration held in his honor at the Lexington House Restaurant, 7717 West 95th Street, Hickory Hills; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled this tenth day of September, 1997, do hereby congratulate Officer Russell Ford on the occasion of his retirement from the Chicago Police Department and extend every best wish for future good health, happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Officer Russell Ford.

CONGRATULATIONS EXTENDED TO REVEREND
J. CLETUS KILEY ON HIS APPOINTMENT AS
EXECUTIVE DIRECTOR OF SECRETARIAT
FOR PRIESTLY LIFE AND MINISTRY FOR
THE NATIONAL CONFERENCE OF
CATHOLIC BISHOPS.

WHEREAS, The Reverend J. Cletus Kiley has been appointed to serve as executive director of the Secretariat for Priestly Life and Ministry for the National Conference of Catholic Bishops in Washington, D.C.; and

WHEREAS, The Chicago City Council has been informed of this national appointment by Alderman Edward M. Burke; and

WHEREAS, The Reverend J. Cletus Kiley was a close confidant and advisor to the late Joseph Cardinal Bernardin and devoted priest of the Roman Catholic Archdiocese of Chicago since 1974; and

WHEREAS, The Reverend J. Cletus Kiley is a highly respected and greatly admired member of the clergy who has faithfully served since 1996 as the pastor of Saint Agnes Church, the largest Hispanic parish in the City of Chicago; and

WHEREAS, From 1994 to 1996, the Reverend J. Cletus Kiley worked tirelessly as the rector and president of Saint Joseph Seminary at Loyola University of Chicago; and

WHEREAS, From 1990 to 1994, the Reverend J. Cletus Kiley served as rector and president of Niles College Seminary during a key period in the seminary's history in which he helped reorganize and relocate it to Loyola University of Chicago; and

WHEREAS, For the previous seven years, the Reverend J. Cletus Kiley served as the director of the Department of Personnel Services for the Roman Catholic Archdiocese of Chicago; and

WHEREAS, During that same period, the Reverend J. Cletus Kiley also served as associate pastor of Saint Teresa Church in Chicago; and

WHEREAS, The Reverend J. Cletus Kiley is fluent in the Spanish language and began his involvement in Hispanic ministry as associate pastor of Epiphany Church in Chicago; and

WHEREAS, Following his long and devoted service to the Archdiocese of Chicago, the Reverend J. Cletus Kiley will be dearly missed by his many friends and associates upon his departure for his new role in Washington, D.C.; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this tenth day of September, 1997, do hereby congratulate the Reverend J. Cletus Kiley upon the occasion of his appointment as executive director of the Secretariat for Priestly Life and Ministry for the National Conference of Catholic Bishops and extend every best wish for his continued good health, success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Reverend J. Cletus Kiley.

**CONGRATULATIONS EXTENDED TO MR. JOHN BRENNAN
LARKIN ON HIS ACCEPTANCE AS MEMBER OF
EUROPEAN UNION VISITORS PROGRAMME.**

WHEREAS, John Brennan Larkin has been named as a member of the European Union Visitors Programme; and

WHEREAS, The Chicago City Council has been informed of this auspicious honor by Alderman Edward M. Burke; and

WHEREAS, Since 1974, the European Union Visitors Programme has sent young leaders from outside the European Union to visit Europe to gain a first-hand appreciation of the European Union's goals; and

WHEREAS, The European Union Visitors Programme is jointly sponsored and administered by the European Parliament and the European Commission; and

WHEREAS, John Brennan Larkin is an assistant vice president of Aon Risk Services, Inc., a corporation owned by the Aon Group, the world's largest insurance brokerage and consulting firm; and

WHEREAS, John Brennan Larkin also serves as the president of the North Central Chapter of the Ireland Chamber of Commerce of the United States of America, Incorporated, an organization that assists American businesses locate and distribute goods in Ireland; and

WHEREAS, John Brennan Larkin is one of only twenty-four young American leaders who have been chosen this year to participate in this vital programme which will visit Brussels, Luxembourg, Strasbourg and Dublin; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this tenth day of September, 1997, do hereby congratulate John Brennan Larkin for his acceptance into the European Union Visitors Programme and extend every best wish for his continued good health and future achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John Brennan Larkin.

**CONGRATULATIONS EXTENDED TO MS. CAROL MARIN AND
MR. RON MAGERS ON RECEIPT OF 1997 BETTER
GOVERNMENT ASSOCIATION DISTINGUISHED
JOURNALISM AWARD.**

WHEREAS, Carol Marin and Ron Magers have been named as the 1997 recipients of the B.G.A. Distinguished Journalism Award; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Edward M. Burke; and

WHEREAS, The Better Government Association will honor Carol Marin and Ron Magers for their contributions to investigative reporting at its annual benefit held on September 18, 1997, at the Four Seasons Hotel; and

WHEREAS, Carol Marin and Ron Magers are former anchors and reporters for WMAQ-Television in Chicago; and

WHEREAS, Carol Marin joined WMAQ in 1978 and Ron Magers joined the station in 1981; and

WHEREAS, Over the years, Carol Marin and Ron Magers have been anchors and reporters whose names have become synonymous with excellence in journalism in the City of Chicago; and

WHEREAS, Carol Marin was inducted in 1992 into the Chicago Journalism Hall of Fame and has won fourteen Chicago Emmy Awards; and

WHEREAS, Ron Magers has been the recipient of four Chicago Emmy Awards, a Peter Lisagor Award and a National Press Club Citation; and

WHEREAS, Carol Marin and Ron Magers left WMAQ-Television in the summer of 1997 after the station invited talk show host Jerry Springer to share the airwaves as a commentator; and

WHEREAS, Carol Marin and Ron Magers received national recognition for their courageous decision to resign in protest from the station; and

WHEREAS, All who know Carol Marin and Ron Magers consider them to be living examples of journalistic integrity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this tenth day of September, 1997, do hereby congratulate Carol Marin and Ron Magers on their selection as the 1997 recipients of the B.G.A. Distinguished Journalism Award; and

Be It Further Resolved, That suitable copies of this resolution be presented to Carol Marin and Ron Magers.

**CONGRATULATIONS EXTENDED TO BAGCRAFT CORPORATION
ON IT'S FIFTIETH ANNIVERSARY.**

WHEREAS, Bagcraft Corporation of America will celebrate its fiftieth anniversary on September 14, 1997; and

WHEREAS, The Chicago City Council has been informed of this auspicious occasion by Alderman Edward M. Burke; and

WHEREAS, Bagcraft Corporation of America was founded in 1947 by President Al Meister, his partner, Vice President Norman Ressler, and Paul Varge, Plant Vice President; and

WHEREAS, These three talented businessmen pooled their fifty years of combined packaging experience into a company they called Bagcraft; and

WHEREAS, The first location of the Bagcraft Corporation of America was in Cicero, Illinois, and the company moved in 1951 to a larger plant at 4501 South Kildare Avenue; and

WHEREAS, Six years later, Bagcraft Corporation of America required even more space and moved to a one hundred six thousand square foot facility at 3900 West 43rd Street; and

WHEREAS, In the early days, Bagcraft Corporation of America manufactured bakery and ice cream bar bags; and

WHEREAS, Today, Bagcraft Corporation of America is a quality manufacturer of flexible packaging and has over eighteen working patents covering everything from hamburger wrappers to popsicle bags; and

WHEREAS, Bagcraft Corporation of America has One Hundred Twenty-nine Million Dollars in annual sales and is a subsidiary of ARTRA Group, Inc., based in Northfield, Illinois; and

WHEREAS, Bagcraft Corporation of America is a highly respected company and is located in the 14th Ward of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this tenth day of September, 1997, do hereby congratulate Bagcraft Corporation of America on its fiftieth anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mark F. Santacrose, president of Bagcraft Corporation of America.

*ILLINOIS CONGRESSIONAL DELEGATION URGED
TO OPPOSE NATIONWIDE TOBACCO
ACCORD.*

WHEREAS, The United States Congress will vote on a Three Hundred Eighty-five Billion Five Hundred Million Dollar proposed nationwide tobacco accord; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Cigarette makers and forty state attorneys general agreed to a proposed accord aimed at helping to protect young people from the dangers of smoking in June of 1997; and

WHEREAS, Under the proposed settlement, cigarette companies would pay annual fines of Eighty Million Dollars for every percentage point that smoking by young people failed to drop below thirty percent over a five-year period, fifty percent over seven years and sixty percent over ten years; and

WHEREAS, Annual payments would be capped at Two Billion Dollars under the proposed agreement; and

WHEREAS, Along with paying penalties for smoking by young people, tobacco companies under the proposal, agreed to settle lawsuits by states and smokers and to impose broad restrictions on tobacco advertising; and

WHEREAS, In return, the plan which requires approval by the United States Congress, would provide the industry protection against certain types of lawsuits and punitive damages; and

WHEREAS, The members of the Illinois Congressional Delegation must vote on the proposed nationwide tobacco accord; and

WHEREAS, Critics of the proposed accord, including members of Congress and public health experts, have objected to the proposed settlement as a bailout of an outlaw industry that does not go far enough toward reducing addiction to nicotine; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled, this tenth day of September, 1997, do hereby call upon the Illinois Congressional Delegation to vote against the proposed nationwide tobacco accord; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the members of the Illinois Congressional Delegation.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN RUGAI (19th Ward):**

TRIBUTE TO LATE MR. JOHN M. COLEMAN.

WHEREAS, John M. Coleman, M.D., 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 Alderman Virginia Rugai; and

WHEREAS, John M. Coleman, M.D., was the beloved husband and the best friend of Margaret M. Coleman, (nee O'Connell) for forty-nine years; and

WHEREAS, John M. Coleman, M.D., was the devoted father of a close-knit family of fourteen children which included two lawyers, two nurses, and one member of the pharmaceutical field; and

WHEREAS, John M. Coleman, M.D., generously spread benevolence and goodwill on the southwest side of Chicago while healing the sick in his role as a medical practitioner; and

WHEREAS, John M. Coleman, M.D., was a longtime resident of the Beverly neighborhood where he earned a reputation as a jovial and good-natured man who always wore a smile and spoke kindly to others; and

WHEREAS, A native of Davenport, Iowa, John M. Coleman, M.D., graduated from Saint Ambrose College before moving to Chicago to attend the University of Illinois Medical School; and

WHEREAS, From 1950 to 1952, John M. Coleman, M.D., served as a captain in the United States Army-Air Medical Corps; and

WHEREAS, After his return to Chicago, John M. Coleman, M.D., began a forty-five year career specializing in internal medicine and gastroenterology at Little Company of Mary Hospital in Evergreen Park, Holy Cross Hospital and Mercy Hospital and Medical Center; and

WHEREAS, A two-term president of the medical and scientific staff of Mercy Hospital, John M. Coleman, M.D., helped oversee construction of the new hospital and also authored many medical research articles and received many awards for professional excellence; and

WHEREAS, John M. Coleman, M.D., was a devoted and enthusiastic fan of the University of Notre Dame football team and an avid golfer who had two holes-in-one to his credit; and

WHEREAS, John M. Coleman, M.D., will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, All who knew John M. Coleman, M.D., considered him to be a bright beacon of compassion and thoughtfulness toward others; and

WHEREAS, To his wife, Margaret; his eight sons, John, Michael, Tom, Timothy, Terry, Richard, David and Daniel; his six daughters, Maureen, Maribeth, Margaret, Patricia, Diane and Cathleen; his two brothers, Dr. Thomas and James "Skeets"; his two sisters, Betty and Ann; and his forty-three grandchildren, John M. Coleman, M.D., 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 tenth day of September, 1997, do hereby commemorate John M. Coleman, M.D., 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 John M. Coleman, M.D..

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN ZALEWSKI (23rd Ward):**

**CONGRATULATIONS EXTENDED TO ARCHER MANOR LITTLE
LEAGUE THIRTEEN YEAR OLD BOYS ALL-STARS BASE-
BALL TEAM ON WINNING ILLINOIS STATE
JUNIOR LEAGUE CHAMPIONSHIP.**

WHEREAS, The Archer Manor Little League Thirteen Year Old Boys All-Stars Baseball Team concluded their 1997 season by capturing the Illinois State Junior League Championship in Elgin; and

WHEREAS, The Chicago City Council has been informed of this auspicious milestone by Alderman Edward M. Burke and Alderman Michael R. Zalewski; and

WHEREAS, The Archer Manor Little League Thirteen Year Old Boys All-Stars Baseball Team defeated the Rochelle All-Stars in a 5-to-3 victory; and

WHEREAS, The Archer Manor Little League Thirteen Year Old Boys All-Stars Baseball Team was coached by The Honorable Raymond L. Jagielski and Jeff Twardy; and

WHEREAS, The team, composed of talented young junior athletes from the southwest side, concluded their regular season with a undefeated record of 16-0 in inter-league play; and

WHEREAS, The Archer Manor Little League Thirteen Year Old Boys All-Stars Baseball Team began their post-season play by winning the District 15 Championship; and

WHEREAS, The Archer Manor Little League Thirteen Year Old Boys All-Stars Baseball Team subsequently won the Sectional Championship by a score of 14-to-0, a victory which allowed the team to proceed to the Junior State Championship; and

WHEREAS, On July 31, 1997, the Archer Manor Little League Thirteen Year-Old Boys All-Stars Baseball Team won the Junior League Championship with Mike Boyd as the starting pitcher and Mark Gonciarczyk as relief pitcher; and

WHEREAS, The City of Chicago is exceedingly proud of the members of the Archer Manor Little League Thirteen Year Old Boys All-Stars Baseball Team; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this tenth day of September, 1997, do hereby congratulate the Archer Manor Little League Thirteen Year Old Boys All-Stars Baseball Team upon their victory as Illinois State Junior League Champions; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Coaches, The Honorable Raymond L. Jagielski and Jeff Twardy and the members of the Archer Manor Little League Thirteen Year Old Boys All-Stars Baseball Team.

Presented By

**ALDERMAN BURKE (14th Ward),
ALDERMAN O'CONNOR (40th Ward) And
ALDERMAN STONE (50th Ward):**

**SEPTEMBER 10, 1997 DECLARED
"JOHN JAMES HELIOTES DAY
IN CITY OF CHICAGO".**

WHEREAS, John James Heliotes is a distinguished and respected member of his community who is greatly deserving of the appreciation of the people of the City of Chicago; and

WHEREAS, The Chicago City Council has been informed of this by Alderman Edward M. Burke, Alderman Patrick O'Connor and Alderman Bernard Stone; and

WHEREAS, John James Heliotes served honorably for nearly more than twenty years as a devoted public servant of the City of Chicago; and

WHEREAS, John James Heliotes was raised in the Bridgeport neighborhood and later moved to Chicago's north side where he was an active member of the 40th Ward Regular Democratic Organization; and

WHEREAS, John James Heliotes began his tenure with the city on April 16, 1975 as an engineering technician for the Department of Streets and Sanitation; and

WHEREAS, On January 1, 1984, John James Heliotes was reassigned as an engineering technician to the Department of Public Works, which later became known as the Chicago Department of Transportation; and

WHEREAS, Following nearly two decades of tireless dedication, John James Heliotes retired from the City of Chicago on June 30, 1993; and

WHEREAS, John James Heliotes is the loving husband of Katherine and the devoted father of Diana and Steven; and

WHEREAS, John James Heliotes bravely served in the United States Army during World War II; and

WHEREAS, All who know John James Heliotes consider him to be a bright beacon of compassion and thoughtfulness toward others; and

WHEREAS, The Chicago City Council wishes to recognize John James Heliotes for his many contributions and his esteemed tenure of service and achievement; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this tenth day of September, 1997, do hereby declare this date as "John James Heliotes Day in the City of Chicago" and extend our best wishes to John James Heliotes and his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John James Heliotes.

Presented By

ALDERMAN JONES (15th Ward):

TRIBUTE TO LATE MR. JOHN E. ALLEN.

WHEREAS, Almighty God in his infinite mercy and wisdom has called to his eternal reward John E. Allen on the fourteenth day of August, nineteen hundred and ninety-seven, A.D.; and

WHEREAS, John Allen was an honored citizen and was a retiree of Libby McNeal of Chicago with thirty years employment. He leaves to mourn a host of relatives and friends and will be sorely missed; and

WHEREAS, John E. Allen 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 tenth day of September, nineteen hundred and ninety seven, A.D., do hereby express our sorrow on the death of John E. Allen and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of John E. Allen.

TRIBUTE TO LATE MR. MITCHELL WILBANKS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Mitchell Wilbanks, beloved citizen and friend, July 31, 1997; and

WHEREAS, Born June 22, 1942, Mitchell Wilbanks completed his education at Chicago's Lewis Chaplin Elementary and Englewood High Schools and was a devoted member of Antioch Missionary Baptist Church; and

WHEREAS, In November, 1995, Mitchell Wilbanks moved to Las Vegas, Nevada, and, as he had in Chicago, made many friends. He was a loved and loving person and will be greatly missed by all; and

WHEREAS, Mitchell Wilbanks and his wife, Emma, had two daughters; Lawanda Jean and Deborah Lynn. Deborah Lynn preceded him in death, and he leaves to cherish his memory his daughter, Lawanda Jean; two sisters, Vernice (Pershing) Hatch and Dorothy Murphy; a loving and devoted friend, Cynthia Gutierrez and her two daughters; seven grandchildren; and many other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby express our sorrow on the passing of Mitchell Wilbanks, 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 Mitchell Wilbanks.

*CONGRATULATIONS EXTENDED TO MS. JUANITA JONES
FOR OUTSTANDING COMMUNITY SERVICE.*

WHEREAS, Juanita Jones has received recognition and honorable mentions since 1981 in her efforts to make a portion of Chicago's 15th Ward more beautiful; and

WHEREAS, Juanita Jones on her own has successfully maintained four vacant lots for approximately nineteen years, Juanita Jones has cleaned these lots continuously, in addition to planting flowers, grass and shrubs; and

WHEREAS, Juanita Jones will be awarded a certificate of appreciation by her peers; and

WHEREAS, Juanita Jones represents the highest standard of commitment and dedication; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby extend our sincerest congratulations to Juanita Jones for her nineteen years of community service and dedication; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Juanita Jones.

Presented By

ALDERMAN PETERSON (17th Ward):

TRIBUTE TO LATE MR. CURTIS V. REED.

WHEREAS, God in his infinite wisdom has called to his eternal reward Mr. Curtis V. Reed; and

WHEREAS, Curtis V. Reed was born on May 15, 1918 to Major Will and Gracie Pettis Reed in Mayberry, West Virginia; and

WHEREAS, After thirty-eight years of service, Mr. Reed retired from Republic Steel; and

WHEREAS, Curtis V. Reed was known as a kind and giving person. A beloved husband to the late Della Reed, Mr. Reed leaves to cherish his memory his five children, Phillis, Marsha, Michael, Curtis, Jr., Anthony and his stepdaughter, Pamela; his brothers and sisters, Jessie, Naomi, Lucille, Virginia, Rudolph, Dallas, Matthew, Major William, Garnett, Rayfield and Ruth; and a host of relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, do hereby extend to the family of Curtis V. Reed our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Curtis V. Reed.

TRIBUTE TO LATE MR. STEVE L. WILLIAMS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Steve L. Williams; and

WHEREAS, Born on October 16, 1955, Steve L. Williams was raised by Ms. Rose Strickland; and

WHEREAS, Steve L. Williams served in the United States Army honorably; and

WHEREAS, Steve L. Williams was known as a kind and loving person. He leaves to cherish his memory his wife, Rhonda; his stepdaughter, Sheila; his mother figures, Ruth Davis, Gennetta Herring and Lena Perkins; his father figure, Charles Davis; and a host of relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, do hereby extend to the family of the late Steve L. Williams our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Steve L. Williams.

Presented By

ALDERMAN MURPHY (18th Ward):

**CONGRATULATIONS EXTENDED TO WALTER AND
CHARLOTTE CRONIN ON THEIR FIFTIETH
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Walter E. Cronin of Chicago's great south side are celebrating fifty years of married life; and

WHEREAS, The Chicago City Council has been informed of this honor by Alderman Thomas W. Murphy; and

WHEREAS, Charlotte and Walter (Joe) were born and raised on the south side of Chicago, graduating from Lindblom High School and married at Assumption Catholic Church on September 27, 1947; and

WHEREAS, The Cronins are the proud parents of daughter Maureen O'Hara who is married to Thomas O'Hara, a Cook County public defender, and grandparents of two granddaughters, Patricia Ann and Katie Scarlett O'Hara; and

WHEREAS, Charlotte and Joe exemplify the highest standards of love and service to their family, neighborhood and their country; and

WHEREAS, Joe heroically served his country in the United States Army during the Second World War, spending nineteen months of his tour of duty as a prisoner of war; and

WHEREAS, Joe returned home and was employed by Mickelberry's and is a survivor of the Mickelberry fire of February 7, 1968, and retired from Mickelberry's in 1980; and

WHEREAS, Charlotte also served her country admirably during the Second World War as a member of the United States Coast Guard for three years from 1943 through 1945; and

WHEREAS, Charlotte is retired from the Carpenters Union, Local 13, and now serves as the current treasurer of Progress Lodge 202 of the Croation Fraternal Union; and

WHEREAS, Charlotte and Joe were longtime parishioners of Little Flower Parish, where they were true examples of Christian love to both family, neighbors and their church community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby congratulate both Charlotte and Joe Cronin on having achieved fifty years of married life together, and we extend to them and to their proud family our best wishes for a bright, prosperous and successful future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Joe and Charlotte at their anniversary celebration of September 28, 1997.

*CONGRATULATIONS EXTENDED TO LEONARD AND
HELEN SANTOR ON THEIR FIFTIETH
WEDDING ANNIVERSARY.*

WHEREAS, Mr. and Mrs. Leonard Santor of Chicago's great south side are celebrating fifty years of married life; and

WHEREAS, The Chicago City Council has been informed of this honor by Alderman Thomas W. Murphy; and

WHEREAS, Helen and Leonard were married on August 9, 1947 at Holy Angel Church in Gary, Indiana, with their family and friends witnessing their commitment; and

WHEREAS, Helen and Leonard have witnessed the blessings of God on their marriage in their ten children, namely, Bonnie, Leonard, Donald, Jackie, Kathy, Sharon, John, Mary, Michael and Leon, and in their twelve beautiful grandchildren; and

WHEREAS, Helen and Leonard exemplify the highest standards of love and service to their family, neighborhood and their country in their thirty-nine years as parishioners of Saint Thomas More Parish; and

WHEREAS, Leonard was employed by Darling & Company as an interstate truck driver from 1946 through 1961, and from 1961 until his retirement in 1986, he hauled flammable liquids interstate for Coastal Tank Lines; and

WHEREAS, Helen was employed at the Gary Steel Mills for four years, and retired in 1996 with six years of service to Bethel Lutheran Church; and

WHEREAS, Helen is known and loved by all in the Saint Thomas More community for her spirit of volunteerism because a parish event was never perfect without Helen Santor in the kitchen, and both the parish bingo and Altar Guild owe Helen a debt of gratitude; and

WHEREAS, Helen brought her volunteerism outside the church community by serving TOPS as a club officer for thirty years, and entertained nursing home residents, senior groups, and various clubs as a member of a kitchen band; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby congratulate both Helen and Leonard Santor on having achieved fifty years of married life together, and we extend to them and to their proud family our best wishes for a bright, prosperous and successful future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Helen and Leonard Santor.

Presented By

ALDERMAN RUGAI (19th Ward):

TRIBUTE TO LATE MR. CHARLES E. HELMOLD.

WHEREAS, God in his almighty wisdom called Charles E. Helmold to his eternal reward on August 13, 1997; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Charles was born to Charles and Ceil Helmold on April 8, 1939; and

WHEREAS, Charles attended Saint Dorothy's Grammar School and Saint Leo High School in the city; and

WHEREAS, Charles married Mary Alice McDonald and they were blessed with four children, Carolyn, Kevin, Brian and Jeanne; and

WHEREAS, Charles started his career as a Chicago Fire Fighter in 1973 being assigned to Engine 13 and then in 1975 he was transferred to Truck 16. Charles was promoted in 1985 to lieutenant of the 5th District Relief and was later assigned to Engine 92 where he stayed until his retirement on April 2, 1996; and

WHEREAS, Charles, throughout his career, upheld the finest traditions of the Chicago Fire Department and was respected for his dedication to the citizens of Chicago; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this tenth day of September, 1997, do hereby pay tribute to Charles E. Helmold for his years of dedicated service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Charles E. Helmold.

TRIBUTE TO LATE REVEREND EDWARD F. MYERS.

WHEREAS, God in his infinite wisdom has called the Reverend Edward F. Myers to his eternal reward; and

WHEREAS, The Chicago City Council has been made aware of his passing by Alderman Virginia A. Rugai; and

WHEREAS, Reverend Myers was ordained by Samuel Cardinal Strich on February 24, 1945; and

WHEREAS, During his career, Reverend Myers served as pastor of Holy Cross Church, as assistant director of Catholic Cemeteries for thirty years, and co-founded the Apostolate of the Handicapped with the late Monsignor Thomas Obrycki; and

WHEREAS, Reverend Myers was the pastor of Christ the King Church in the Beverly neighborhood for more than twenty years; and

WHEREAS, The nine hundred families, and three hundred forty-five children of Christ the King Church will dearly miss Father Myers; and

WHEREAS, After his retirement from Christ the King Church, Reverend Myers continued to serve the southwest side community as a resident associate of both Saint Bernadette Church in Evergreen Park, and Saint Barbara Church in Brookfield; and

WHEREAS, Reverend Myers will be remembered as a loving man of deep faith, joy and happiness; and

WHEREAS, Reverend Myers is survived by his sister, Helen M. Navolio; eight nieces and nephews; and twelve grandnieces and grandnephews; now, therefore,

Be It Resolved, That the Mayor of Chicago, and the members of the Chicago City Council, in meeting on the tenth of September, 1997, do hereby honor and pay tribute to Reverend Edward F. Myers for a lifetime of service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be given to the family of Reverend Edward F. Myers.

*GRATITUDE EXTENDED TO MR. BRIAN ZOFKIE FOR
OUTSTANDING COMMUNITY SERVICE.*

WHEREAS, Brian Zofkie is to be commended on the volunteer work that he has been active in for the past three years; and

WHEREAS, The Chicago City Council has been informed of this work by Alderman Virginia A. Rugai; and

WHEREAS, Brian is a student at Brother Rice High School where he attains a grade point average of 4.20 in the honors program. He is a member of the football and volleyball teams; and

WHEREAS, Brian has made volunteering a priority in his life. His motto is "I know in my heart that I have done something good no matter how small the job and that by my example I can encourage others to do the same"; and

WHEREAS, Brian has volunteered for the following charities: Misericordia, Cystic Fibrosis, Lydia Home for Foster Children and the Chris Zorich Foundation. During the Christmas of 1995, Brian, initiated a program to collect stuffed animals for the children of LaRabida Hospital. Currently, he is working to collect school supplies for needy children in the community; and

WHEREAS, Through volunteering Brian has been able to experience first hand the devastation that poverty and unemployment brings to families, highlighting again the importance of community and individual involvement; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this tenth day of September, 1997, do hereby extend our thanks to Brian Zofkie for his dedication in helping the less fortunate; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Brian Zofkie.

Presented By:

ALDERMAN ZALEWSKI (23rd Ward):

TRIBUTE TO LATE MR. ROMEO C. GATAN.

WHEREAS, God in his infinite wisdom has called Romeo C. Gatan to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Michael R. Zalewski; and

WHEREAS, As the beloved husband of Flordelina; devoted father of Roy, Myrna, Gemalie, Viannie, Ronald and Marlene; and honored grandfather of Jennifer, Jeremy, Jonathan, Elizabeth, Matthew and Christine, Romeo leaves behind a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members for the Chicago City Council, gathered here this tenth day of September, 1997, do hereby express our sorrow on the death of Romeo C. Gatan and extend our sympathy to his family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be provided to the family of Romeo C. Gatan.

*TRIBUTE TO LATE MR. CHRISTOPHER J. TERRY
AND MR. MICHAEL S. TERRY.*

WHEREAS, God in his infinite wisdom has called Christopher J. Terry and Michael S. Terry to their eternal reward; and

WHEREAS, The Chicago City Council has been informed of their passing by Alderman Michael R. Zalewski; and

WHEREAS, As the cherished sons of John and Vicki; dearest brothers of Jordan Lee and Payton Jonathan; and beloved grandsons of Lutisha Tillman and John and Mary Louise Terry, Christopher and Michael leave a legacy of purity, innocence, compassion and love; now therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of September, 1997, do hereby express our sorrow on the deaths of Christopher J. Terry and Michael S. Terry and extend our sympathy to their family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be provided to the family of Christopher J. Terry and Michael S. Terry.

*CONGRATULATIONS EXTENDED TO MR. VINCE
PAVILIONIS ON ACHIEVING RANK OF
EAGLE SCOUT.*

WHEREAS, Vince Pavilionis of Scout Troop 671, was presented with the Eagle Scout Award on Sunday, September 7, 1997; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Michael Zalewski; and

WHEREAS, The Eagle Scout Award is the highest rank a Boy Scout can earn; and

WHEREAS, Vince had to fulfill the "Scout Oath" by serving God and country and organize a service project for his community; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this tenth day of September, 1997, do hereby congratulate Vince Pavilionis and his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Vince Pavilionis.

*CONGRATULATIONS EXTENDED TO YUGOSLAV HERITAGE
BENEVOLENT AND PLEASURE CLUB ON ITS
SEVENTY-FIFTH ANNIVERSARY.*

WHEREAS, The Heritage Benevolent and Pleasure Club began its organizational career of seventy-five years in 1922 as the Yugoslav Benevolent and Pleasure Club, extending an invitation to all persons of Yugoslav heritage to join its membership and to be proud of their ancestry; and

WHEREAS, The Club began in January of 1922 at the National Hall on Racine Avenue and 18th Street in the Pilsen community. With its membership consisting of Croatian, Serbian and Slovine heritage, the club formed the cornerstone of unity of Yugoslavs in the greater Chicago area; and

WHEREAS, In 1926, with a small treasury and tremendous courage of the membership, the Club moved to its present site, 5540 South Narragansett Avenue. Lots were purchased and in 1930 a club house and community center were built with the grand opening celebration held on May 17, 1931, for all to enjoy in the greater Chicago metropolitan area; and

WHEREAS, Due to the unfortunate situation in former Yugoslavia, the membership of the Club, legally changed the name of the club to the Heritage Benevolent and Pleasure Club of Chicago in February, 1992; and

WHEREAS, This seventy-fifth year of history would not be complete if we did not pay respectful tribute to our departed members, as well as express our sincere appreciation to all the individuals, who have given so much of their time and effort to the Heritage Club; now, therefore,

Be It Resolved, That we, the Mayor, City Clerk James J. Laski and members of the Chicago City Council gathered here this tenth day of September, 1997, do congratulate the Heritage Club on its seventy-fifth anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Heritage Benevolent and Pleasure Club of Chicago.

Presented By

ALDERMAN BURNETT (27th Ward):

**GRATITUDE EXTENDED TO FIRST BAPTIST
CONGREGATIONAL CHURCH OF CHICAGO
FOR CONTINUED SPIRITUAL
LEADERSHIP.**

WHEREAS, The church edifice of the First Baptist Congregational Church of Chicago was designated as a Chicago historical and architectural landmark in 1982 by the City of Chicago; and

WHEREAS, In 1869, the edifice was used as a way station in the underground railroad for escaping slaves; and

WHEREAS, This church was also the site for the formation of many historical black colleges; and

WHEREAS, The First Baptist Congregational Church of Chicago is a beacon of light and a cornerstone of the community; and

WHEREAS, The First Baptist Congregational Church of Chicago is a nurturing center for future community leaders; and

WHEREAS, The First Baptist Congregational Church of Chicago are paradigm busters in their own right; and

WHEREAS, The First Baptist Congregational Church of Chicago are under the auspice and God fearing leadership of Dr. Arthur D. Griffin; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our heartiest congratulations and God's continued blessings to the First Baptist Congregational Church of Chicago and do hereby extend God's infinite wisdom, grace, peace and mercy on their endeavors as they press toward the mark; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Arthur D. Griffin.

Presented By

ALDERMAN E. SMITH (28th Ward):

**GRATITUDE EXTENDED TO DR. SANDRA A. GIVENS FOR HER
OUTSTANDING ACHIEVEMENTS AS PRINCIPAL OF
HERBERT SPENCER ACADEMY.**

WHEREAS, Herbert Spencer Academy, at 214 North Lavergne Avenue, has become during the past decade one of the City of Chicago's outstanding scholastic institutions; and

WHEREAS, The entire Spencer community -- students, parents, teachers, other staff and neighbors -- have been inspired to excellence by the Academy's guiding light, its principal, Dr. Sandra A. Givens; and

WHEREAS, Nationally recognized as a towering educator, Dr. Sandra A. Givens has received this year alone the 7th Congressional District's 1997 "Principal Award", the Chicago Public Schools' "Principal of the Year Award", the Operation PUSH 1997 Outstanding Educator Award and the coveted Outstanding Principal Leadership Award sponsored by the Chicago Board of Education and LaSalle Bank. Spencer Academy's achievements under Dr. Givens' leadership have been recognized nationally by *Education Week* magazine, *CopyLine* magazine and *Metro Forum* as well as locally by the DePaul SAS Program and the *Chicago Tribune*; and

WHEREAS, Dr. Sandra A. Givens has brought to Herbert Spencer Academy years of education and experience, and she has also brought imagination, wisdom and a keen understanding of communication and its importance and application to young minds. She has been especially effective in inspiring students to new heights of learning, and under her leadership Spencer became a math and science academy in 1995; and

WHEREAS, Not only does Dr. Sandra A. Givens represent the highest standard of public service, as a devoted wife and mother, she also represents the strength and solidity of family life. Her immediate family comprises of her loving husband, Birdge, a supervisor in the Office of Recorder of Deeds, Cook County; two sons, Franchot, an M.D. and chief resident of psychiatry at Mount Sinai Hospital, and Kevin, a mechanical engineer; and a daughter, Sonya, a doctor of pharmacy. Her extended family consists of a teaching staff which responds wholeheartedly to her leadership, and a multitude of students who have become better citizens under her caring inspiration; and

WHEREAS, The leaders of this great city are cognizant of the great debt owed to those in whom we entrust our most important resource, our children; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby express our gratitude to Dr. Sandra A. Givens for her outstanding achievements as principal of Herbert Spencer Academy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Sandra A. Givens.

Presented By

ALDERMAN SUAREZ (31st Ward):

**CONGRATULATIONS EXTENDED TO MS. LUCY BARTOSZEWSKI
ON HER SEVENTY-FIFTH BIRTHDAY AND TENTH
ANNIVERSARY AT RADIO STATION WPNA AND
SEPTEMBER 14, 1997 DECLARED
"LUCY BARTOSZEWSKI DAY
IN CHICAGO".**

WHEREAS, On Sunday, September 14, 1997, her many friends and fans will gather to pay tribute to Lucy Bartoszewski on her seventy-fifth birthday and for her tenth anniversary as an outstanding personality at radio station WPNA; and

WHEREAS, A well-known and much-respected businessperson for many years, Lucy Bartoszewski has been owner and hostess of several taverns and clubs on Chicago's great northwest side, and indeed many highly successful polka bands started at one or another of her clubs; and

WHEREAS, Ever mindful of her appreciative community, Lucy Bartoszewski organized and sponsored an annual picnic that over the years has become a much-anticipated community tradition; and

WHEREAS, Since joining the staff at radio station WPNA, Lucy Bartoszewski has increased her popularity throughout Chicagoland; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, do hereby extend our heartiest congratulations to Lucy Bartoszewski on her seventy-fifth birthday and on her tenth anniversary at radio station WPNA, and in that regard do declare that Sunday, September 14, 1997, be known as "Lucy Bartoszewski Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Lucy Bartoszewski.

Presented By

ALDERMAN BANKS (36th Ward):

**CONGRATULATIONS EXTENDED TO POLICE COMMANDER
JOHN C. PAPPAS ON SECOND ANNIVERSARY OF
HIS APPOINTMENT AS 25TH DISTRICT
COMMANDER.**

WHEREAS, The grateful community of the 25th (Grand/Central) Police District is currently celebrating the second anniversary of Police Commander John C. Pappas' appointment as its district commander; and

WHEREAS, Since his appointment on the last day of September, 1995, District Commander John C. Pappas has worked tirelessly for the people of his district, making himself available to them at all times, and cooperating fully with community, civic, religious and political leaders; and

WHEREAS, 25th District Commander John C. Pappas has acted with vigor and purpose to bring the Chicago Alternative Policing Strategies Program (C.A.P.S.) to every area of his district. As his continuing efforts have met with great success, there has been a notable increase in citizen/police understanding and cooperation; and

WHEREAS, District Commander John C. Pappas represents the highest standards of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby express our gratitude and congratulations to 25th District Commander John C. Pappas on the second anniversary of his appointment, and extend to this outstanding leader our very best wishes for continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to 25th District Commander John C. Pappas.

**CONGRATULATIONS EXTENDED TO HOLY TRINITY
GREEK ORTHODOX CHURCH OF CHICAGO AND
SOCRATES GREEK-AMERICAN SCHOOL
ON THEIR ANNIVERSARIES.**

WHEREAS, On October 11, 1997, the leaders, parishioners and friends of

Holy Trinity Greek Orthodox Church of Chicago will gather to celebrate the one hundredth anniversary of this outstanding religious institution; and

WHEREAS, In 1897, Holy Trinity Greek Orthodox Church of Chicago was established as the very first Greek Orthodox Church in the midwest, located in the very heart of Chicago's first Greek settlement. Ten years later, and concurrently celebrating its ninetieth anniversary, the church's Socrates Greek-American School was founded. Today the school continues to meet the educational need of its grateful community and adds to the cultural diversity of this great city by operating a full-time Greek-American program, as well as a part-time Greek school; and

WHEREAS, Holy Trinity Greek Orthodox Church of Chicago stands as an exemplary reminder of the proud and enduring Greek heritage which upholds the highest religious principles, encourages community service, fosters spiritual and family values, and holds education and the work ethic in very high esteem; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby express our fervent congratulations and best wishes to the leaders and parishioners of Holy Trinity Greek Orthodox Church of Chicago in celebration of its one hundredth anniversary, and to the faculty and students of Socrates School on its ninetieth anniversary and in that regard we declare that October 11, 1997 be known as "Holy Trinity Greek Orthodox Church One Hundredth Anniversary Day in Chicago" as well as "Socrates Greek-American School Ninetieth Anniversary Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Holy Trinity Greek Orthodox Church of Chicago, and to Socrates Greek-American School.

Presented By

ALDERMAN ALLEN (38th Ward):

**CONGRATULATIONS EXTENDED TO MR. GEORGE E. MORSE
ON HIS INDUCTION INTO CHICAGO SIXTEEN-INCH
SOFTBALL HALL OF FAME.**

WHEREAS, George E. Morse, a lifelong Chicago sixteen-inch softball pioneer and enthusiast is to be inducted into the Chicago Softball Hall of

Fame on October 4, 1997, in recognition of his playing career, coaching career, and accomplishments as an innovator and ambassador for all Chicagoland softball players; and

WHEREAS, George E. Morse's influence on sixteen-inch softball spans more than five decades, beginning with his memorable 1939 season playing for the Jimmy Rose Shamrocks, at Ogden Park, compiling a perfect 33-0 record; and

WHEREAS, In 1946, after returning from a tour in the United States Army, George E. Morse became the supervisor of Clarendon Park, where he immediately set about making Clarendon the premier venue for Chicago sixteen-inch softball in the 1950s and 1960s by implementing such innovations as lights for night games, hand-dying game balls yellow for better visibility, increasing the base distance from forty-five to fifty-five feet, allowing the pitchers to use a drag step, and implementing the now universal third strike foul ball rule; and

WHEREAS, In 1969, George E. Morse assembled the Carlucci Bobcats, that went on to win the ASA National Title, and then managed the Bobcats to two more national titles in 1970 and 1971; and

WHEREAS, George E. Morse continued to work for the great City of Chicago in his capacity as ward superintendent, serving for twenty-three years and retiring in 1985 as ward superintendent of the 40th Ward, never giving up his love for sixteen-inch softball in Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby congratulate George E. Morse on his induction into the Chicago Sixteen-Inch Softball Hall of Fame; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to George E. Morse.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MR. JOHN K. CAFFERTY.

WHEREAS, God in his infinite wisdom has called to his eternal reward John K. Cafferty, beloved citizen and friend; and

WHEREAS, John K. Cafferty was a vital and active member of the Sauganash community and will be sorely missed. He leaves to mourn his loving wife, Lela; and a host of other relatives and friends; and

WHEREAS, John K. Cafferty 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 tenth day of September, 1997, A. D., do hereby express our sorrow on the death of John K. Cafferty and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of John K. Cafferty

TRIBUTE TO LATE MRS. MARCIA E. CARLSON.

WHEREAS, God in his infinite wisdom has called to her eternal reward Marcia E. Carlson, beloved citizen and friend; and

WHEREAS, Marcia E. Carlson was a vital and active member of her northwest side community and will be sorely missed. She leaves to mourn her loving children, Cindy and Wendy; and a host of other relatives and friends; and

WHEREAS, Marcia E. Carlson will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A. D., do hereby express our sorrow on the death of Marcia E. Carlson and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Marcia E. Carlson.

TRIBUTE TO LATE MR. GLENN R. EKLUND.

WHEREAS, God in his infinite wisdom has called to his eternal reward Glenn R. Eklund, beloved citizen and friend; and

WHEREAS, Glenn R. Eklund was a vital and active member of his northwest side community and will be sorely missed. He leaves to mourn his loving parents, Perry and Stella; his brother, Jim; his sisters, Judy and Joan; and a host of other relatives and friends; and

WHEREAS, Glenn R. Eklund 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 tenth day of September, 1997, A. D., do hereby express our sorrow on the death of Glenn R. Eklund 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 Glenn R. Eklund.

TRIBUTE TO LATE MRS. ROSALEEN FERGUS.

WHEREAS, God in his infinite wisdom has called to her eternal reward Rosaleen Fergus, beloved citizen and friend; and

WHEREAS, Rosaleen Fergus, a native of County Down, Ireland, was a vital and active member of her north side Chicago community and will be sorely missed. She leaves to mourn her loving children, Eileen, William, Thomas, Rosemary, Sister Sally, Maureen and Patrick; her beloved grandchildren and great-grandchildren; and a host of other relatives and friends; and

WHEREAS, Rosaleen Fergus will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A. D., do hereby express our sorrow on the death of Rosaleen Fergus and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Rosaleen Fergus.

TRIBUTE TO LATE MR. FRANK J. HEINRICH.

WHEREAS, God in his infinite wisdom has called to his eternal reward Frank J. Heinrich, beloved citizen and friend; and

WHEREAS, Frank J. Heinrich was a vital and active member of his northwest side community and will be sorely missed. He leaves to mourn his loving wife, Eleanor; his beloved children, Lee, Larry and Leonard; his devoted grandchildren, Paul, Francis, Matthew, Charlie and Eloise; and a host of other relatives and friends; and

WHEREAS, Frank J. Heinrich 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 tenth day of September, 1997, A. D., do hereby express our sorrow on the death of Frank J. Heinrich 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 Frank J. Heinrich.

TRIBUTE TO LATE MRS. IRENE MUCHA.

WHEREAS, God in his infinite wisdom has called to her eternal reward Irene Mucha, beloved citizen and friend; and

WHEREAS, Irene Mucha was a vital and active member of her northwest side community and will be sorely missed. She leaves to mourn her loving children, Carol and Dennis; beloved grandchildren of James III, Cathleen, Cara, Michael, Michael and Christopher; and a host of other relatives and friends; and

WHEREAS, Irene Mucha will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby express our sorrow on the death of Irene Mucha and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Irene Mucha.

TRIBUTE TO LATE MR. ROBERT L. SCHEIBL.

WHEREAS, God in his infinite wisdom has called to his eternal reward Robert L. Scheibl, beloved citizen and friend; and

WHEREAS, Robert L. Scheibl was a vital and active member of his northwest side community and will be sorely missed. He leaves to mourn his loving wife, Louise; his beloved children, Catherine and Robert; his devoted grandchildren, John, Frederick and Mary; and a host of other relatives and friends; and

WHEREAS, Robert L. Scheibl 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 tenth day of September, 1997, A.D., do hereby express our sorrow on the death of Robert L. Scheibl and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Robert L. Scheibl.

TRIBUTE TO LATE MR. ALBERT TOPP III.

WHEREAS, God in his infinite wisdom has called to his eternal reward Albert Topp III, beloved citizen and friend; and

WHEREAS, Albert Topp III was a vital and active business leader on the northwest side and will be sorely missed. He leaves to mourn his loving son, Scott; his devoted companion, Alberta; and a host of other relatives and friends; and

WHEREAS, Albert Topp III 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 tenth day of September, 1997, A.D. do hereby express our sorrow on the death of Albert Topp III 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 Albert Topp III.

*CONGRATULATIONS EXTENDED TO
MILES AND VIRGINIA COLEMAN
ON THEIR FIFTIETH WEDDING
ANNIVERSARY.*

WHEREAS, Miles and Virginia Coleman, outstanding citizens of Chicago's great northwest side, celebrated fifty years of wedded bliss together on September 6, 1997; and

WHEREAS, Both Miles and Virginia Coleman are lifelong Chicago citizens; and

WHEREAS, Miles and Virginia Coleman symbolize the strength and solidity of family life, and they celebrate this great occasion with their children, grandchildren and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, do hereby offer our heartiest congratulations to Miles and Virginia Coleman on their fiftieth wedding anniversary, September 6, 1997, 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 Miles and Virginia Coleman.

*CONGRATULATIONS EXTENDED TO
EUGENE AND CAROL FARRELL ON
THEIR TWENTY-FIFTH WEDDING
ANNIVERSARY.*

WHEREAS, Eugene and Carol Farrell, outstanding citizens of Chicago's great northwest side, celebrated twenty-five years of wedded bliss together on August 13, 1997; and

WHEREAS, Both Eugene and Carol Farrell are lifelong Chicago citizens; and

WHEREAS, Eugene and Carol Farrell symbolize the strength and solidity of family life, and they celebrate this great occasion with their children, Sean and Kevin; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, do hereby offer our heartiest congratulations to Eugene and Carol Farrell on their twenty-fifth wedding anniversary, August 13, 1997, 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 Eugene and Carol Farrell.

*CONGRATULATIONS EXTENDED TO
HERMAN AND NOELLA SCHUTT ON
THEIR FORTIETH WEDDING
ANNIVERSARY.*

WHEREAS, Herman and Noella Schutt, outstanding citizens of Chicago's great northwest side, celebrated forty years of wedded bliss together on August 3, 1997; and

WHEREAS, Both Herman and Noella Schutt are longtime Chicago citizens; and

WHEREAS, Herman and Noella Schutt symbolize the strength and solidity of family life, and they celebrated this great occasion with their children, Chris, Cathy, Greta and Paul; their grandchildren, Caitlin, Sean, Kevin, Tim Nicholas, Anneliese, Peter, Kara, Patrick and Kaley; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, do hereby offer our heartiest congratulations to Herman and Noella Schutt on their fortieth wedding anniversary, August 3, 1997, 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 Herman and Noella Schutt.

**WELCOME EXTENDED TO STUDENTS FROM COL-LEGI SAGRAT
COR DE JESUS OF BARCELONA, SPAIN PARTICIPATING
IN LOYOLA ACADEMY SPECIAL EXCHANGE
PROGRAM.**

WHEREAS, Outstanding students from Spain are currently visiting Chicago as part of an exciting exchange program sponsored by Loyola Academy and Col-legi Sagrat Cor de Jesus of Barcelona, Spain; and

WHEREAS, These students from Col-legi Sagrat Cor de Jesus are participating in high school classes for a period of one month; and

WHEREAS, These students help to advance a concept of international communication and cooperation, and are part of this excellent exchange program. Their presence in our great city is a source of great pride; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby extend the heartiest welcome to the students of Col-legi Sagrat Cor de Jesus who are in our midst as part of the exchange program sponsored by Loyola Academy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to each of these outstanding students.

Presented By

ALDERMAN DOHERTY (41st Ward):

**CONGRATULATIONS EXTENDED TO ENGINEER
PATRICK STACK ON HIS RETIREMENT FROM
CHICAGO FIRE DEPARTMENT.**

WHEREAS, Engineer Patrick Stack, Badge Number 0102, is retiring from Chicago's great Fire Department following over three decades of outstanding service to the people of the City of Chicago; and

WHEREAS, Engineer Patrick Stack joined the Fire Department October 16, 1966 and has worked in many assignments over the years. His most recent assignment, since 1990, was at Truck 6; and

WHEREAS, Engineer Patrick Stack represents the highest standards of public service and may now spend quality time with his wife, Eileen and his family 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 tenth day of September, 1997, do hereby offer our gratitude and our heartiest congratulations to Engineer Patrick Stack, Badge Number 0102, as he retires after thirty-one years of outstanding public service and extend to this outstanding citizen and his 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 Engineer Patrick Stack.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. PAUL G. GEBHARD.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Paul G. Gebhard to his eternal reward on the twentieth day of August, nineteen hundred and ninety-seven, A.D.; and

WHEREAS, Mr. Paul G. Gebhard was a lawyer who represented physicians' organizations and is credited with having introduced the legal term "informed consent" in medical malpractice; and

WHEREAS, Mr. Paul G. Gebhard was the senior partner in the government, health care and association practice group of the distinguished Chicago law firm of Jenner & Block; and

WHEREAS, Mr. Paul G. Gebhard's concept of "informed consent" was created in 1957 and became the basis for a very influential court ruling that has stood the test of time; and

WHEREAS, Mr. Paul G. Gebhard's concept of "informed consent" concerns a patient's acquiescence to a physician's proposed treatments, drawing on his experience in labor law where a similar concept is used; and

WHEREAS, Mr. Paul G. Gebhard was for more than forty years general counsel for national associations of surgeons, radiologists, dermatologists and other medical groups; and

WHEREAS, Mr. Paul G. Gebhard represented the surgeons' groups and the American College of Radiology in several important rulings; and

WHEREAS, Mr. Paul G. Gebhard, before joining Jenner & Block in 1989, worked as an attorney at the Chicago law firm of Vedder, Price, Kaufman and Kammholz for thirty-three years; and

WHEREAS, Mr. Paul G. Gebhard graduated from Yale University and Harvard Law School; and

WHEREAS, Mr. Paul G. Gebhard is survived by his wife, Maria; his sons, George and Paul; his daughter, Sophia Anema; three grandchildren; and a sister Mitzi Henderson; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this tenth day of September, nineteen hundred and ninety-seven, A.D., do hereby express our deepest sorrow at the passing of Mr. Paul G. Gebhard 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. Paul G. Gebhard.

TRIBUTE TO LATE COLONEL KENNETH A. PLUMMER.

WHEREAS, Almighty God in his infinite mercy and wisdom called Colonel Kenneth A. Plummer to his eternal reward on the twenty-fourth day of July, nineteen hundred and ninety-seven, A.D. and is interred at Arlington National Cemetery in Virginia; and

WHEREAS, Colonel Kenneth A. Plummer was an Army veteran, retiring in 1973 after serving in World War II, the Korean War and the Vietnam War; and

WHEREAS, Colonel Kenneth A. Plummer was a commander of the 2nd Infantry in 1943 advancing through the ranks to colonel in 1966; and

WHEREAS, Colonel Kenneth A. Plummer was decorated with the Silver Star, Bronze Star, Combat Infantry Badge, Air Medal, Meritorious Service Medal and Army Commendation Medal; and

WHEREAS, Colonel Kenneth A. Plummer was also the recipient of the United States Army Citation in 1961 and the Reserve Officer's Association Award in 1964; and

WHEREAS, Colonel Kenneth A. Plummer installed medical relief teams in Cambodian refugee camps for Catholic Relief Services after the Vietnam War and was the recipient of the Catholic Relief Services Award; and

WHEREAS, Colonel Kenneth A. Plummer, a communications executive and well known travel industry executive, was director of Ancilla Domini Health Services in Des Plaines, Illinois from 1973 to 1982 and received the Ancilla Domini Sisters' Award, in 1980; and

WHEREAS, Colonel Kenneth A. Plummer from 1982 to 1985 was director of Oak Park Hospital and was president of Cable Communication in Oak Park from 1985 to 1990; and

WHEREAS, Colonel Kenneth A. Plummer was also chairman of the Village of Oak Park Board of Health and the Oak Park Veterans' Memorial Committee; and

WHEREAS, Colonel Kenneth A. Plummer served on the Attorney General's Veterans' Advocacy Committee; was a member of the Military Order of World Wars; Counsel on Foreign Relations National Strategy Forum; chairman of the ten year reunion Vietnam Veteran's Parade; and was very active in over a dozen or more veteran related organizations; and

WHEREAS, Colonel Kenneth A. Plummer is survived by his children, Pamela Plummer, Diane Fuller, Kenneth Plummer III and Stacey Plummer; four grandchildren; three sisters; and a brother; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this tenth day of September, nineteen hundred and ninety-seven, A.D., do hereby express our deepest sorrow at the passing of Colonel Kenneth A. Plummer 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 Colonel Kenneth A. Plummer.

TRIBUTE TO LATE MRS. ARTENSA RANDOLPH.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mrs. Artensa Randolph to her eternal reward on the nineteenth day of August, nineteen hundred and ninety-seven, A.D.; and

WHEREAS, Mrs. Artensa Randolph was a member of the Chicago Housing Authority's Executive Advisory Committee and chairperson of the Chicago Housing Authority's Central Advisory Council; and

WHEREAS, Mrs. Artensa Randolph was for many years a tenant rights advocate on behalf of Chicago Housing Authority residents; and

WHEREAS, Mrs. Artensa Randolph was known nationally for her dedication to the residents of public housing and her legacy will live on in the Chicago Housing Authority; and

WHEREAS, Mrs. Artensa Randolph in 1962 moved into the Chicago Housing Authority's Washington Park Homes where she lived for thirty-five years and became involved in the tenants' rights movement, being elected president of the Local Advisory Council in 1964 and chairperson of the Central Advisory Council in 1976; and

WHEREAS, Mrs. Artensa Randolph was the first resident appointed to the Chicago Housing Authority Board of Commissioners by the late Mayor Harold Washington and later reappointed to the Board of Commissioners by Mayors Eugene Sawyer and Richard M. Daley; and

WHEREAS, Mrs. Artensa Randolph was born in Pine Bluff, Arkansas on October 1, 1915 and moved to Chicago in 1937 in search of a better quality of life, finding employment in the stockyards and finally achieving her career goal as a community representative with the Board of Education a post which she held for twenty-five years; and

WHEREAS, Mrs. Artensa Randolph's achievements and awards include Good Neighbor Awards from the Chicago Housing Authority, Certificates of Merit in Community Law from DePaul University and Community Service Awards from Universal Geriatrics, Senior Housing Improvement Program; and

WHEREAS, Mrs. Artensa Randolph was inducted into the Mayor's Senior Citizens Hall of Fame in 1980 and was featured on Harry Porterfield's show, "Someone You Should Know" and appeared on television shows in the United States and abroad representing the views of public housing residents; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this tenth day of September, nineteen hundred and ninety-seven, A.D., do hereby express our deepest sorrow at the passing of Mrs. Artensa Randolph and do also extend to her 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 Mrs. Artensa Randolph.

TRIBUTE TO LATE SIR GEORG SOLTI.

WHEREAS, Almighty God in his infinite mercy and wisdom called Sir Georg Solti to his eternal reward on the fifth day of September nineteen hundred and ninety-seven A.D.; and

WHEREAS, Sir Georg Solti illustriously shaped the Chicago Symphony Orchestra during his twenty-two years as its musical director, a post he relinquished in 1991; and

WHEREAS, Sir Georg Solti before coming to the Chicago Symphony Orchestra was music director of the Royal Opera at Covent Garden for a decade starting in 1961 and was made a Knight Commander of the British Empire in 1972; and

WHEREAS, Sir Georg Solti was chief conductor of the Orchestre de Paris from 1970 to 1975, principal conductor of the London Philharmonic from 1979 to 1983 and director of the Salzburg Easter Festival in 1992; and

WHEREAS, Sir Georg Solti worked with virtually all the world's major orchestras and opera companies and in the 1970s taught at Juilliard School

conducting workshops for young students in Chicago, at Carnegie Hall and in Wigmore Hall, London; and

WHEREAS, Sir Georg Solti was the very model of a modern conductor, knowing that recordings were essential, even of the most frequent repertory such as Wagner's "Ring des Nibelungen"; and

WHEREAS, Sir Georg Solti, during his Chicago years prized a sizzling brass sound and a rich string tone that was equally thrilling in Bruckner, Mahler, Beethoven and Mozart and the central feature of his Chicago success was the sheer stunning quality of the playing; and

WHEREAS, Sir Georg Solti with the Chicago Symphony Orchestra recorded the core works of the romantic canon: symphonies by Beethoven, Mozart, Brahms, oratorios by Handel and Haydn, tone poems of Debussy and Stravinsky as well as work by outstanding contemporary composers; and

WHEREAS, Sir Georg Solti was born in Budapest, Hungary October 21, 1912 and at thirteen enrolled in the Liszt Academy where he studied with Zoltan Kodaly, Bela Bartok and Ernst von Dohnanyi, graduating in 1930; and

WHEREAS, Sir Georg Solti received his big break on March 11, 1938 when he conducted Mozart's "Nozze di Figaro" with the Hungarian Orchestra, the day of the Anschluss; and

WHEREAS, Sir Georg Solti moved to Switzerland in 1939 and won the Geneva International Piano Competition in 1942 and after the war became music director of the Bavarian State Opera in Munich; and

WHEREAS, Sir Georg Solti was much honored receiving the Knight Commander's Cross with Badge and Star and Star of the Order of Merit of the Federal Republic of Germany in 1986 and receiving many honorary doctorates, among them, Oxford, Harvard, Yale, Leeds, Surrey and the Eastman School of Music; and

WHEREAS, Sir Georg Solti is survived by his wife, Valerie, and two daughters, Gabrielle and Claudia; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this tenth day of September, nineteen hundred and ninety-seven, A.D., do hereby express our deepest sorrow at the passing of Sir Georg Solti and do also extend to his family and many friends and audiences worldwide our deepest and most sincere condolences on the occasion of our profound loss; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Sir Georg Solti.

*CONGRATULATIONS EXTENDED TO MR. SEYMOUR H. PERSKY
ON RECEIPT OF 1997 ILLINOIS TREASURES AWARD
FROM ILLINOIS ALLIANCE FOR AGING.*

WHEREAS, Mr. Seymour H. Persky has been designated an Illinois Treasure by the Illinois Alliance for Aging which honor is to be bestowed on him in a special awards ceremony Saturday, September 27, 1997, at The Westin Hotel, Chicago; and

WHEREAS, Mr. Seymour H. Persky was nominated by Mr. Danny Newman of the Lyric Opera of Chicago for his work in philanthropy and his involvement in architectural preservation; and

WHEREAS, The Illinois Alliance for Aging, a charitable not-for-profit corporation created in 1991, works to improve the quality of life for older people and their caregivers in Illinois; and

WHEREAS, The Illinois Treasures Award is given to men and women who have made a lifelong and substantial contribution to the quality of life in their communities; and

WHEREAS, Mr. Seymour H. Persky, a fitting and deserving recipient of this award, is a Chicago lawyer and prominent real estate developer long involved in urban renewal and rehabilitation as chairman of Parliament Enterprises, Ltd.; and

WHEREAS, Mr. Seymour H. Persky's contributions to quality of life issues are so vast and so considerable that it would take many, many pages to enumerate; and

WHEREAS, Mayor Richard M. Daley declared June 27, 1996 to be Seymour Persky Day in Chicago "for his lifelong commitment to the preservation of Chicagoland's architectural heritage"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this tenth day of September, nineteen hundred and ninety-seven, A.D., do hereby honor Mr. Seymour H. Persky on the occasion of his being bestowed the 1997 Illinois Treasures Award from the Illinois Alliance for Aging; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Seymour H. Persky.

*GRATITUDE EXTENDED TO AMERICAN VETERANS OF
ISRAEL FOR THEIR VOLUNTEER EFFORTS ON
BEHALF OF ISRAELI INDEPENDENCE.*

WHEREAS, American Veterans of Israel is an organization that memorializes volunteers from the United States and Canada who gave their lives in Israel's struggle for independence from 1947 through 1949 and who were "swifter than eagles and braver than lions"; and

WHEREAS, Half of the four thousand soldiers who poured into Israel during the War for Independence, serving side by side with the Israel Defense Forces, came from the United States and Canada; and

WHEREAS, Many were World War II veterans eager to put their experience to use defending the Jewish settlement in Palestine and forming the core of the new Israeli Air Force; and

WHEREAS, The American Veterans of Israel were called mahalniks and served in fourteen branches of the Israeli military during the War for Independence; and

WHEREAS, Two hundred forty American and Canadian volunteers manned the ten "Aliya Bet" ships which brought thirty-five thousand Holocaust survivors to Mandatory Palestine in defiance of the British blockade; and

WHEREAS, In 1993 was the inauguration of a Mahal monument near Sha'ar Hagai on the Tel Aviv-Jerusalem Highway, the first official recognition of the American Veterans of Israel's contribution to the State of Israel; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this tenth day of September, nineteen hundred and ninety-seven, A.D., do hereby honor and congratulate the American Veterans of Israel for their service to this country and to the creation of the State of Israel, a long overdue recognition; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the American Veterans of Israel.

*CONGRATULATIONS EXTENDED TO CHICAGO
SINAI CONGREGATION ON DEDICATION
OF NEW TEMPLE AT 15 WEST
DELAWARE PLACE.*

WHEREAS, Chicago Sinai Congregation will dedicate its new temple at 15 West Delaware Place, Chicago, on September 26, 1997; and

WHEREAS, Sinai Congregation was formally established in April 1861 as the first Reform Synagogue in Chicago; and

WHEREAS, The Sinai Temple was dedicated in June 1861 and from its inception attracted many of the city's leading Jewish citizens who were deeply committed to the liberal, spiritual and social ideals advocated by the congregation; and

WHEREAS, For the past fifty years, Chicago Sinai Congregation has been located on Lake Shore Drive in Hyde Park but its metropolitan membership has been drawn from many parts of the city and suburbs and the ten year search for a new location began; and

WHEREAS, There was a ten year search for a new location and home for Chicago Sinai Congregation and a place was found in the commercial and cultural heart of the city; and

WHEREAS, The new temple was designed by the distinguished Chicago architectural firm of Lohan Associates and will become a civic as well as architectural landmark; and

WHEREAS, The temple is a domed octagonal sanctuary inspired by the most ancient synagogues in Jewish history with magnificent stained glass windows by renowned artist Brian Clark depicting the statements from the Menorah and the Ten Commandments; and

WHEREAS, The Biblical motto "My House shall be a House of Prayer for all People" is inscribed on the new temple's facade as it has been on every Sinai temple; and

WHEREAS, A specially prepared liturgy and music will reflect Sinai's tradition of leadership and service to all the people and Dr. John Buchanan, Pastor of Fourth Presbyterian Church will deliver the guest dedication sermon; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this tenth day of September, nineteen hundred and ninety-seven, A.D., do hereby congratulate the Chicago Sinai Congregation on the occasion of the dedication on September

26, 1997 of its new temple at 15 West Delaware Place in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Sinai Congregation.

*CONGRATULATIONS EXTENDED TO CHICAGO SYMPHONY
ORCHESTRA AND ITS SPONSOR AMERITECH ON
EXPANSION OF SYMPHONY CENTER.*

WHEREAS, October 4, 1997 is the commencement of the "Ameritech Presents Symphony Center Inaugural Festival", a spectacular three week celebration showcasing the new home of Chicago's cultural crown jewel; and

WHEREAS, Opening night festivities will take place throughout the new Symphony Center complex with a special concert conducted by Music Director Daniel Barenboim and continuing for twenty-two days; and

WHEREAS, Throughout the opening weeks there will be great musical performances by the Chicago Symphony Orchestra and renowned artists as Pierre Boulez, Placido Domingo, Jessye Norman, Dave Brubeck, Oscar Peterson, Itzhak Perlman and Pinchas Zuckerman, all culminating in the October 25th concert celebrating Sir Georg Solti's eighty-fifth birthday and his one thousand concert with the Orchestra; and

WHEREAS, The new Symphony Center will have a twenty-four hour celebration free to the public day of music which begins at midnight, October 4, 1997; and

WHEREAS, Chicago Symphony Orchestra's president, Mr. Henry Fogel announced that the new Symphony Center complex which cost One Hundred Five Million Dollars in renovation and expansion will then be formally open to the public; and

WHEREAS, Mr. Henry Fogel said that "With the completion of our new Symphony Center, we will achieve our goal of providing a music center for the City of Chicago that will stand among the finest in the world"; and

WHEREAS, Mr. Richard C. Notebart, Chairman and Chief Executive Officer of the sponsoring corporation Ameritech said "The opening of Symphony Center is a historic event that will benefit the people of Chicago for generations to come"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this tenth day of September, nineteen hundred and ninety-seven, A.D., do hereby congratulate the Chicago Symphony Orchestra and its sponsor Ameritech on the occasion of the celebration of the expansion of Symphony Center; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Henry Fogel, President of the Chicago Symphony Orchestra.

*CONGRATULATIONS EXTENDED TO KPMG PEAT MARWICK
ON ITS ONE HUNDREDTH ANNIVERSARY.*

WHEREAS, August 2, 1997 marks the one hundredth anniversary of KPMG Peat Marwick, the accounting and consulting firm business and to celebrate, the company is creating World Spirit Day a mammoth community service program; and

WHEREAS, KPMG Peat Marwick, founded by two Scotsmen, James Marwick and Roger Mitchell, is a private enterprise that has grown from two employees to twenty thousand during a century of change and progress in the field of independent auditing; and

WHEREAS, The celebration of World Spirit Day calls for KPMG Peat Marwick's twenty thousand partners and employees across the nation to close for business and volunteer their time giving back to the local communities in which it operates; and

WHEREAS, This initiative which was recognized at the Presidents' Summit on Volunteerism in America this past April will take place Monday, September 22, 1997; and

WHEREAS, In Chicago the company is dedicating World of Spirit Day to the Chicago Public Schools and on September 22nd will redeploy one thousand five hundred partners and employees from client locations to thirty-eight Chicago public schools to participate in various volunteer projects; and

WHEREAS, It is the goal of KPMG Peat Marwick that World of Spirit Day becomes a model for Chicago's corporate community; and

WHEREAS, Paul Vallas, Chief Executive Officer of the Chicago Public Schools has given this initiative his full support as has the Chicago School Reform Board of Trustees; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this tenth day of September, nineteen hundred and ninety-seven, A.D., do hereby congratulate KPMG Peat Marwick on the occasion of its one hundredth anniversary of service to the American public and the celebration of World Spirit Day dedicated to the Chicago Public Schools; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to KPMG Peat Marwick.

CONGRATULATIONS EXTENDED TO D'ARCY MC NICKLE CENTER
AT NEWBERRY LIBRARY ON ITS TWENTY-FIFTH
ANNIVERSARY AND SEPTEMBER 12, 1997
DECLARED "D'ARCY MC NICKLE
CENTER FOR AMERICAN
HISTORY DAY IN
CHICAGO".

WHEREAS, September 12, 1997 will be known as "D'Arcy McNickle Center for American History Day", the first of a two day conference and celebration to mark the twenty-fifth anniversary of the founding of a research center for American Indian history at the Newberry Library, Chicago; and

WHEREAS, American Indian history has been a special strength of the Newberry since 1927 when Edward Ayer, one of the trustees, gave his personal collection on the history of American Indians from the time of the first contact with Europeans to the library; and

WHEREAS, In 1972, the Newberry Library created the center in an effort to promote the use of this collection and it was renamed to honor its founding director, Native American anthropologist and activist D'Arcy McNickle, in 1985; and

WHEREAS, The Newberry Library is an independent research library specializing in the humanities and the McNickle Center is one of four research centers established in the 1970s and 1980s to promote the effective use of the library's rich resources by encouraging diverse and broad based scholarship in areas of collecting strength; and

WHEREAS, The McNickle Center was the first academic research center to offer scholarly fellowships to tribal historians, elders and other distinguished members of reservation communities without regard to their formal education; and

WHEREAS, The McNickle Center has published a thirty volume bibliography series that made the scholarly literature on American Indian groups and topics in Native American history accessible to researchers and writers around the world; and

WHEREAS, The McNickle Center has provided an unprecedented meeting ground for all people of good will who share a curiosity about the Native American past and a desire to transcend nationalistic stereotypes and to that end have organized teacher workshops and written innovative books such as *Indians in American History: An Introduction* and *America in 1492: The World of the Indian Peoples before the Arrival of Columbus*; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this tenth day of September, nineteen hundred and ninety-seven, A.D., do hereby congratulate the McNickle Center in the Newberry Library on the occasion of its twenty-fifth anniversary on September 12, 1997 and the designation of that day as "D'Arcy McNickle Center for American History Day" in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the McNickle Center in the Newberry Library.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

**CONGRATULATIONS EXTENDED TO REVEREND
LEROY DAVENPORT FOR HIS LEADERSHIP
AND CONTRIBUTIONS AS PASTOR
OF GREATER LITTLE ROCK
MISSIONARY BAPTIST
CHURCH.**

WHEREAS, Reverend Leroy Davenport is devoutly dedicated to his church and community, having been the pastor for thirty-six years of the Greater Little Rock Missionary Baptist Church; and

WHEREAS, Reverend Davenport was called into the ministry in 1959 and became pastor of the Little Rock Missionary Baptist Church in 1951; and

WHEREAS, Reverend Davenport and his wife, Miss Mae Bell Booker, have led the church as it has moved to new locations over the years growing at each stop and flourishing as the Greater Little Rock Missionary Baptist Church that has been on Armitage Avenue since 1973; and

WHEREAS, The church now enlists over six hundred members with sixteen auxiliaries; and

WHEREAS, The Greater Little Rock congregation will celebrate Reverend Davenport's anniversary with a joyous and soulful celebration on September 7, 1997; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby honor and congratulate Reverend Leroy Davenport for his leadership and contributions as pastor of the Greater Little Rock Missionary Baptist Church; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Leroy Davenport.

*GRATITUDE EXTENDED TO MR. ABRAHAM DELETIOGLU
FOR HIS CIVIC SPIRIT AND COMMUNITY
INVOLVEMENT.*

WHEREAS, Abraham Deletioglu serves as a role model in civic participation through his active involvement in neighborhood and community issues; and

WHEREAS, Abraham Deletioglu is a student at the University of Illinois at Chicago where he demonstrates the same community spirit as he does in his home neighborhood; and

WHEREAS, Abraham Deletioglu follows in the footsteps of his family who have made many contributions to the community; and

WHEREAS, Abraham keeps a watchful eye for situations where some modification or improvement will benefit his neighbors and the entire community; and

WHEREAS, Demonstrating Chicago's "I Will" spirit, Abraham takes the initiative in informing the proper authorities on needs in the community and following through to make sure those issues are addressed; and

WHEREAS, Abraham employed that spirit and attention through his volunteer work in the 43rd Ward Service Office this summer where he surveyed the ward and reported back to the office; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this tenth day of September, 1997, A.D., do hereby honor Abraham Deletiglu's civic spirit and community involvement and bestow our best wishes for his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Abraham Deletiglu.

**GRATITUDE EXTENDED TO MR. ROBERTO MANCONE FOR
HIS ASSISTANCE IN IMPROVING CHICAGO-ITALIAN
TRADE RELATIONS.**

WHEREAS, Roberto Mancone has served for three years with great distinction in the Chicago office of BNL Bank; and

WHEREAS, Mr. Mancone has been reassigned to the BNL New York branch where he will supervise the entire midwest region for BNL Bank; and

WHEREAS, He has assisted a number of business persons from Chicago, Cook County and suburbs, and the State of Illinois, always assisting such persons in a highly professional manner and promoting their success; and

WHEREAS, Roberto Mancone has greatly and graciously collaborated with American bankers and managing directors and always enjoyed the esteem of those individuals; and

WHEREAS, Roberto Mancone has served as president of the Italy Midwest Exchange since May of 1996 which works to expand trade opportunities between companies in Chicago and the midwest with counterparts in Italy; and

WHEREAS, Roberto Mancone's last duty as president was to orchestrate the First Annual Italian Fashion Show, Moda Made in Italy, sponsored by the Italy Midwest Exchange on September 8, 1997 at the Art Institute of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this tenth day of September, 1997, A.D., do hereby honor Mr. Mancone, express our gratitude for his continued assistance and goodwill over the years and our hope that he will bring his family to visit our city often; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Roberto Mancone.

**INVITATION EXTENDED TO OWNERS AND MANAGERS
OF C.A.T. OF CORSINI TO CONSIDER CITY OF
CHICAGO AS BASE OF OPERATIONS
FOR NORTH AMERICA.**

WHEREAS, C.A.T. of Corsini is a distinguished Italian corporation with an enviable reputation for high-quality products and services; and

WHEREAS, The owners and managers of C.A.T. of Corsini, in particular the Corsini family, are persons of excellent reputation for integrity and professionalism; and

WHEREAS, The owners and manager of C.A.T. of Corsini, in particular the Corsini family, are persons of excellent reputation for integrity and professionalism; and

WHEREAS, Giuseppe Corsini has distinguished himself as an inventor, entrepreneur, manager and leader; and

WHEREAS, Ivano Corsini has learned from his father and has carried his own career to new heights, in particular with his mastery of English and his understanding of United States business practices; and

WHEREAS, C.A.T. of Corsini has recently celebrated new milestones by moving to new headquarters and by entering new services as well as celebrating an important anniversary and have been exploring options for serving the United States market and have considered basing their North American operation in Chicago; and

WHEREAS, Chicago prides itself on welcoming, nurturing, supporting and working with companies of high quality and tradition; and

WHEREAS, Leaders of Chicago's business and political community have had the pleasure of meeting and getting to know the owners of C.A.T. of Corsini and feel a special kinship with these individuals of the city of Bologna, which is in many ways similar to Chicago in its geographic location, its mix of businesses, its industriousness and seriousness, its sense of good judgment; and

WHEREAS, Both Chicago and Bologna are known in their respective countries as "cities that work" or, in Italian, "citta che funzionano"; and

WHEREAS, The United States of America and the City of Chicago would certainly benefit from the presence of C.A.T. of Corsini and its innovative approaches; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby wish to convey our sincere and heartfelt invitation to the owners and managers of this great company known as C.A.T. of Corsini to consider the City of Chicago as their United States home town and to come to Chicago and to prosper here and to consider Chicago as the base of what we know will be great success in the United States; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to C.A.T. of Corsini.

*CONGRATULATIONS EXTENDED TO LINCOLN
PARK CHAMBER OF COMMERCE ON
ITS FIFTIETH ANNIVERSARY.*

WHEREAS, The Lincoln Park Chamber of Commerce was founded in 1947 and now has served the community of Lincoln Park in the City of Chicago for the past fifty years; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Charles R. Bernardini; and

WHEREAS, The Chamber has contributed much to the economic vitality of the community of Chicago by providing a focal point and forum for its businesses, professionals, institutions, property owners and residents; and

WHEREAS, The Chamber consists of a dedicated Board of Directors and nearly five hundred members working to promote and safeguard the interests of Lincoln Park by communicating with elected and appointed officials and regularly presenting the problems and concerns to agencies and authorities, thereby improving the quality of life in Lincoln Park; and

WHEREAS, The Chamber provides an authoritative source of information on businesses to the community and to the city through printed material and meetings; and

WHEREAS, The Lincoln Park Chamber of Commerce continues to develop long range programs for continued growth and vitality of the area; and

WHEREAS, The Lincoln Park Chamber of Commerce will celebrate its anniversary with a festive dinner on September 11, 1997; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997 A.D. do hereby congratulate the Lincoln Park Chamber of Commerce on its fiftieth anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Lincoln Park Chamber of Commerce.

Presented By

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED TO MR. JOHN VON RHEIN ON
HIS TWENTIETH ANNIVERSARY AS CHICAGO TRIBUNE
CLASSICAL MUSIC CRITIC AND SEPTEMBER 22,
1997 DECLARED "JOHN VON RHEIN
TWENTIETH ANNIVERSARY
DAY IN CHICAGO".

WHEREAS, On Monday, September 22, 1997, his friend, colleagues and several avid readers are gathering to join John von Rhein in celebration of his twentieth anniversary as classical music critic for the *Chicago Tribune*; and

WHEREAS, John von Rhein came to Chicago in 1977 from *The Akron Beacon Journal* in the footsteps of such notable Tribune critics as Claudia Cassidy, Seymour Raven and Thomas Willis. After two decades of perceptive and penetrating evaluation of Chicago's rich musical life, he has justified the immense faith and trust of his editors, and of an enlarged and grateful reading public; and

WHEREAS, Born in Pasadena, California, in 1945, John von Rhein is a 1965 graduate of U.C.L.A. who concentrated on music in his graduate studies. He entered the field as assistant music critic of the *Hollywood Citizen News* (1966 -- 1970) before moving to Akron, where he was music/dance critic for some seven years; and

WHEREAS, Since joining the *Chicago Tribune* staff, John von Rhein has immersed himself in Chicago's rich cultural life, and his readers remain thoroughly informed on the state and extent of the arts in Chicago. Not only does he cover the musical events of major organizations like the Chicago Symphony Orchestra and Lyric Opera of Chicago, but the attention he pays to the smaller and mid-sized musical organizations has long encouraged and maintained interest in the arts at the community level; and

WHEREAS, John von Rhein scope has reached far beyond Chicago. His writing have often appeared in national publications such as *Opera News*, *Fanfare*, *Musical America* and *Ovation*, and he is regular guest speaker with several national and international panels and conferences. In addition, he has covered Chicago Symphony Orchestra tours throughout Europe and Asia; and

WHEREAS, John von Rhein's twenty productive years with the *Chicago Tribune* give him one of the longest tenures and broadest levels of recognition in the field. His criticism and feature coverage have earned him national and international recognition, and he has enriched Chicago's already rich cultural heritage; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, do hereby express our heartiest congratulations and best wishes to John von Rhein in recognition of his twenty years as the *Chicago Tribune's* outstanding classical music critic, and in that regard do hereby declare that Monday, September 22, 1997, be known as "John von Rhein's Twentieth Anniversary Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to John von Rhein.

**WELCOME EXTENDED TO MEMBERS OF U.S.S. BAUSELL DD845
ASSOCIATION ON THEIR SECOND BIENNIAL
REUNION IN CHICAGO.**

WHEREAS, On Monday, November 19, 1945, at Bath, Maine the destroyer hull number 845 was launched and christened the U.S.S. Bausell in honor of Congressional Medal of Honor Recipient Corporal Lewis K. Bausell; and

WHEREAS, The U.S.S. Bausell began her career in naval service on February 7, 1946, with commissioning in the Boston Naval Yard; and

WHEREAS, After passage through the Panama Canal in mid-July of 1946, the U.S.S. Bausell became a worthy member of the United States Pacific Fleet; and

WHEREAS, On her second cruise of the Orient in January of 1950, following the Communist takeover of China, the mighty U.S.S. Bausell served in patrolling the China coast; and

WHEREAS, In February of 1951, the U.S.S. Bausell joined the United Nations Service, blockading the east coast of Korea; and

WHEREAS, The U.S.S. Bausell also served as a member of the Fast Carrier Task Force, patrolling the Yellow Sea and the Straits of Formosa; and

WHEREAS, In May of 1952, on her second Korean Conflict tour, the U.S.S. Bausell was awarded a Battle Star for her valiant operations at Koji Do; and

WHEREAS, On her third tour of Korean waters, the U.S.S. Bausell won her second Battle Star and served as a plane guard during President Eisenhower's flight to the Far East; and

WHEREAS, The U.S.S. Bausell went on to win three more Battle Stars for vigorous action during the Vietnam War; and

WHEREAS, The U.S.S. Bausell was decommissioned in 1978, but continued to serve her country as a target ship in the development of the "Aries" and "Tarpon" missiles; and

WHEREAS, The U.S.S. Bausell DD845 Association was formed by her former officers and crew in 1995; and

WHEREAS, The U.S.S. Bausell DD845 Association has chosen Chicago as the meeting place for its Second Biannual Reunion on September 12, 13 and 14, 1997; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this tenth day of September, 1997, express a hearty welcome to the officers and crew of the U.S.S. Bausell DD845 on the occasion of their Second Biannual Reunion and also extend our heartfelt thanks to them for their outstanding service to our nation; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation at the Second Biannual Reunion of the U.S.S. Bausell DD845 Association.

Presented By

ALDERMAN LEVAR (45th Ward):

**CONGRATULATIONS EXTENDED TO PORTAGE PARK
CHAMBER OF COMMERCE ON ITS SIXTIETH
ANNIVERSARY.**

WHEREAS, The Portage Park Chamber of Commerce was incorporated in

the State of Illinois March 2, 1937, and therefore is currently celebrating sixty years of outstanding community service; and

WHEREAS, The Portage Park Chamber of Commerce has been vitally and successfully committed to the promotion and protection of the business, professional, civic, industrial and residential interests within its grateful community; and

WHEREAS, A delegate agency of the City of Chicago's Department of Planning and Development, the Portage Park Chamber of Commerce serves as a liaison between local businesses and city government, providing information on a wide range of city services and programs; and

WHEREAS, The Portage Park Chamber of Commerce is a highly active member of the Chicagoland Chamber of Commerce, the Chicago Association of Neighborhood Development, Cook County Chamber of Commerce for Property Tax Reform, and several other beneficial organizations through which it has contributed so greatly to the growth and prosperity of the Portage Park community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby pay tribute to the Portage Park Chamber of Commerce as it enters its seventh decade, and we wish this fine organization many more years of success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Portage Park Chamber of Commerce, Eunice Borovik, President.

Presented By

ALDERMAN SCHULTER (47th Ward):

TRIBUTE TO LATE MRS. NORA FINNERTY.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Nora Finnerty, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Eugene C. Schalter; and

WHEREAS, Beloved wife of the late Michael; loving mother of Philip (Angela) and the late Michael Kevin; fond grandmother of Angela, Philip, Sheila, and Shaun; dear sister-in-law of John (Kathleen) Finnerty and the late Julia Hennessey and Bridget Mulvihill; and

WHEREAS, To her family and many friends, Nora Finnerty will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A. D., do hereby commemorate Nora Finnerty for her many lifetime contributions and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Nora Finnerty.

TRIBUTE TO LATE MR. ERIC FRANK.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Eric Frank, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Eugene C. Schulner; and

WHEREAS, Former husband of Lillian Mueller; beloved father of Douglas Frank and Dolores (Peter) Becker; loving grandfather of Dennis, Denise, Peter, Cheri, Eric and Andy; and great-grandfather of Joel, Colin, Nicole, Caitlin, Abbie and Carley; and

WHEREAS, To his family and many friends, Eric Frank will be sorely missed and warmly remembered for his warmth, kindness and the dedication he demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A. D., do hereby commemorate Eric Frank for his many lifetime contributions and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Eric Frank.

TRIBUTE TO LATE MR. JACINTO M. GONZALEZ.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Jacinto M. Gonzalez, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Eugene C. Schuler; and

WHEREAS, Loving husband of Maria Gonzalez to whom he was married for thirty-eight years; cherished father of Mario, C.P.D. (Maria Cantu), Sandra, Oscar, C.P.D. (Maria Elia), Sergio and Jorge Gonzalez (Blanca Gramajo); fond grandfather of Annette, Rosemary, Edwin and Veronica; beloved brother of Maria Del Refugio, Josefina, Elvira, Ofelia and Rogelio; and fond uncle to many nieces and nephews; and

WHEREAS, A longtime Chicago resident, born and raised in Monterrey, N.L., Mexico, and thirty-two year employee of G.E. Hotpoint Company; and

WHEREAS, To his family and many friends, Jacinto M. Gonzalez will be sorely missed and warmly remembered for his warmth, kindness and the dedication he demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A. D., do hereby commemorate Jacinto M. Gonzalez for his many lifetime contributions and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Jacinto M. Gonzalez.

TRIBUTE TO LATE MR. PAUL JAKUBCO.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Paul Jakubco, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Eugene C. Schuler; and

WHEREAS, Beloved husband of Frances; dear father of Carol (Edward) Howe, Paul Jerome (Karen), Elizabeth F. and Michael (Kelly); grandfather of six; great-grandfather of three; and fond brother of Irene Repa and the late Ann Sliwinski, Michael and Cy Jakubco; and

WHEREAS, To his family and many friends, Paul Jakubco will be sorely missed and warmly remembered for his warmth, kindness and the dedication he demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A. D., do hereby commemorate Paul Jakubco for his many lifetime contributions and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Paul Jakubco.

TRIBUTE TO LATE MRS. FRANCES MICHIKO KAMIYA.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Frances Michiko Kamiya, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Eugene C. Schulter; and

WHEREAS, Loving wife of the late Benjamin Kamiya; cherished mother of Katherine and Mark Kamiya; devoted sister of Katherine (Paul) Matsuki and Paul K. Kageyama; and

WHEREAS, To her family and many friends, Frances Michiko Kamiya will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A. D., do hereby commemorate Frances Michiko Kamiya for her many lifetime contributions and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Frances Michiko Kamiya.

TRIBUTE TO LATE MRS. DOROTHY L. KRUNIG.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Dorothy L. Krunig, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Eugene C. Schulter; and

WHEREAS, Beloved wife of Russell; loving mother of Nancy and Russell (Terry); fond grandmother of Virginia, Heidi, Sonya and Nicole; dear sister of Joan (Cliff) Doherty; fond aunt of many; and sister-in-law of Marilyn (Jan) Kupiec; and

WHEREAS, To her family and many friends, Dorothy L. Krunig will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby commemorate Dorothy L. Krunig for her many lifetime contributions and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Dorothy L. Krunig.

TRIBUTE TO LATE MR. MARK JACOB KUDESH.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Mark Jacob Kudesh at the young age of forty, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Eugene C. Schalter; and

WHEREAS, Cherished son of Harry and Shelly; loving brother of Michael and Rhonda; adored grandson of Ethel Ford; and dear nephew, cousin and friend to many; and

WHEREAS, To his family and many friends, Mark Jacob Kudesh will be sorely missed and warmly remembered for his warmth, kindness and the dedication he demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby commemorate Mark Jacob Kudesh for his many lifetime contributions and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mark Jacob Kudesh.

TRIBUTE TO LATE MS. MARGUERITE L. LUTTY.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Marguerite L. Luty, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Eugene C. Schuler; and

WHEREAS, Devoted daughter of the late Louise Ragen; beloved niece of the late Jim Luty; loving cousin of Leander (Eleanor) Pfeffer; cherished second cousin of Lilette Bober, Dandra (Tom) Buzzard and David Pfeffer; dearest "Aunt Marge" to many third cousins; and longstanding member of the Welles Park community since 1925; and

WHEREAS, To her family and many friends, Marguerite L. Luty will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby commemorate Marguerite L. Luty for her many lifetime contributions and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Marguerite L. Luty.

TRIBUTE TO LATE MR. JOSEPH PATRICK MOORE.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Joseph Patrick Moore, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Eugene C. Schuler; and

WHEREAS, Beloved husband and best friend of Virginia M. (nee White); dear son of the late Patrick and Honore (nee Garvey); and fond brother of Thomas (Betty), Irene (Lyle) Tarpon and the late John (Jane), Andrew (Delores); and

WHEREAS, To his family and many friends, Joseph Patrick Moore will be sorely missed and warmly remembered for his warmth, kindness and the dedication he demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D.,

do hereby commemorate Joseph Patrick Moore for his many lifetime contributions and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Joseph Patrick Moore.

**CONGRATULATIONS EXTENDED TO ASSYRIAN-AMERICAN
ASSOCIATION OF CHICAGO ON ITS EIGHTIETH
ANNIVERSARY.**

WHEREAS, On Saturday, October 4, 1997 the Assyrian-American Association of Chicago celebrates its eightieth anniversary; and

WHEREAS, This momentous occasion will be celebrated in style with a formal dinner at the Assyrian-American Association of Chicago's Club at 1618 West Devon Avenue, in Chicago; and

WHEREAS, The Assyrian-American community in Chicago numbers over one hundred thousand and are some of the most proud and accomplished citizens in Chicago and contribute positively to the city's rich culture; now, therefore,

Be It Resolved, That we, Richard M. Daley, Mayor of the City of Chicago, and the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby salute the Assyrian-American Association of Chicago on their eightieth anniversary, as well as the Assyrian-American community of Chicago for their many contributions to the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Assyrian-American Association of Chicago.

**CONGRATULATIONS EXTENDED TO UNITED GERMAN-AMERICAN
SOCIETIES OF GREATER CHICAGO ON SPONSORSHIP
OF GENERAL VON STEUBEN PARADE.**

WHEREAS, The annual General von Steuben Parade will take place in the Chicago Loop September 20, 1997; and

WHEREAS, The parade is a source of great pride and inspiration to our German-American community, as well as a visual showcase of the countless contributions and significant accomplishments that identify three hundred years of Germanic achievement toward America's development and growth; and

WHEREAS, The parade creates a great day for all Chicagoans and particularly for the United German-American Societies of Greater Chicago, Inc., who sponsor this annual festival event; and

WHEREAS, American history shows that in 1777 General Wilhelm von Steuben came to America and offered his services to General George Washington in the fight for America's independence; and

WHEREAS, The von Steuben Parade honors an internationally renowned leader and encourages participation of every segment of the Chicago area's varied ethnic community in joining this tribute to a gallant patriot who helped to preserve the cause of freedom; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago and the president of this body, The Honorable Richard M. Daley, Mayor of the City of Chicago, do hereby take cognizance of the symbolism and the festivity of the great General von Steuben Parade to be held in our great city September 20, 1997 and that we encourage all our citizens to participate in this outstanding and inspiring event; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the United German-American Societies of Greater Chicago, Inc.

Presented By

ALDERMAN M. SMITH (48th Ward):

**CONGRATULATIONS EXTENDED TO MR. FRED F. HERZOG
ON HIS NINETIETH BIRTHDAY AND
SEPTEMBER 21, 1997 DECLARED
"DEAN FRED F. HERZOG DAY
IN CHICAGO".**

WHEREAS, On September 21, 1997, Fred F. Herzog, Dean Emeritus of the John Marshall Law School, celebrates his ninetieth birthday; and

WHEREAS, During the better part of nine decades, Fred F. Herzog has been witness to, and has participated in, many significant local, national and world events, and in many ways has contributed significantly to national and international legal communities. He has enriched Chicago's legal community since 1947; and

WHEREAS, In 1931, Fred F. Herzog graduated from the University of Graz, Austria, with a Juris Doctor degree (with highest distinction) and in 1935 he became a judge in that country, ably serving on the bench until 1938, when he escaped the Nazi occupation of Austria; and

WHEREAS, Four years later, Fred F. Herzog emerged as a graduate of the University of Iowa, with a Juris Doctor degree in American law (with highest distinction) in 1942. He served as an Iowa lawyer for five years, then came to Chicago as a professor at IIT-Chicago Kent College of Law. Over the next twenty-five years he would serve there as professor, associate dean and ultimately dean, until he became First Assistant Attorney General of Illinois in 1972. During his four year term there, Dean Herzog argued many significant cases in the federal and state courts, and also before the Illinois Supreme Court and the United States Supreme Court; and

WHEREAS, Upon completing his assignment in the Attorney General's office, Fred F. Herzog became dean of the John Marshall Law School. He held that highly responsible position until 1983, when he became dean emeritus. Recognizing his many accomplishments, his influence and his importance to the school, to the City of Chicago, and to the legal community of this nation, the John Marshall Law School in 1983 awarded Dean Fred F. Herzog the degree of Doctor of Laws Honoris Causa; and

WHEREAS, During the entirety of his long and productive career, Dean Fred F. Herzog has demonstrated the highest standards of professionalism, humanitarianism and dedication to legal education; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby extend our congratulations, affection and admiration to Dean Fred F. Herzog on the occasion of his ninetieth birthday and in that regard do hereby declare that Sunday, September 21, 1997 be known as "Dean Fred F. Herzog Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Fred F. Herzog, Dean Emeritus of the John Marshall Law School.

CONGRATULATIONS EXTENDED TO MR. KURT MATHIASSEN
ON RECEIPT OF SWEDISH COUNCIL OF
AMERICA AWARD OF MERIT.

WHEREAS, The Swedish Council of America Award of Merit has been created this year to recognize those individuals who have made significant contributions to the Council's goal of preserving the rich and unique heritage of Sweden; and

WHEREAS, Among the initial recipients of this distinguished award is Kurt Mathiasen of Chicago, who has worked long and successfully at the

grass roots level to uphold Swedish and Swedish-American culture and who has now been duly recognized for his tireless efforts on behalf of the Swedish Council of America; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby extend our heartiest congratulations to Kurt Mathiasson, one of the initial recipients of the prestigious Swedish Council of America Award of Merit, as well as our very best wishes for his continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Kurt Mathiasson.

*CONGRATULATIONS EXTENDED TO REVEREND BRIAN RICE
ON FORTIETH ANNIVERSARY OF HIS ORDINATION.*

WHEREAS, On Sunday, September 28, 1997, his family, friends and followers will gather at Stockton Parish Church, Stockton-on-Tees, Great Britain, to honor the Reverend Brian Rice on the fortieth anniversary of his ordination; and

WHEREAS, Reverend Brian Rice's long and illustrious career began in Chicago when, in 1956, he shared ministry with the Church of the Atonement on the city's great north side. Since that time his career has been centered in England, with occasional United States assignments, and he has served in many positions of trust and responsibility as, for example, a curate, a hospital chaplain, religious newspaper columnist, a sailing coach, an honorary tax consultant to the clergy, a fire fighter and chaplain, a chaplain to the Speaker of the House of Commons and Education Secretary, and a vital member of boards of directors of various eleemosynary and religious organizations; and

WHEREAS, The leaders of this great City of Chicago, of whom the Reverend Brian Rice has been declared an honorary citizen, are cognizant of the great debt owed our religious leaders; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby extend our heartiest congratulations to the Reverend Brian Rice in celebration of the fortieth anniversary of his ordination, and express our best wishes for his continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Reverend Brian Rice.

*CONGRATULATIONS EXTENDED TO MR. ROBERT EDWARD
RYMER, JR. ON RECEIPT OF 1997 CHICAGO
HOUSE FOUNDER'S AWARD.*

WHEREAS, Robert E. Rymer, Jr., has been named the 1997 recipient of the prestigious Chicago House Founder's Award, which recognizes the "Art of Caring" to which this former Chicago citizen has dedicated so much of his time and energy; and

WHEREAS, Now residing in his native town of Cleveland, Tennessee, Robert E. Rymer, Jr., had come to Chicago in 1974 and had "made a difference" in Chicago's business community and, more importantly, in the concern for his fellow citizens struck with a new and puzzling illness that was to become known as AIDS and, in its early stages, HIV. A successful businessman with a boutique known as Robert's on East Walton Street, he became interested in the fledgling Chicago House, then a small agency providing housing and other support to persons with AIDS. He eventually joined the Chicago House board and, seeking new ways to increase much needed funding, he and his business partner, Stevie Ball, co-chaired the group's first black-tie benefit in 1990, christened "The Art of Caring" and now an annual highlight of Chicago's charity season; and

WHEREAS, Robert E. Rymer, Jr., helped point Chicago House toward the 21st Century. During his tenure there, from the 1980s to 1994, the agency went from a seemingly insurmountable deficit to robust fiscal health, so that today it has been able to broaden both its support services and its range of clients; and

WHEREAS, Robert E. Rymer, Jr., has also been a generous supporter of other causes in Chicago, from literacy, to arts education, to human rights, and he has vigorously championed an array of progressive political interests and individuals. On the social scene, *Chicago* magazine, which has praised his "Art of Caring" charity event, put him on its "A-list" of "people who make the gala scene come alive" by being "smart and nice -- they talk and listen"; and

WHEREAS, Robert E. Rymer, Jr., retired from business and returned to Cleveland, Tennessee, in 1994, where he continued his great work in fostering HIV and AIDS support services. He became a founding member of Nancy's House, named in honor of a local teenager who died of AIDS in 1995, and is serving as co-chair of that group's first gala fundraiser this fall. He

has also been active in the creation of the Cleveland Bradley Regional History Museum and Cultural Center, and was co-chair of a major benefit for the Cleveland Public Library, the most successful individual event for a public library in Tennessee's history; and

WHEREAS, Robert E. Rymer, Jr. and John Teets, his partner of nineteen years, reside at Holly Hill Farms near Cleveland, tending to extensive gardens, playing bridge and entertaining family and friends. A lifelong Episcopalian, he is a member of Saint Luke's Church there; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby offer our gratitude and our congratulations to Robert Edward Rymer, Jr., recipient of this year's prestigious Chicago House Founder's Award, 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 Robert Edward Rymer, Jr.

*CONGRATULATIONS EXTENDED TO SWEDISH COUNCIL OF
AMERICA ON ITS TWENTY-FIFTH ANNIVERSARY
AND RECIPIENTS OF SWEDISH COUNCIL
OF AMERICA AWARD OF MERIT.*

WHEREAS, On Saturday, September 13, 1997, the members and many friends of Swedish Council of America will gather to celebrate this great organization's twenty-fifth anniversary; and

WHEREAS, Swedish Council of America was established to preserve and promote the rich Swedish culture and heritage that is such an integral part of our great United States, and over the past quarter century Swedish Council of America has affiliated itself with one hundred eighty-eight other organizations in achieving this goal; and

WHEREAS, While Swedish Council of America has organized and sponsored numerous programs promoting Swedish and Swedish-American traditions, and this year has created the Swedish Council Award of Merit to honor and thank individuals who make significant contributions to their local grass-roots organizations in the cause of preserving and promoting Swedish heritage; and

WHEREAS, Swedish Council of America has selected seventeen individuals to receive the Council's Award of Merit. These citizens from all

over the United States are being singled out for their very special contributions toward the preservation of the rich and splendid Swedish heritage; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A. D., do hereby pay tribute to Swedish Council of America in celebration of its twenty-fifth anniversary and congratulate the seventeen recipients of the Swedish Council of America Award of Merit; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Swedish Council of America.

Presented By

ALDERMAN STONE (50th Ward):

**CONGRATULATIONS EXTENDED TO HOWARD AND
ROSEMARY LUECKE ON THEIR FIFTIETH
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Howard H. Luecke (nee Stegmeyer) will celebrate their fiftieth wedding anniversary on October 25, 1997; and

WHEREAS, Fifty years ago on October 25, 1947 Howard and Rosemary exchanged their vows at Immaculate Conception Church here in Chicago; and

WHEREAS, Mr. Howard Luecke is a graduate of Saint Michael's High School and the Institute of Military Studies of the University of Chicago. Howard worked for the Army Ordinance District Intelligence Division during World War II. Mr. Luecke has spent over fifty years working in the insurance industry. Currently, he is the senior vice president of W. J. Haynes and Company, a benefits administration firm. He is a lifelong resident of the city of Chicago, active in his community and has lived at the same address for sixty-five years; and

WHEREAS, Mrs. Rosemary Luecke is a graduate of Waller High School. She was raised in Morton Grove, Illinois, where her father was the Chief of Police. Mrs. Luecke worked for the Office of Inspector of Naval Materials during World War II, and currently is a happily married homemaker; and

WHEREAS, Howard and Rosemary have two children, Patricia (Mrs. Michael F. Heidkamp) and Howard III. Patricia holds a masters degree from Northern Illinois University and currently works as an information specialist for Boston Consulting Group. Howard has followed in his father's footsteps and has worked in the insurance industry for over twenty years. He has a bachelors degree from Northeastern Illinois University, and currently works as a vice president for a benefits administration firm; and

WHEREAS, Howard and Rosemary are residents for the past fifty years of the north side of Chicago and are members of Saint Benedict's Parish; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of September, 1997, A.D., do hereby extend our congratulations and best wishes to Mr. Mrs. Howard H. Luecke as they celebrate their fiftieth wedding anniversary on October 25, 1997; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Howard H. Luecke.

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
DIXON (8th Ward)	South Chappel Avenue, at 7850 -- 7:30 A.M. to 2:30 P.M. -- Monday through Friday;
OLIVO (13th Ward)	West 63rd Street, at 3214 -- at all times -- no exceptions;
EVANS (21st Ward)	West 95th Street, at 1551 -- 9:00 A.M. to 3:00 P.M. -- daily;
MUNOZ (22nd Ward)	South Lawndale Avenue, at 2330 -- at all times -- no exceptions;
OCASIO (26th Ward)	North Milwaukee Avenue, at 1846 -- 1848, for a distance of 35 feet -- 4:00 P.M. to 12:00 Midnight -- Tuesday through Sunday;
BURNETT (27th Ward)	North Lessing Street, at 825 -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
	North Lessing Street, at 831 -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
<i>GABINSKI</i> (32nd Ward)	North Damen Avenue (east side) at 1619, from a point 150 feet north of West North Avenue, to a point 25 feet north thereof -- 11:00 A.M. to 12:00 Midnight -- daily; North Lincoln Avenue (east side) from a point 155 feet south of West Belmont Avenue, to a point 40 feet south thereof -- at all times -- daily;
<i>COLOM</i> (35th Ward)	West Diversey Avenue, at 3056 -- 9:00 A.M. to 12:00 Midnight -- daily;
<i>DOHERTY</i> (41st Ward)	North Northwest Highway, at 6718 -- 11:30 A.M. to 11:30 P.M. -- daily;
<i>HANSEN</i> (44th Ward)	North Southport Avenue, at 3457 (alongside on West Cornelia Avenue) 12:00 Noon to 11:00 P.M. -- daily;
<i>SCHULTER</i> (47th Ward)	West Wilson Avenue, at 1401 -- 1403 -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday;
<i>M. SMITH</i> (48th Ward)	North Broadway (east side) from a point 85 feet south of West Victoria Street, to a point 25 feet south thereof -- 9:00 A.M. to 6:00 P.M. -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE/TOW-AWAY ZONE AT 368 WEST
HURON STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established a loading zone/tow-away zone at 368 West Huron Street by increasing the length of the loading zone/tow-away zone to a point to be determined by the Commissioner of Transportation, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE ON PORTION OF NORTH
LA SALLE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 16, 1997 (Council Journal of Proceedings, page 42651) by striking the words: "North LaSalle Street (west side) from a point 30 feet north of West Huron Street, to a point 40 feet north thereof -- 9:30 A.M. to 8:00 P.M. -- loading zone/tow-away zone" and inserting in lieu thereof: "North LaSalle Street (west side) additional footage to be determined by the Commissioner of Transportation", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF EAST RANDOLPH STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 29, 1992 (Council Journal of Proceedings, page 15429) and subsequently amended on July 10, 1996 (Council Journal of Proceedings, page 25138) by striking the words: "East Randolph Street (upper level/south side) from a point 240 feet east of North Columbus Drive, to a point 50 feet east thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes" and inserting in lieu thereof: "East Randolph Street (upper level/south side) from a point ____ feet east of North Columbus Drive, to a point ____ feet east thereof" (increased length of zone to be determined by the

Commissioner of Transportation), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 455 NORTH CITY
FRONT PLAZA DRIVE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on June 4, 1997 (Council Journal of Proceedings, page 46457) by striking the words: "455 North City Front Plaza Drive (North Water Street side of building) loading zone/tow-away zone -- all days -- no exceptions", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTION ON PORTIONS OF
SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
OLIVO (13th Ward)	South Kedvale Avenue, in the 5500 block -- northerly;
BURKE (14th Ward)	First east/west alley north of West 41st Street, in the 2700 block -- westerly;
MURPHY (18th Ward)	South Sacramento Avenue, from West Seipp Street to West 87th Street -- southerly;

Alderman	Location And Distance
<i>AUSTIN</i> (34th Ward)	South Union Avenue, from West 106th Street to West 107th Street -- northerly; West 109th Street, from South Perry Avenue to South Eggleston Avenue -- westerly; West 111th Place, from South Wentworth Avenue to South State Street -- easterly; West 113th Street, from South State Street to South Wentworth Avenue -- westerly;
<i>BANKS</i> (36th Ward)	Alley bounded by West Addison Street, West Forest Preserve Drive, North Paris Avenue and North Panama Avenue -- easterly;
<i>NATARUS</i> (42nd Ward)	North Rush Street, from East Ohio Street to East Ontario Street -- northerly; Eighteen foot public alley in the block bounded by West Monroe Street, South Canal Street, West Adams Street and South Clinton Street -- easterly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF SOUTH WINCHESTER AVENUE.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "South

Winchester Avenue, in the 8100 block -- southerly" and inserting in lieu thereof: "South Winchester Avenue, in the 8100 block -- northerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION TO ALLOW TWO-WAY TRAFFIC
ON PORTION WEST MORSE AVENUE.

Alderman Stone (50th Ward) presented a proposed order authorizing the Commissioner of Transportation to allow traffic to flow in both directions on West Morse Avenue, from North Western Avenue to the first alley next west thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR INSTALLATION OF
PARKING METERS AT SPECIFIED LOCATIONS.

Alderman Bernardini (43rd Ward) presented a proposed order directing the Commissioner of Transportation to install parking meters on both sides of West Webster Avenue, between North Bissell Avenue and North Sheffield Avenue and on the east side of North Sheffield Avenue, between West Webster Avenue and the first alley south thereof, to be in effect from 8:00 A.M. to 9:00 P.M., Monday through Saturday, with a two-hour limit at 25¢ per hour, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING METERS AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the removal of parking meters from portions of specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
SHAW (9th Ward)	South Michigan Avenue (west side) from East 114th Place to East 115th Street;
FRIAS (12th Ward)	South Albany Avenue (east side) between South Archer Avenue and the first alley north thereof.

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented ordinances to limit 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
BURNETT (27th Ward)	West Hobbie Street, at 542 -- at all times -- daily;
GABINSKI (32nd Ward)	North Lincoln Avenue (east side) at 3345, from a point 125 feet south of West Roscoe Street, to a point 40 feet south thereof -- 15 minute standing zone -- 11:00 A.M. to 5:00 P.M. -- daily.

Referred -- ESTABLISHMENT OF FIFTEEN MINUTE
LOADING ZONES/TOW-AWAY ZONES AT
SPECIFIED LOCATIONS.

Alderman Natarus (42nd Ward) presented two proposed ordinances to

establish fifteen minute loading zones/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:

North City Front Plaza Drive, at 455 (North Water Street side of building) daily -- no exceptions;

West Marble Place, at 33 -- daily -- no exceptions.

Referred -- ESTABLISHMENT OF FIFTEEN MINUTE
STANDING ZONES/TOW-AWAY ZONES AT
SPECIFIED LOCATIONS.

Alderman Natarus (42nd Ward) presented proposed ordinances to establish fifteen minute standing zones/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:

West Harrison Street, at 570 -- 9:00 A.M. to 9:00 P.M. -- daily;

North Lake Shore Drive, at 1200 -- daily -- no exceptions;

East Superior Street, at 166 -- daily -- no exceptions; and

West Superior Street, at 356 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday.

Referred -- ESTABLISHMENT OF NO STOPPING, NO STANDING,
NO PARKING/TOW-AWAY ZONE ON PORTION OF
NORTH RUSH STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to establish a no stopping, no standing, no parking/tow-away zone on the west side of North Rush Street, from East Bellevue Place to East Cedar Street, to be in effect from 6:00 A.M. to 6:00 P.M., with no exceptions, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
GRANATO (1st Ward)	North Ashland Avenue, at 1351 (except for handicapped);
	West Blackhawk Street, at 1447 (except for handicapped);
	North Claremont Avenue, at 1639 (except for handicapped);
	North Sacramento Boulevard, at 851 (except for handicapped);
	North Wolcott Avenue, at 853 (except for handicapped);
PRECKWINKLE (4th Ward)	South Berkeley Avenue, at 4433 (except for handicapped);
	South Forrestville Avenue, at 4847 (except for handicapped);
	South Greenwood Avenue, at 4549 (except for handicapped);
	South St. Lawrence Avenue, at 4938 (except for handicapped);
STEELE (6th Ward)	South Eberhart Avenue, at 7537 (except for handicapped);
	South Michigan Avenue, at 7351 (except for handicapped);
	South Rhodes Avenue, at 7721 (except for handicapped);

Alderman	Location And Distance
	South Rhodes Avenue, at 7921 (except for handicapped);
	South Vernon Avenue, at 8012 (except for handicapped);
	East 90th Street, at 342 (except for handicapped);
<i>BEAVERS</i> (7th Ward)	South Brandon Avenue, at 8124 (except for handicapped);
	South Burnham Avenue, at 7831 (except for handicapped);
	South Colfax Avenue, at 8237 (except for handicapped);
	South Houston Avenue, at 8246 (except for handicapped);
	South Kingston Avenue, at 7759 (except for handicapped);
	South Saginaw Avenue, at 8434 (except for handicapped);
	East 77th Street, at 2708 (except for handicapped);
	East 100th Street, at 2238 (except for handicapped);
<i>DIXON</i> (8th Ward)	South Avalon Avenue, at 7926 (except for handicapped);
	South Blackstone Avenue, at 9120 (except for handicapped);
	East 111th Street (both sides) from South Perry Avenue to a point 200 feet east thereof;

Alderman	Location And Distance
<i>SHAW</i> (9th Ward)	South Calumet Avenue, at 10534 (except for handicapped); South Corliss Avenue, at 10540 (except for handicapped); South Indiana Avenue, at 10428 (except for handicapped); South Lowe Avenue, at 12533 (except for handicapped); South Rhodes Avenue, at 10626 (except for handicapped); South St. Lawrence Avenue, at 10210 (except for handicapped); South Vernon Avenue, at 10507 (except for handicapped); South Wentworth Avenue, at 10149 (except for handicapped);
<i>BUCHANAN</i> (10th Ward)	South Avenue F, at 10740 (except for handicapped); South Avenue L, at 9544 (except for handicapped); South Avenue L, at 9643 (except for handicapped); South Mackinaw Avenue, at 10644 (except for handicapped); East 93rd Street, at 2809 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Hillock Avenue, at 2704 (except for handicapped);

Alderman	Location And Distance
	South Marshfield Avenue, at 3643 (except for handicapped);
	South Racine Avenue, at 3114 (except for handicapped);
	South Talman Avenue, at 4551 (except for handicapped);
	South Throop Street, at 3141 (except for handicapped);
	South Wallace Street, at 4540 (except for handicapped);
	West 34th Place, at 926 (except for handicapped);
<i>FRIAS</i> (12th Ward)	West 23rd Place, at 2623 (except for handicapped);
	West 35th Street (south side) from the first alley east of and parallel to South California Avenue to South Maplewood Avenue (no trucks);
<i>OLIVO</i> (13th Ward)	West 70th Place, at 3840 (except for handicapped);
	West 73rd Place, at 3440 (except for handicapped);
<i>BURKE</i> (14th Ward)	South Campbell Avenue, at 4142 (except for handicapped);
	South Maplewood Avenue, at 5326 (except for handicapped);
	South Richmond Street, at 5128 (except for handicapped);
	West 42nd Place, at 3134 (except for handicapped);

Alderman	Location And Distance
<i>JONES</i> (15th Ward)	South California Avenue, at 6935 (except for handicapped); South Fairfield Avenue, at 5915 (except for handicapped); South Honore Street, at 6314 (except for handicapped); South Wolcott Avenue, at 6209 (except for handicapped); West 74th Street, from South Western Avenue to South Bell Avenue -- Sundays (no trucks);
<i>COLEMAN</i> (16th Ward)	South Carpenter Street, at 6335 (except for handicapped);
<i>PETERSON</i> (17th Ward)	South Aberdeen Street, at 7340 (except for handicapped); South Carpenter Street, at 7130 (except for handicapped); South Elizabeth Street, at 6752 (except for handicapped); South Emerald Avenue, at 7145 (except for handicapped); South Honore Street, at 7611 (except for handicapped); South Laflin Street, at 7039 (except for handicapped); South Marshfield Avenue, at 7334 (except for handicapped); South Sangamon Avenue, at 7744 (except for handicapped); South Wolcott Avenue, at 7135 (except for handicapped);

Alderman	Location And Distance
<i>MURPHY</i> (18th Ward)	South Aberdeen Street, at 8413 (except for handicapped);
	South Ada Street, at 8457 (except for handicapped);
	South Campbell Avenue, at 8042 (except for handicapped);
	South Elizabeth Street, at 8207 (except for handicapped);
	South Justine Street, at 8030 (except for handicapped);
	South Laflin Street, at 8523 (except for handicapped);
	South Morgan Street, at 8538 (except for handicapped);
	South Throop Street, at 8354 (except for handicapped);
	South Winchester Avenue, at 8138 (except for handicapped);
<i>TROUTMAN</i> (20th Ward)	South Indiana Avenue, at 5432 (except for handicapped);
	South Indiana Avenue, at 6751 (except for handicapped);
	South Michigan Avenue, at 6655 (except for handicapped);
	South Rhodes Avenue, at 6219 (except for handicapped);
	South Wabash Avenue, at 6810 (except for handicapped);
	East 60th Street, at 731 (except for handicapped);

Alderman	Location And Distance
<i>MUNOZ</i> (22nd Ward)	West Cermak Road, at 4108 (except for handicapped);
<i>ZALEWSKI</i> (23rd Ward)	South Linder Avenue, at 5411 -- 5420 -- 5438 and 5445 (no trucks over five tons); South Long Avenue, at 5100 (except for handicapped); South Long Avenue, at 5216 (except for handicapped); West 57th Street, at 3816 (except for handicapped); West 59th Street (north side) from South Neva Avenue to the first alley west thereof;
<i>CHANDLER</i> (24th Ward)	West Congress Parkway, at 4251 (except for handicapped); West Congress Parkway, at 4734 (except for handicapped); South Drake Avenue, at 1937 (except for handicapped); South Kedvale Avenue, at 625 (except for handicapped); South Karlov Avenue, at 1229 (except for handicapped); West Lexington Street, at 3327 (except for handicapped); West Lexington Street, at 3332 (except for handicapped);

Alderman	Location And Distance
<i>SOLIS</i> (25th Ward)	West 25th Place, at 226 (except for handicapped);
<i>OCASIO</i> (26th Ward)	West Evergreen Avenue, at 3243 (except for handicapped);
<i>BURNETT</i> (27th Ward)	North Drake Avenue, at 746 (except for handicapped); North Drake Avenue, at 1018 (except for handicapped); North Hudson Avenue, at 848 (except for handicapped); North Lawndale Avenue, at 952 (except for handicapped); West Ontario Street, at 3958 (except for handicapped);
<i>E. SMITH</i> (28th Ward)	West Adams Street, at 2939 (except for handicapped); West Adams Street, at 4831 (except for handicapped); West Warren Boulevard, at 2925 (except for handicapped); West Wilcox Street, at 2709 (except for handicapped);
<i>BURRELL</i> (29th Ward)	North Austin Boulevard, at 1447 (except for handicapped); West Grand Avenue (south side) from a point 77 feet west of North McVicker Avenue, to a point 25 feet west thereof;

Alderman	Location And Distance
	West Huron Street, at 5914 (except for handicapped);
	West LeMoyne Street, at 5559 (except for handicapped);
	North Monitor Street, at 1336 (except for handicapped);
	West Ohio Street, at 5906 (except for handicapped);
	West Van Buren Street, at 5028 (except for handicapped);
	North Waller Avenue, at 1529 (except for handicapped);
WOJCIK (30th Ward)	West Barry Avenue, at 4140 (except for handicapped);
	North Keystone Avenue, at 4028 (except for handicapped);
	West Parker Street, at 5438 (except for handicapped);
	West Schubert Avenue, at 5457 (alongside on West Linder Avenue) (except for handicapped);
SUAREZ (31st Ward)	North Avers Avenue, at 2251 (except for handicapped);
	North Kedvale Avenue, at 1548 (except for handicapped);
	North Keystone Avenue, at 1722 (except for handicapped);
	North Kostner Avenue, at 2936 (except for handicapped);

Alderman	Location And Distance
	West Shakespeare Avenue, at 4607 (except for handicapped);
	North Tripp Avenue, at 2235 (except for handicapped);
<i>GABINSKI</i> (32nd Ward)	West Eddy Street, at 1814 (except for handicapped);
	North Honore Street, at 2023 (except for handicapped);
	North Marshfield Avenue, at 3535 (except for handicapped);
<i>AUSTIN</i> (34th Ward)	South Emerald Avenue, at 11001 (except for handicapped);
	South May Street, at 11647 (except for handicapped);
	South Wallace Street, at 12436 (except for handicapped);
	South Yale Avenue, at 11416 (except for handicapped);
	West 112th Place, at 235 (except for handicapped);
	West 117th Street (both sides) from South Halsted Street to South Peoria Street (tow-away zone);
<i>COLOM</i> (35th Ward)	West Lyndale Street, at 2861 (except for handicapped);

Alderman	Location And Distance
<i>BANKS</i> (36th Ward)	North Mulligan Avenue, at 2612 (except for handicapped); North Oak Park Avenue, at 2324 (except for handicapped); North Paris Avenue, at 3342 (except for handicapped);
<i>GILES</i> (37th Ward)	North Keystone Avenue, at 1144 (except for handicapped); North Laramie Avenue, at 825 (except for handicapped); North Latrobe Avenue, at 200 (except for handicapped); North Latrobe Avenue, at 1524 (except for handicapped); North Laverne Avenue, at 906 (except for handicapped); North Lotus Avenue, at 1528 (except for handicapped); West Potomac Avenue, at 4226 (except for handicapped);
<i>ALLEN</i> (38th Ward)	West Addison Street, at 5901 (along on North Marmora Avenue) (except for handicapped); West Byron Street, at 5930 (except for handicapped); West Cornelia Avenue, at 6546 (except for handicapped); West Eddy Street, at 6325 (except for handicapped);

Alderman	Location And Distance
	North Marmora Avenue, at 4117 (except for handicapped);
	North Oconto Avenue, at 3829 (except for handicapped);
<i>LAURINO</i> (39th Ward)	West Leland Avenue, at 3753 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	North Ravenswood Avenue, at 6133 (except for handicapped);
	North Talman Avenue, at 4945 (except for handicapped);
<i>DOHERTY</i> (41st Ward)	North Oconto Avenue, at 7221 (except for handicapped);
	North Oconto Avenue, at 7423 (except for handicapped);
<i>BERNARDINI</i> (43rd Ward)	North Kenmore Avenue, at 2775 (except for handicapped);
<i>HANSEN</i> (44th Ward)	West Newport Avenue, at 1150 (except for handicapped);
<i>LEVAR</i> (45th Ward)	West Pensacola Avenue, at 5604 (except for handicapped);
<i>STONE</i> (50th Ward)	West Arthur Avenue, at 2320 (except for handicapped);
	West Arthur Avenue, at 2950 (except for handicapped);
	North Bell Avenue, at 6419 (except for handicapped);

Alderman

Location And Distance

West Jarlath Street, at 3112
(except for handicapped);

North Seeley Avenue, at 6662
(except for handicapped);

North Whipple Street, at 6052
(except for handicapped);

North Whipple Street, at 6750
(except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION AT
ALL TIMES AT 6624 SOUTH
ABERDEEN STREET.

Alderman Peterson (17th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Aberdeen Street, at 6624 (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 ON PORTION OF SOUTH
ARCHER AVENUE.

Alderman Zalewski (23th 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 Archer Avenue (north side) from South Central Avenue to South Parkside Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION AT
ALL TIMES AT 10722 SOUTH
AVENUE E.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Avenue E, at 10722 (Handicapped Parking Permit 9902)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
522 NORTH AVERS AVENUE.

Alderman E. Smith (28th 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 Avers Avenue, at 522 (Handicapped Parking Permit 9846)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1827 SOUTH AVERS AVENUE.

Alderman Chandler (24th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Avers Avenue, at 1827 (Handicapped Parking Permit 319)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4830 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 4830 (Handicapped Parking Permit 6949)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6142 SOUTH BISHOP STREET.

Alderman Coleman (16th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Bishop Street, at 6142 (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
2417 NORTH BURLING STREET.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Burling Street, at 2417 (Handicapped Parking Permit 732)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4149 WEST BYRON STREET.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Byron Street, at 4149 (Handicapped Parking Permit 9610)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8820 SOUTH CALUMET AVENUE.

Alderman Steele (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Calumet Avenue, at 8820 (Handicapped Parking Permit 6808)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4150 SOUTH CAMPBELL AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Campbell Avenue, at 4150 (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 13348
SOUTH CARONDOLET AVENUE.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Carondolet Avenue, at 13348 (Handicapped Parking Permit 9906)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 6458 -- 6460
NORTH CLAREMONT AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Claremont Avenue, at 6458 -- 6460 (Handicapped Parking Permit 10740)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 4835
WEST CORNELIA AVENUE.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Cornelia Avenue, at 4835 (Handicapped Parking Permit 13276)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 7418
SOUTH CRANDON AVENUE.

Alderman Beavers (7th 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 Crandon Avenue, at 7418 (handicapped parking permit)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4429 WEST DEMING PLACE.

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 Deming Place, at 4429 (Handicapped Parking Permit 13518)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 5607
NORTH DRAKE AVENUE.

Alderman Laurino (39th 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 Drake Avenue, at 5607 (Handicapped Parking Permit 8411)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 4838
WEST DRUMMOND PLACE.

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 Drummond Place, at 4838 (Handicapped Parking Permit 12847)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 9243
SOUTH ELIZABETH 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 Elizabeth Street, at 9243 (Handicapped Parking Permit 12130)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 2708
WEST FITCH AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Fitch Avenue, at 2708 (Handicapped Parking Permit 12038)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 9524
SOUTH FOREST AVENUE.

Alderman Steele (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Forest Avenue, at 9524 (Handicapped Parking Permit 6235)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 6331
SOUTH FRANCISCO AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Francisco Avenue, at 6331 (Handicapped Parking Permit 12411)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 2339
NORTH GENEVA TERRACE.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Geneva Terrace, at 2339 (Handicapped Parking Permit 10428)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2336 NORTH HAMLIN AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Hamlin Avenue, at 2336 (Handicapped Parking Permit 9733)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2340 NORTH HAMLIN AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Hamlin Avenue, at 2340 (Handicapped Parking Permit 11268)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8047 SOUTH HERMITAGE AVENUE.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Hermitage Avenue, at 8047 (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
2941 WEST JARVIS AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Jarvis Avenue, at 2941 (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
7943 SOUTH JUSTINE STREET.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Justine Street, at 7943 (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
3406 WEST LEXINGTON STREET.

Alderman Chandler (24th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Lexington Street, at 3406 (Handicapped Parking Permit 1555)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
9057 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 9057 (Handicapped Parking Permit 9574)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2816 NORTH LUNA AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Luna Avenue, at 2816 (Handicapped Parking Permit 10365)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6152 SOUTH MONITOR 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 Monitor Avenue, at 6152 (Handicapped Parking Permit 7047)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3909 NORTH NEWLAND AVENUE.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Newland Avenue, at 3909 (Handicapped Parking Permit 4256)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4110 WEST OAKDALE AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Oakdale Avenue, at 4110 (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
4918 NORTH ROCKWELL STREET.

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 Rockwell Street, at 4918 (Handicapped Parking Permit 14818)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3043 NORTH SOUTHPORT AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Southport Avenue, at 3043 (Handicapped Parking Permit 960)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4519 SOUTH SPAULDING AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Spaulding Avenue, at 4519 (Handicapped Parking Permit 69)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES IN 9500
BLOCK OF SOUTH THROOP 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 Throop Street (west side only) in the 9500 block", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES IN 9600
BLOCK OF SOUTH THROOP 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 Throop Street (west side only) in the 9600 block", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2704 SOUTH UNION AVENUE.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Union Avenue, at 2704 (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
3140 SOUTH UNION AVENUE.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Union Avenue, at 3140 (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
7837 SOUTH WABASH AVENUE.

Alderman Steele (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Wabash Avenue, at 7837 (Handicapped Parking Permit 1963)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2958 NORTH WHIPPLE STREET.

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 Whipple Street, at 2958 (Handicapped Parking Permit 2065)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6537 SOUTH WHIPPLE STREET.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all time on portions of specified public ways by striking the words: "South Whipple Street, at 6537 (Handicapped Parking Permit 9807)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2637 NORTH WILTON AVENUE.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Wilton Avenue, at 2637 (Handicapped Parking Permit 5200)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2709 WEST 23RD PLACE.

Alderman Frias (12th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 23rd Place, at 2709 (Handicapped Parking Permit 5460)", 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 73RD PLACE.

Alderman Peterson (17th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 73rd Place, at 1429 (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
817 EAST 88TH PLACE.

Alderman Dixon (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "East 88th Place, at 817 (Handicapped Parking Permit 13712)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
366 WEST 94TH 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 94th Place, at 366 (Handicapped Parking Permit 5974)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1118 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 1118 (Handicapped Parking Permit 13477)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated, 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)	West 17th Street, from South State Street to the alley west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
BUCHANAN (10th Ward)	East 136th Street (both sides) from South Buffalo Avenue to South Brainard Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;
ZALEWSKI (23rd Ward)	South Archer Avenue (north side) from South Central Avenue to South Parkside Avenue -- 4:00 P.M. to 6:00 P.M. -- daily;
BERNARDINI (43rd Ward)	North Wayne Avenue (east side) in the 2100 block -- 9:00 P.M. to 8:00 A.M. -- daily;
M. SMITH (48th Ward)	North Broadway, at 5733 (immediately north of the double driveway) 9:00 A.M. to 6:00 P.M. -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF NORTH LEAVITT STREET.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Leavitt Street (west side) at 3920 (along Saint Benedict Parochial School) 8:00 A.M. to 4:00 P.M. -- on school days" and inserting in lieu thereof: "North Leavitt Street (west side) at 3920 (along Saint Benedict Parochial School) 7:30 A.M. to 4:00 P.M. -- on school days", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF WEST WRIGHTWOOD AVENUE.

Alderman Colom (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Wrightwood Avenue, from North Kedzie Avenue to North Spaulding Avenue -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION/TOW-AWAY ZONES DURING
SPECIFIED HOURS ON PORTION OF
WEST 71ST PLACE.

Alderman Peterson (17th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles and established tow-away zones during specified hours on portion of various public ways by striking the words: "West 71st Place (both sides) in the 1300 block", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION TO
8025 SOUTH EMERALD AVENUE.

Alderman Peterson (17th Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 9952 South Princeton Avenue to a new location at 8025 South Emerald Avenue, 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 of Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
BEAVERS (7th Ward)	East 74th Place (both sides) in the 2600 block -- at all times;
JONES (15th Ward)	South Bell Avenue (both sides) in the 7000 block -- at all times;
FRIAS (12th Ward)	South Christiana Avenue, from 3000 to 3069 -- at all times;
COLEMAN (16th Ward)	South Fairfield Avenue (both sides) in the 5700 block -- at all times;
RUGAI (19th Ward)	West 94th Street (both sides) from South Claremont Avenue to the cul-de-sac west thereof;

Alderman	Location, Distance And Time
<i>EVANS</i> (21st Ward)	South Morgan Street (both sides) in the 9400 block -- at all times; West 95th Street (both sides) in the 900 block -- at all times;
<i>ZALEWSKI</i> (23rd Ward)	South Keeler Avenue (both sides) from the first alley north of South Archer Avenue to West 51st Street -- 8:30 A.M. to 8:30 P.M. -- daily; South Nagle Avenue (both sides) in the 6200 block -- at all times;
<i>CHANDLER</i> (24th Ward)	South Avers Avenue (both sides) in the 1900 and 2100 blocks -- at all times; West Lexington Street (both sides) in the 3400 block -- at all times; West Van Buren Street (both sides) in the 4500 block -- at all times;
<i>BURRELL</i> (29th Ward)	West Superior Street (both sides) in the 5800 block -- 6:00 P.M. to 6:00 A.M. -- daily;
<i>SUAREZ</i> (31st Ward)	North Kedvale Avenue (both sides) in the 2300 block -- 4:00 P.M. to 6:00 A.M. daily;
<i>AUSTIN</i> (34th Ward)	South Eggeston Avenue (both sides) in the 120th block -- at all times; South Lafayette Avenue (both sides) in the 116th block -- at all times;

Alderman	Location, Distance And Time
<i>BANKS</i> (36th Ward)	North Merrimac Avenue (both sides) in the 2900 block -- at all times; North Oleander Avenue (both sides) in the 3600 block -- at all times;
<i>GILES</i> (37th Ward)	West Haddon Avenue (both sides) in the 4800 block -- at all times;
<i>BERNARDINI</i> (43rd Ward)	North Meyer Court (both sides) in the 1600 block -- 6:00 P.M. to 6:00 A.M. -- daily;
<i>STONE</i> (50th Ward)	North Campbell Avenue (both sides) in the 6200 block and West Granville Avenue, at 2450 -- 9:00 P.M. to 7:00 A.M. -- daily; North Maplewood Avenue (both sides) in the 6300 block -- at all times.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE IN 7700 BLOCK
OF SOUTH ABERDEEN STREET.

Alderman Peterson (17th 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: "South Aberdeen Street, in the 7700 block", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH MASON AVENUE.

Alderman Burrell (29th 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 Mason Avenue (both sides) from the first alley north of West Division Street to West Potomac Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF SOUTH MENARD AVENUE.

Alderman Burrell (29th 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: "South Menard Avenue (both sides) from West Madison Street to West Adams Street", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PARKING ZONE ON PORTION OF
WEST RACE STREET.

Alderman Burrell (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "West Race Street (both sides) from North Waller Avenue to North Austin Boulevard -- at all times" and inserting in lieu thereof: "West Race Street (both sides) from North Menard Avenue to North Austin Boulevard -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON
PORTION OF SOUTH TROY STREET.

Alderman Frias (12th 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: "South Troy Street (both sides) from 2500 to 2600 (Zone 136)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- EXTENTION OF RESIDENTIAL PERMIT PARKING
ZONE 74 ON PORTION OF WEST
GOETHE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established Residential Permit Parking Zone 74 on portion of specified public ways by adding thereto both sides of West Goethe Street, from North Clark Street to North LaSalle Street, to be in effect at all times, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- EXTENSION OF RESIDENTIAL PERMIT
PARKING ZONE 74 ON PORTION OF
WEST SHILLER STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established Residential Permit Parking Zone 74 on portion of specified public ways by adding thereto both sides of West Shiller Street, from North Clark Street to North LaSalle Street, to be in effect at all times, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR EXTENSION OF
RESIDENTIAL PERMIT PARKING ZONE AT
3600 NORTH FREMONT STREET.

Alderman Hansen (44th Ward) presented a proposed order to give consideration to the extension of Residential Permit Parking Zone 383 to include the west side of the 3600 block of North Fremont Street, to be in effect from 6:00 P.M. to 6:00 A.M., daily, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL
PERMIT PARKING ZONE ON PORTIONS OF NORTH
HIAWATHA AVENUE AND NORTH
WAUKESHA AVENUE.

Alderman Levar (45th Ward) presented a proposed order to give consideration to the extension of Residential Permit Parking Zone 156 to include the 6600 block of North Hiawatha Avenue, from North Algonquin Avenue to the west side of North Waukesha Avenue and to include 6611 North Kinzua Avenue, to be in effect at all times, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE AT
5659 SOUTH NORDICA AVENUE.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to repeal a previously passed ordinance which established Residential Permit Parking Zone 11 at 5659 South Nordica 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 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 Sawyer Street (both sides) going north for 100 feet to the first alley north of West 55th Street;
ZALEWSKI (23rd Ward)	West 48th Street, from South Pulaski Road to the first driveway west thereof and parallel to South Pulaski Road (alongside of 4800 South Pulaski Road);
SCHULTER (47th Ward)	North Maplewood Avenue (east side) from West Irving Park Road to the first east/west alley south thereof (alongside of 2500 West Irving Park Road).

Referred -- ESTABLISHMENT OF NO PARKING/STREET
SWEEPING ZONES ON PORTIONS OF EAST 55TH
STREET AND EAST 75TH STREET.

Alderman Holt (5th Ward) presented a proposed order to establish no parking/street sweeping zones along the following routes, during the times specified, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

East 55th Street, from South Lake Park Avenue to South South Shore Drive -- 7:00 A.M. to 9:00 A.M. -- Monday and Tuesday -- April 1 to November 15; and

East 75th Street, from South Paxton Avenue to South Stony Island Avenue -- 7:00 A.M. to 9:00 A.M. -- Friday -- April 1 to November 15.

Referred -- DESIGNATION OF STREET SWEEPING/TOW-AWAY
ZONES AND INSTALLATION OF APPROPRIATE
SIGNS ON PORTION OF WEST
SHILLER STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance directing the Commissioner of Transportation to designate street sweeping/tow-away zones along the following routes and to install traffic signs designating the hours of prohibition, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

West Shiller Street (north side) from North LaSalle Street to North Clark Street -- 9:00 A.M. to 1:00 P.M. -- Tuesday -- April 15 to November 15; and

West Shiller Street (south side) from North LaSalle Street to North Clark Street -- 9:00 A.M. to 1:00 P.M. -- Wednesday -- April 15 to November 15.

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON
PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to limit the speed of vehicles on portions of specified public ways, *which were Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Speed Limit
NATARUS (42nd Ward)	East Bellevue Place, from North Rush Street to North Lake Shore Drive -- twenty-five miles per hour;
	East Chestnut Street, from North Mies Van Der Rohe Way to North Michigan Avenue -- twenty-five miles per hour;

Alderman	Location And Speed Limit
LEVAR (45th Ward)	North Menard Avenue, from North Northwest Highway to North Milwaukee Avenue, alongside the Gladstone Park and playlot -- twenty miles per hour.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
TRAFFIC LANE/TOW-AWAY ZONE ON PORTION
OF WEST OHIO STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established traffic lane/tow-away zone on portions of specified public ways by striking the words: "West Ohio Street (both sides) from North LaSalle Street to North Clark Street -- 4:00 P.M. to 9:00 A.M." and inserting in lieu thereof: "West Ohio Street (both sides) from North LaSalle Street to North Clark Street -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR INSTALLATION OF AUTOMATIC
TRAFFIC CONTROL SIGNAL AT INTERSECTION OF
EAST 79TH STREET AND SOUTH
EBERHART AVENUE.

Alderman Steele (6th Ward) presented a proposed order authorizing the Commissioner of Transportation to cause the installation of an automatic traffic control signal at the intersection of East 79th Street and South Eberhart Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF
AUTOMATIC TRAFFIC CONTROL SIGNALS AT
INTERSECTION OF WEST BELMONT
AVENUE AND NORTH
NASHVILLE
AVENUE.

Alderman Banks (36th Ward) and Alderman Allen (38th 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 Belmont Avenue and North Nashville Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF
TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
GRANATO (1st Ward)	North Mozart Street, at West Augusta Boulevard -- "Stop"; West Rice Street, at North Rockwell Street -- "Stop";
TILLMAN (3rd Ward)	South Prairie Avenue, at 4712 -- "Church Only Parking";
HOLT (5th Ward)	East 55th Street and South Everett Avenue -- "Stop"; East 70th Street, at South Oglesby Avenue -- "Stop"; East 71st Street, at South Woodlawn Avenue -- "Stop";

Alderman

Location And Type Of Sign

East 76th Street and South Dante Avenue -- "Stop";

East 76th Street, at South Dorchester Avenue -- "Stop";

East 77th Street, at South Avalon Avenue -- "Stop";

East 78th Street, at South Avalon Avenue -- "Stop";

STEELE (6th Ward)

South Langley Avenue, at 7530 and 7531 -- "No U-Turn";

West 74th Street and South Perry Avenue -- "Stop";

SHAW (9th Ward)

South Indiana Avenue, at East 105th Street -- "Stop";

South Lowe Avenue, at 126th Street -- "Two-Way Stop";

East 106th Street, at South Prairie Avenue -- "Two-Way Stop";

East 107th Street, at South Eberhart Avenue -- "Two-Way Stop";

East 107th Street, at South Indiana Avenue -- "Two-Way Stop";

BUCHANAN (10th Ward)

South Torrence Avenue (west side) at East 116th Street -- "No Outlet";

Alderman	Location And Type Of Sign
<i>FRIAS</i> (12th Ward)	Entrance to first alley west of and parallel to South Western Avenue, at West 34th Place -- "Stop"; Entrance to first alley west of and parallel to South Western Avenue, at West 34th Street -- "Stop"; West 38th Place and South Albany Avenue -- "Four-Way Stop"; West 38th Place and South Homan Avenue -- "Four-Way Stop";
<i>BURKE</i> (14th Ward)	South Albany Avenue, at West 38th Place -- "Stop";
<i>JONES</i> (15th Ward)	West 62nd Street and South Rockwell Street -- "Stop"; West 66th Street and South Rockwell Street -- "Stop";
<i>COLEMAN</i> (16th Ward)	South Ada Street, at West 62nd Street, West 61st Street and West 60th Street -- "Stop"; South Bishop Street, at West 60th Street -- "Stop"; South Winchester Avenue, at West 53rd Street -- "Stop";
<i>PETERSON</i> (17th Ward)	South Bishop Street and West 64th Street -- "Four-Way Stop"; South Bishop Street and West 65th Street -- "Yield -- Senior Citizen Crossing"; South Bishop Street, at West 72nd Street -- "Stop";

Alderman	Location And Type of Sign
	South Bishop Street, at West 73rd Street -- "Stop";
	South Eggleston Avenue and West 76th Street -- "Two-Way Stop";
	South Laflin Street, at West 78th Street -- "Stop";
	South Racine Avenue, at West 78th Street -- "Two-Way Stop";
	West 64th Street and South Aberdeen Street -- "Four-Way Stop";
	West 64th Street and South Bishop Street -- "Four-Way Stop";
	West 65th Street and South Bishop Street -- "Four-Way Stop";
	West 72nd Street, at South Stewart Avenue -- "Two-Way Stop";
	West 73rd Street, at South Princeton Avenue -- "Stop";
	West 77th Street and South Eggleston Street -- "Four-Way Stop";
<i>MURPHY (18th Ward)</i>	South Spaulding Avenue, at West 84th Street -- "Stop";
	West 85th Street, at South Karlov Avenue -- "Stop";
<i>RUGAI (19th Ward)</i>	South Homan Avenue, in the 10300 block -- "One-Way Stop";

Alderman	Location And Type of Sign
	South Homan Avenue, from 11100 to West 112th Place -- "One-Way Stop";
	West 90th Street and South Oakley Avenue -- "Stop";
	West 104th Street and South Central Park Avenue -- "Stop";
	West 110th Place and South Springfield Avenue -- "Stop";
<i>TROUTMAN (20th Ward)</i>	South Calumet Avenue, at 5800 -- "Stop";
	South Calumet Avenue, at 6800 -- "Stop";
	South Princeton Avenue, at 6000 -- "Stop";
	South Vernon Avenue, at 6600 -- "Stop";
<i>MUNOZ (22nd Ward)</i>	South Keeler Avenue and West 24th Place -- "All-Way Stop";
	West 25th Street, at South Avers Avenue -- "Two-Way Stop";
	West 25th Street and South Drake Avenue -- "Two-Way Stop";
	West 25th Street and South Harding Avenue -- "Two-Way Stop";
	East 25th Street and South Homan Avenue -- "Two-Way Stop";
	West 25th Street and South Ridgeway Avenue -- "Two-Way Stop";

Alderman	Location And Type of Sign
	West 25th Street and South Springfield Avenue -- "Two-Way Stop";
	West 25th Street and South St. Louis Avenue -- "Two-Way Stop";
<i>ZALEWSKI</i> (23rd Ward)	West 53rd Street and South Kolin Avenue -- "Stop";
	West 54th Street and South Neenah Avenue -- "Four-Way Stop";
<i>CHANDLER</i> (24th Ward)	West Van Buren Street, at South Kilbourn Avenue -- "Two-Way Stop";
<i>OCASIO</i> (26th Ward)	West Bloomingdale Avenue, at North Drake Avenue -- "Stop";
<i>BURRELL</i> (29th Ward)	West Adams Street and South Lotus Avenue -- "All-Way Stop";
	West Adams Street and South Waller Avenue -- "All-Way Stop";
	South Lockwood Avenue and West Congress Parkway -- "All-Way Stop";
	North Mayfield Avenue and West Potomac Avenue -- "All-Way Stop";
	North Mayfield Avenue and West Rice Street -- "All-Way Stop";
	North Mayfield Avenue and West Walton Street -- "All-Way Stop";

Alderman	Location And Type of Sign
<i>WOJCIK</i> (30th Ward)	West Belle Plaine Avenue, at North Avers Avenue -- "Three-Way Stop"; West Belle Plaine Avenue, at North Kedvale Avenue -- "Stop";
<i>SUAREZ</i> (31st Ward)	North Kedvale Avenue, at West Palmer Street -- "All-Way Stop"; North Kenneth Avenue, at West Palmer Street -- "All-Way Stop"; North Kilbourn Avenue and West Palmer Street -- "All-Way Stop"; North Kilbourn Avenue and West Wrightwood Avenue -- "All-Way Stop"; North Kilpatrick Avenue and West Wrightwood Avenue -- "All-Way Stop"; North Kostner Avenue and West Barry Avenue -- "All-Way Stop"; North Kostner Avenue and West George Street -- "All-Way Stop"; North Kostner Avenue and West Wellington Avenue -- "All-Way Stop";
<i>AUSTIN</i> (34th Ward)	South Loomis Street and West 118th Street -- "Two-Way Stop"; South Morgan Street and West 116th Place -- "Two-Way Stop"; South Morgan Street and West 118th Street -- "Two-Way Stop";

Alderman	Location And Type of Sign
	South Princeton Avenue and West 110th Street -- "All-Way Stop";
	South Wentworth Avenue and West 109th Street -- "Two-Way Stop";
	West 103rd Street and South Aberdeen Street -- "Two-Way Stop";
	West 103rd Street and South Lowe Avenue -- "Two-Way Stop";
	West 118th Street and South Bishop Street -- "Two-Way Stop";
<i>COLOM (35th Ward)</i>	West Belden Avenue and North Sacramento Avenue -- "All-Way Stop";
	West Diversey Avenue and North Spaulding Avenue -- "Four-Way Stop";
	North St. Louis Avenue and West Dickens Avenue -- "All-Way Stop";
	Alley behind North St. Louis Avenue, at 2559 -- "Through Traffic Prohibited -- Children Playing";
<i>BANKS (36th Ward)</i>	West Cortland Street and North Merrimac Avenue -- "Four-Way Stop";
	West Cortland Street, at North Mobile Avenue -- "Stop";
	North Melvina Avenue, at West Schubert Avenue -- "Stop";

Alderman	Location And Type of Sign
	North Oconto Avenue, at West Grace Street -- "Stop";
<i>GILES</i> (37th Ward)	North Laramie Avenue and West St. Paul Avenue -- "Two-Way Stop"; North Lockwood Avenue, at West Potomac Avenue -- "Stop";
<i>ALLEN</i> (38th Ward)	West Eastwood Avenue, at North Narragansett Avenue -- "Stop"; West Warwick Avenue, at North Linder Avenue -- "Stop";
<i>LAURINO</i> (39th Ward)	West Ainslie Avenue, at North St. Louis Avenue -- "Stop";
<i>O'CONNOR</i> (40th Ward)	North Artesian Avenue, at West Balmoral Avenue -- "Stop";
<i>DOHERTY</i> (41st Ward)	West Seminole Street and North Ozanam Avenue -- "Two-Way Stop";
<i>HANSEN</i> (44th Ward)	North Halsted Street, at West Waveland Avenue -- "Stop";
<i>HANSEN</i> (44th Ward) And <i>GABINSKI</i> (32nd Ward)	North Racine Avenue, at West Oakdale Avenue -- "Stop";

Alderman	Location And Type of Sign
<i>LEVAR</i> (45th Ward)	North Laramie Avenue, at West Leland Avenue -- "Stop";
<i>MOORE</i> (49th Ward)	North Ashland Avenue, at West Chase Avenue -- "Stop"; North Paulina Street, at West Sherwin Avenue -- "Stop";
<i>STONE</i> (50th Ward)	North Bell Avenue, at West Chase Avenue -- "Stop"; West Chase Avenue, at North Hamilton Avenue -- "Stop"; North Claremont Avenue, at West Glenlake Avenue -- "Stop"; West Farwell Avenue and North Rockwell Street -- "Three-Way Stop"; West Hood Avenue and North Albany Avenue -- "Four-Way Stop"; West Jarvis Avenue and North Sacramento Avenue -- "Four-Way Stop".

Referred -- CONSIDERATION FOR ERECTION OF "NO DRINKING
ON PUBLIC WAY" SIGN IN 3000 -- 3100
BLOCKS OF WEST NORTH AVENUE.

Alderman Ocasio (26th Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the erection of "No Drinking On Public Way" sign in the 3000 -- 3100 blocks of West North Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT
FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>TILLMAN</i> (3rd Ward)	West 50th Place, from South Union Avenue to South Halsted Street;
<i>HUELS</i> (11th Ward)	South Racine Avenue, in the 3300 -- 3400 blocks;
<i>GILES</i> (37th Ward)	West Hirsch Street, from North Cicero Avenue to North Laramie Avenue; North Keystone Avenue, in the 800 block; North Keystone Avenue, in the 1100 block;
<i>LEVAR</i> (45th Ward)	North Monitor Avenue, from North Northwest Highway to West Catalpa Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
FIVE TON WEIGHT LIMIT ON PORTION OF
SOUTH KOSTNER AVENUE.

Alderman Chandler (24th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on February 10, 1993 (Council Journal of Proceedings, page 28610) which established a weight limit of five tons for trucks and commercial vehicles on portions of specified public ways by striking the words: "South Kostner Avenue, from West Cermak Road to West Fifth Avenue -- 5 tons" and inserting in lieu thereof: "South Kostner Avenue, from West Cermak Road to West Fifth Avenue -- 5 tons (except trucks making local deliveries)", which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

The aldermen named below presented twenty-six proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN GRANATO (1st Ward):

To classify as an R3 General Residence District instead of an R6 General Residence District the area shown on Map Number 3-G bounded by:

the alley next north of West Cortez Street; a line 631.5 feet east of the alley next east of North Ashland Avenue; West Cortez Street; and a line 607.5 feet east of the alley next east of North Ashland Avenue.

BY ALDERMAN SHAW (9th Ward):

To classify as an R3 General Residence District instead of a B3-2 General Retail District the area shown on Map Number 28-E bounded by:

a line 375 feet south of East 113th Street; the alley next east of and parallel to South Michigan Avenue; a line 483.48 feet south of East 113th Street; and South Michigan Avenue.

BY ALDERMAN FRIAS (12th Ward):

To classify as an M1-1 Restricted Manufacturing District instead of a B4-2 Restricted Service District the area shown on Map Number 6-I bounded by:

West Cermak Road; a line 92.85 feet east of South Troy Street; the alley next south of and parallel to West Cermak Road; and a line 67.85 feet east of South Troy Street.

To classify as an R1 Single-Family Residence District instead of an M2-3 General Manufacturing District the area shown on Map Number 6-I bounded by:

a line 139.04 feet north of West 31st Street; a line 133.75 feet east of South Troy Street; a line 114.04 feet north of West 31st Street; and South Troy Street.

To classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area shown on Map Number 10-H bounded by:

a line 145 feet south of West 46th Street; South Marshfield Avenue; a line 169 feet south of West 46th Street; and the alley next west of and parallel to South Marshfield Avenue.

To classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area shown on Map Number 10-H bounded by:

a line 241 feet south of West 46th Street; South Marshfield Avenue; a line 265 feet south of West 46th Street; and the alley next west of and parallel to South Marshfield Avenue.

BY ALDERMAN MUNOZ (22nd Ward):

To classify as an R4 General District instead of a B4-2 Restricted Service District the area shown on Map Number 6-J bounded by:

a line 120.13 feet south of West 24th Street; the alley next east of and parallel to South Pulaski Road; a line 152.13 feet south of West 24th Street; and South Pulaski Road.

To classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District the area shown on Map Number 6-J bounded by:

West 27th Street; South Drake Avenue; a line 84.60 feet south of and parallel to West 27th Street; and the alley next west of and parallel to South Drake Avenue.

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 Number 12-M bounded by:

a line 129.50 feet south of and parallel to West 52nd Street; the public alley next east of and parallel to South Moody Avenue; a line 159.50 feet south of and parallel to West 52nd Street; and South Moody Avenue.

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 14-N bounded by:

a line 303.83 feet south of and parallel to West Archer Avenue; South Nagle Avenue; a line 333.83 feet south of and parallel to West Archer Avenue; and the public alley next west of and parallel to South Nagle Avenue.

BY ALDERMAN CHANDLER (24th Ward):

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map Number 4-J bounded by:

the alley next southerly of and parallel to West Ogden Avenue; South Kedzie Avenue; a line 550 feet north of West 19th Street; and the alley next west of and parallel to South Kedzie Avenue.

BY ALDERMAN SOLIS (25th Ward):

To classify as an R5 General Residence District instead of a B4-1 Restricted Service District the area shown on Map Number 6-H bounded by:

West 23rd Place; the alley next east of and parallel to South Leavitt Street; a line 25.50 feet south of West 23rd Place; and South Leavitt Street.

BY ALDERMAN BURNETT (27th Ward):

To classify as an M1-2 Restricted Manufacturing District instead of an R4 General Residence District the area shown on Map Number 1-I bounded by:

the south line of West Fulton Street; the west line of North California Avenue running south for a distance of 32.8 feet; a line 32.8 feet south of and parallel to the south of West Fulton Street running west to the public alley next west of and parallel to North California Avenue; the public alley next west of and parallel to North California Avenue; the public alley next south of and parallel to West Fulton Street; a line 175 feet east of and parallel to the east line of North Francisco Avenue running north to the south line of West Fulton Street; the area bounded by the east/west alley next south of and parallel to West Fulton Street; a line 75 feet west of and parallel to the alley west of and parallel to North California Avenue; the north line of West Walnut Street; and a line 72 feet east of the north/south alley next east of South Francisco Avenue to the point of beginning.

To classify as a B4-2 Restricted Service District instead of an B4-4 Restricted Service District and a B5-4 General Service District the area shown on Map Number 3-F bounded by:

West North Avenue; the alley next west of and parallel to North LaSalle Street; the alley next south of and parallel to West North Avenue; the alley next east of and parallel to North Wells Street; a line 126 feet south of the alley next south of and parallel to West North Avenue; the alley next west of and parallel to North LaSalle Street; the alley next north of and parallel to West Burton Place; the alley next east of and parallel to North Wells Street; the alley next south of and parallel to West Burton Place; the alley next east of and parallel to North Wells Street; West Schiller Street; the alley next west of and parallel to North Wells Street; a line 70 feet south of West North Avenue; and North Wieland Street.

BY ALDERMAN BURRELL (29th Ward):

To classify as an R5 General Residence District instead of an R4 General Residence District and a B5-2 General Service District the area shown on Map Number 1-M bounded by:

North Menard Avenue; the public alley west of and parallel to North Menard Avenue; the public alley north and the line 52 feet, 4½ inches south of an existing structure.

To classify as an R5 General Residence District instead of an R3 General Residence District and a B5-2 General Service District the area shown on Map Number 2-M bounded by:

West Madison Street; South Parkside Avenue; the alley next south of and parallel to West Madison Street; and a line 50 feet west of South Parkside Avenue.

BY ALDERMAN SUAREZ (31st Ward):

To classify as a B3-2 General Retail District instead of a B5-2 General Service District the area shown on Map Number 3-K bounded by:

the alley next south of and parallel to West North Avenue; the alley next east of and parallel to North Pulaski Road; West Le Moyne Street; and North Pulaski Road.

BY ALDERMAN GABINSKI (32nd Ward):

To classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 5-H bounded by:

the alley next north of West Concord Place; a line 168 feet west of North Damen Avenue; West Concord Place; and a line 240 feet west of North Damen Avenue.

BY ALDERMAN COLOM (35th Ward):

To classify as an R5 General Residence District instead of a C1-1 Restricted Commercial District the area shown on Map Number 5-I bounded by:

a line 83.75 feet south of West McLean Avenue; North California Avenue; a line 125.62 feet south of West McClean Avenue; and the alley next west of and parallel to North California Avenue.

BY ALDERMAN GILES (37th Ward):

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 3-K bounded by:

a line 50 feet south of West Augusta Boulevard; the alley next east of and parallel to North Cicero Avenue; a line 124.44 feet south of West Augusta Boulevard; and North Cicero Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

To classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map Number 15-H bounded by:

West Peterson Avenue; the alley next east of and parallel to North Hermitage Avenue; the alley next south of and parallel to West Peterson Avenue; the alley next southwesterly of and parallel to North Ridge Avenue; the alley next west of and parallel to North Clark Street; West Thorndale Avenue; the alley next west of and parallel to North Clark Street; West Rosehill Drive; a line 616 feet east of North Hermitage Avenue; the alley next south of and parallel to West Rosehill Drive; the alley next west of North Ashland Avenue; West Edgewater Avenue; North Ashland Avenue; West Bryn Mawr Avenue; the westerly right-of-way line of the Chicago and Northwestern Railroad; the alley next north of and parallel to West Olive Avenue or the line thereof if extended where no alley exists; the alley next west of and parallel to North Hermitage Avenue; a line 196 feet south of West Rosehill Drive; North Hermitage Avenue; West Rosehill Drive; the alley next west of and parallel to North Hermitage Avenue or the line thereof if extended where no alley exists; the alley next south of West Peterson Avenue; and North Hermitage Avenue.

BY ALDERMAN BERNARDINI (43rd Ward):

To classify as an R4 General Residence District instead of an R5 General Residence District the area shown on Map Number 5-F bounded by:

West Webster Boulevard; North Burling Street or the line thereof if extended where no street exists; West Dickens Avenue; the alley next east of and parallel to North Howe Street; West Armitage Avenue; the

alley next east of and parallel to North Halsted Street; West Dickens Avenue; and North Halsted Street.

BY ALDERMAN HANSEN (44th Ward):

To classify as an R4 General Residence District instead of an R5 General Residence District the area shown on Map Number 7-F bounded by:

West Oakdale Avenue; a line 120 feet southwesterly of and parallel to North Clark Street; a line from a point 120 feet southwesterly of and parallel to North Clark Street and 175 feet southwesterly of West Oakley Avenue, to a point 144.83 feet west of North Clark Street and 241 feet south of West Oakdale Avenue; a line 116 feet east of and parallel to North Burling Street; a line 49.75 feet north of North Orchard Street as extended; North Clark Street; North Orchard Street extended; North Orchard Street; a line 215 feet north of West Diversey Parkway; a line from a point 215 feet north of West Diversey Parkway and 126 feet west of North Orchard Street, to a point 147 feet north of West Diversey Parkway and 100 feet west of North Orchard Street; the alley next north of and parallel to West Diversey Parkway; and the alley next east of North Halsted Street.

**BY ALDERMAN HANSEN (44th Ward) And
ALDERMAN SHILLER (46th Ward):**

To classify as a B4-2 Restricted Service District instead of a B4-4 Restricted Service District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

West Irving Park Road; a line 170 feet east of and parallel to North Clarendon Avenue; a line 231.40 feet south of and parallel to West Irving Park Road; North Clarendon Avenue; a line 281.40 feet south of and parallel to West Irving Park Road; the alley next east of and parallel to North Clarendon Avenue; a line 381.40 feet south of and parallel to West Irving Park Road; a line 100 feet east of and parallel to North Broadway; West Sheridan Road; North Broadway; a line 153 feet south of and parallel to West Irving Park Road; and a line 60 feet west of and parallel to North Clarendon Avenue,

also to classify as a B5-2 Restricted Service District instead of a B5-4 Restricted Service District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

West Dakin Street; North Broadway; West Sheridan Road; and the alley next west of North Broadway,

also to classify as a B3-2 General Retail District instead of a B3-4 General Retail District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

West Sheridan Road; a line 100 feet east of and parallel to North Broadway; a line 40 feet south of West Sheridan Road; and a line 50 feet east of and parallel to North Broadway.

also to classify as a B4-2 Restricted Service District instead of a B4-5 Restricted Service District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

West Sheridan Road; North Broadway; a line 8294 feet south of and parallel to West Sheridan Road; a line 90.043 feet west of and parallel to North Broadway; a line 92.31 feet south of and parallel to West Sheridan Road; a line 109.62 feet west of and parallel to North Broadway; an line 250 feet south of and parallel to West Sheridan Road; a line 89.92 feet west of and parallel to North Broadway; a line 341.5 feet south of and parallel to West Sheridan Road; a line 268.3 feet west of and parallel to North Broadway; a line 286 feet south of and parallel to West Sheridan Road; and the alley next east of and parallel to North Fremont Street and the center line of said alley if extended north,

also to classify as a B3-2 Restricted Service District instead of a B3-4 General Service District the area shown on Map Numbers 9-G, 9-F and 7-F bound by:

a line 125 feet south of West Sheridan Road as measured along the east line of North Broadway and perpendicular thereto; a line 100 feet east of and parallel to North Broadway; a line 175 feet south of West Sheridan Road as measured along the east line of North Broadway and perpendicular thereto; and North Broadway,

also to classify as a B5-2 General Service District instead of a B5-4 General Service District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

West Sheridan Road; a line 200 feet east of and parallel to North Broadway; the alley next south of West Sheridan Road; the alley next west of North Pine Grove Avenue and the east line of said alley if extended; the alley next north of and parallel to West Grace Street; the alley next east of and parallel to North Broadway; a line 250 feet south of West Sheridan Road as measured along the east line of North Broadway; North Broadway; a line 175 feet south of West Sheridan Road as measured along the east line of North Broadway; and the alley

next east of and parallel to North Broadway and the west line of said alley if extended north,

also to classify as a B3-2 General Retail District instead of a B3-4 General Retail District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

a line 250 feet south of West Sheridan Road; the alley next east of and parallel to North Broadway; West Grace Street; and North Broadway,

also to classify as an R5 General Residence District instead of an R7 General Residence District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

West Grace Street; a line 225.7 feet east of and parallel to North Broadway; a line 244.3 feet south of West Grace Street as measured along the east line of North Broadway and perpendicular thereto; and North Broadway,

also to classify as a C1-2 Restricted Commercial District instead of a C1-4 Restricted Commercial District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

North Broadway; a line 244.3 feet south of West Grace Street as measured along the east line of North Broadway and perpendicular thereto; a line 225.7 feet east of and parallel to North Broadway; a line 200 feet north of and parallel to West Waveland Avenue; North Broadway; a line 150 feet north of and parallel to West Waveland Avenue; a line 90 feet east of and parallel to North Broadway; West Waveland Avenue; North Broadway; a line 154.5 feet north of West Addison Street as measured along the west line of North Broadway and perpendicular thereto; the alley next west of and parallel to North Broadway; West Waveland Avenue; and North Halsted Street,

also to classify as an R5 General Residence District instead of an R7 General Residence District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

a line 200 feet north of and parallel to West Waveland Avenue; a line 149.25 feet east of and parallel to North Broadway; a line 150 feet north of and parallel to West Waveland Avenue; and North Broadway,

also to classify as a B4-2 Restricted Service District instead of a B4-4 Restricted Service District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

a line 60 feet south of and parallel to West Waveland Avenue; a line 124.75 feet east of and parallel to North Broadway; a line 160.4 feet south of and parallel to West Waveland Avenue; a line 100 feet east of and parallel to North Broadway; West Patterson Avenue; and North Broadway,

also to classify as a B4-2 Restricted Service District instead of a B4-4 Restricted Service District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

a line 120.18 feet south of and parallel to West Patterson Avenue; a line 50 feet east of and parallel to North Broadway; West Addison Street; a line 125 feet east of and parallel to North Broadway; a line 122.3 feet south of and parallel to West Addison Street; a line 277 feet east of and parallel to North Broadway; a line 372.3 feet south of and parallel to West Addison Street; and North Broadway,

also to classify as a B4-2 Restricted Service District instead of a B4-4 Restricted Service District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

West Cornelia Avenue; a line 55 feet east of and parallel to North Broadway; West Stratford Place; a line 75 feet east of and parallel to North Broadway; a line beginning at a point 125 feet south of West Stratford Place and 70 feet east of North Broadway, extending 115.30 feet south to a point 51 feet east of North Broadway as measured along the north line of West Hawthorne Place; West Hawthorne Place; a line beginning at a point 146 feet east of North Broadway as measured along the south line of West Hawthorne Place extending southeasterly to a point 113 feet south of West Hawthorne Place and 131.10 feet east of North Broadway; a line beginning at last said point extending east 15.70 feet to a point 166.5 feet north of West Roscoe Street; a line 75 feet east of North Broadway as measured along the north line of West Roscoe Street and perpendicular thereto; West Roscoe Street; a line 53 feet east of and parallel to North Broadway as measured along the south line of West Roscoe Street; a line 50 feet east of North Broadway as measured along the north line of West Aldine Avenue and perpendicular thereto; West Aldine Avenue; a line 100 feet east of and parallel to North Broadway; a line 117 feet south of and parallel to West Aldine Avenue; North Broadway; West Aldine Avenue; a line 100 feet west of and parallel to North Broadway; West Buckingham Place; a line beginning at a point 149.1 feet west of North Broadway as measured along the north line of West Buckingham Place and extending 185.83 feet northwesterly to a point of intersection with a line 125.2 feet west of North Broadway as measured along the south line of West Roscoe Street and perpendicular thereto last said line; West Roscoe Street; North

Broadway; a line 171 feet north of and parallel to West Roscoe Street as measured along the west line of North Broadway; a line running northwesterly from a point 163.2 feet north of West Roscoe Street and 235.91 feet west of North Broadway to a point 303.6 feet north of West Roscoe Street and 206 feet west of North Broadway; a line 295.58 feet south of and parallel to West Cornelia Avenue; a line running north from a point 295.58 feet south of West Cornelia Avenue and 339 feet west of North Broadway; a line 203.46 feet south of and parallel to West Cornelia Avenue; a line running north from a point 194.68 feet south of West Cornelia Avenue and 337.8 feet west of North Broadway to its intersection with a line 139.6 feet south of and parallel to West Cornelia Avenue; last said line; and a line running north from a point 139.6 feet south of West Cornelia Avenue and 115.5 feet west of North Broadway to its intersection with West Cornelia Avenue,

also to classify as a B4-2 Restricted Service District instead of a B4-4 Restricted Service District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

West Melrose Street; a line 92 feet east of and parallel to North Broadway; a line 100 feet south of and parallel to West Melrose Street; the alley next east of and parallel to North Broadway and said alley extended; West Belmont Avenue; a line 125 feet east of and parallel to North Broadway; the alley next south of and parallel to West Belmont Avenue; a line 130 feet east of and parallel to North Broadway; the alley next north of and parallel to West Briar Place; a line 150 feet east of and parallel to North Broadway; West Briar Place; a line 117.5 feet east of and parallel to North Broadway; a line 100 feet south of and parallel to West Briar Place; North Broadway; a line 213 feet south of and parallel to West Briar Place; a line 117 feet east of and parallel to North Broadway; West Barry Avenue; a line 100.04 feet east of and parallel to North Broadway; the alley next south of and parallel to West Barry Avenue; a line 50 feet east of and parallel to North Broadway; West Wellington Avenue; a line 60 feet east of and parallel to North Broadway; the alley next south of and parallel to West Wellington Avenue; a line 47 feet east of and parallel to North Broadway; West Oakdale Avenue; North Broadway; West Surf Street; a line 96 feet west of and parallel to North Broadway; the alley next north of and parallel to West Surf Street; a line 125 feet west of and parallel to North Broadway; West Oakdale Avenue; a line 100 feet west of and parallel to North Broadway; the alley next north of and parallel to West Oakdale Avenue; a line 90 feet west of and parallel to North Broadway; a line 96.5 feet south of and parallel to West Wellington Avenue; North Broadway; West Wellington Avenue; the alley next west of and parallel to North Broadway; a line 128 feet north of and parallel to West Wellington Avenue; North Waterloo Court; a line 224 feet north of and parallel to West Wellington Avenue; the alley next east of and parallel

to North Waterloo Court; a line 176.5 feet south of and parallel to West Barry Avenue; a line 220 feet west of and parallel to North Broadway; a line 126.54 feet south of and parallel to West Barry Avenue; a line 150 feet west of and parallel to North Broadway; West Barry Avenue; a line 200 feet west of and parallel to North Broadway; a line 57.25 feet north of and parallel to West Barry Avenue; a line 100 feet west of and parallel to North Broadway; the alley next south of and parallel to West Briar Place; the alley next west of and parallel to North Broadway; a line 39 feet south of and parallel to West Briar Place; North Broadway; West Briar Place; the alley next west of and parallel to North Broadway; West Belmont Avenue; a line 171 feet west of and parallel to North Broadway; a line 83 feet north of and parallel to West Belmont Avenue; North Broadway; the alley next north of and parallel to West Belmont Avenue; and a line 150 feet west of and parallel to North Broadway,

also to classify as a B5-2 General Service District instead of a B5-4 General Service District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

West Surf Street; North Broadway; a line beginning at the point of intersection of the south line of West Surf Street and the east line of North Broadway and extending south to the point of intersection with a line 125 feet north of and parallel to West Diversey Parkway; last said line; North Broadway; the alley next north of West Diversey Parkway; the alley next west of North Broadway; the alley next south of and parallel to West Surf Street; and a line 115 feet west of and parallel to North Broadway,

also to classify as a B3-2 General Retail District instead of a B3-4 General Retail District the area shown on Map Numbers 9-G, 9-F and 7-F bounded by:

the alley next north of West Diversey Parkway; North Broadway; West Diversey Parkway; North Clark Street; and a line beginning at a point 211 feet north of the intersection of the east line of North Clark Street and the west line of North Broadway as measured along the east line of North Clark Street and extending northeasterly to its point of intersection with the centerline of the alley next east of North Clark Street.

BY ALDERMAN SCHULTER (47th Ward):

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map Number 11-H bounded by:

West Wilson Avenue; North Hermitage Avenue; a line 192 feet south of West Wilson Avenue; the alley next east of and parallel to North Hermitage Avenue; a line 43 feet south of West Montrose Avenue; North Hermitage Avenue; West Montrose Avenue; and the alley next west of and parallel to North Hermitage Avenue.

BY ALDERMAN STONE (50th Ward):

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map Number 15-I bounded by:

the alley next north of and parallel to West Peterson Avenue; a line 107.33 feet west of North Rockwell Street; West Peterson Avenue; and a line 157.3 feet west of North Rockwell Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred eighty-one proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman	Claimant
HAITHCOCK (2nd Ward)	Filmworks Condominium Association;
	Franklin Building Condominium Association;
	Paper Place Loftominium;
	Printer's Row Condominium Association (2);

Alderman

Claimant

801 South Plymouth Court
Condominium Association;

899 South Plymouth Court
Condominium Association;

1115 South Plymouth Court
Condominium Association;

1143 South Plymouth Court
Condominium Association;

1169 South Plymouth Court
Condominium Association;

PRECKWINKLE (4th Ward)

Newport Condominium;

4361 -- 4363 South Greenwood
Condominium Association (2);

5223 -- 5225 South Dorchester
Condominium Association;

HOLT (5th Ward)

1700 East 56th Street
Condominium Association;

5514 -- 5526 South Cornell
Condominium;

56th Kimbark Condominium;

STEELE (6th Ward)

Chatham Park Village Cooperative;

Lafayette Plaza Housing
Cooperative (2);

DIXON (8th Ward)

801 -- 803 East 87th Place
Condominium Association;

7901 -- 7911 South Ellis
Condominium Association;

Alderman	Claimant
<i>OLIVO</i> (13th Ward)	Kenton Building Corporation;
<i>BURKE</i> (14th Ward)	Mr. Gary F. Pruim;
<i>JONES</i> (15th Ward)	Mr. Joe L. Jones, Sr.;
<i>RUGAI</i> (19th Ward)	Mr. and Mrs. Terrence Braun; Mr. Brian M. Leonard;
<i>ZALEWSKI</i> (23rd Ward)	Mr. Thomas Ochocinski;
<i>BURNETT</i> (27th Ward)	Peoria Street Lofts; 1400 LaSalle Building;
<i>WOJCIK</i> (30th Ward)	Brenton Court Biplax Owners Association; Ms. Katherine M. Sattler; Mr. Augustyn Zielina;
<i>GABINSKI</i> (32nd Ward)	Marshfield Lofts Condominium Association (2); Terra Cotta Commons Condominium Association;
<i>BANKS</i> (36th Ward)	Belmont Terrace Condominium Association; Nottingham Manor Condominium; 2147 North Harlem Building Association;

Alderman	Claimant
	2155 North Harlem Avenue Building Association;
<i>ALLEN</i> (38th Ward)	Addison Manor Condominium Association; Mr. Frank Cirrincione; Leland Manor Condominium Association; Merrimas Square Condominium Association III; Ridgemoor Estates Condominium Association II; Ridgemoor West Condominium Association (2); Roscoe Woods Condominium;
<i>O'CONNOR</i> (40th Ward)	6425 -- 6427 North Newgard Avenue Condominium Association (2);
<i>DOHERTY</i> (41st Ward)	Birchtree Manor Condominium Association Number 2; Birchtree Manor Number 5 Condominium Association; Birchtree Manor Number 6 Condominium Association; Caldwell Woods Condominium; Chevalier Condominium Association; Edgewood Manor Condominium Number 1;

Alderman

Claimant

Edison Park Place Condominium
Association;

Edison Park Number 2
Condominium Association;

Foster Condominium Association;

Fountain View Condominium
Association;

Lexington House Condominium;

Ms. Tracy Angela Moskal;

Niagara North Condominium
Association;

Northwest Point Condominium
Association North;

Northwest Terrace Association
Building Number 1;

Point East Condominium;

Shenandoah Condominium
Association;

Villas of Edison Park Condominium
Association;

Williamsburg Condominium
Association;

5139 -- 5143 North East River Road
Condominium Association;

5147 -- 5151 North East River Road
Condominium Association;

5155 -- 5159 North East River Road
Condominium Association;

Alderman

Claimant

NATARUS (42nd Ward)5950 North Odell Condominium
Association;6490 Regency Condominium
Association;6853 -- 6855 North Olmsted
Condominium Association;Campus Green Town Homes
Corporation;Carl Sandburg Village
Condominium Association
Number 1;Carl Sandburg Village
Condominium Association
Number 7;

Cedar Street Corporation;

Constellation Condominium
Association;

Drake Tower Apartments, Inc.;

Forty East Delaware Condominium
Association;

Haberdasher Square Lofts;

Lake Point Tower Condominium
Association;LaSalle Terrace Condominium
Association;

Michigan Building Corporation;

The Scott Condominium Association;

The 100 Bellevue Place
Condominium Association;

Alderman

Claimant

Trevi Square Condominium
Association;

2 East Oak Condominium
Association;

6 -- 12 Cooperative Apartments, Inc.;

30 East Division Condominiums;

30 East Elm Condominium
Association;

110 East Delaware Condominium
Association (2);

132 East Delaware Place
Condominium Association;

175 East Delaware Place
Homeowner's Association;

180 East Pearson Street
Homeowner's Association;

200 East Delaware Condominium
Association;

210 East Pearson Condominium
Association;

227 East Walton Condominium
Association (2);

253 East Delaware Condominium
Association (2);

400 East Ohio Condominium
Association;

535 North Michigan Avenue
Condominium Association;

540 Lake Shore Condominiums;

Alderman

Claimant

850 Dewitt Condominium
Association;

1110 Condominium Association;

1120 North Lake Shore Drive
Building Corporation;

1150 Condominium Association;

1200 North Lake Shore
Condominium Association;

1242 Lake Shore Drive Building
Corporation;

1255 North State Parkway
Condominium Association (3);

1366 North Dearborn Parkway
Condominium Association;

1415 Dearborn Condominium
Association;

BERNARDINI (43rd Ward)

Dayton Homeowners Association;

Hemingway House Condominium
Association;

Lincoln Park Tower Condominium
Association;

Orchard Condominium Association;

515 Wrightwood Condominium
Association;

1335 Astor Cooperative Building,
Inc.;

1418 North Lake Shore
Condominium Association;

Alderman

Claimant

1448 Lake Shore Drive Building
Corporation;

1500 North Lake Shore Drive
Building Corporation;

1660 North LaSalle Condominium
Association;

2020 Lincoln Park West
Condominium Association;

2333 North Geneva Terrace
Condominium Association;

2500 Lakeview Association;

2650 Lakeview Condominium
Association;

HANSEN (44th Ward)

Bel-Harbour Condominium
Association;

Commonwealth Plaza Condominium
Association;

Eddystone Condominium Homes,
Inc.;

Gaslight Village Condominium
Association (2);

Harbor House Condominium
Association;

Sheridan Briar South Condominium
Association (2);

Southport Condominium
Association;

The Darien Condominium
Association;

Alderman

Claimant

420 West Aldine Condominium
Association;

426 West Barry Condominium
Association;

555 Cornelia Condominium
Association;

2800 North Lake Shore Drive
Condominium Association;

3440 North Lake Shore
Condominium Association;

LEVAR (45th Ward)

Ms. Linda J. Carlson-Thau;

Carousel Court Condominium
Association;

Windsor House Condominium
Association;

5441 -- 5445 Gale Street
Condominium Association;

SHILLER (46th Ward)

Malden Court Condominium
Association (2);

The Pattington Condominium
Association (2);

534 -- 552 West Brompton
Condominium Association;

843 -- 845 Grace Condominium
Association;

3500 Lake Shore Drive
Cooperative;

3600 Lake Shore Drive
Condominium Association;

Alderman

Claimant

	3741 North Pine Grove Condominium Association;
	4300 North Marine Drive Condominium Association;
<i>SCHULTER</i> (47th Ward)	Cornerstone Condominium Association;
<i>M. SMITH</i> (48th Ward)	Andersonville Condominium Association (2);
	Malibu Condominium;
	Surfside Condominium Association;
	4880 North Marine Drive Condominium Association (2);
	5100 North Sheridan Road Condominium Association;
<i>MOORE</i> (49th Ward)	Jarvis Court Condominium Association;
	Jarvis on the Lake Condominium Association;
	Shoreline Towers Condominium;
	1116 -- 1118 Loyola Condominium Association;
	1629 -- 1631 West Fargo Condominium Association;
	2107 West Jarvis Condominium Association (2);

Alderman

Claimant

STONE (50th Ward)

Bel-Oaks East Condominium
Associates, Inc.;

Emmerson Park Condominium;

Ivy Courte Condominium
Association;

Rabbi Zvi Teller.

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 -- AMENDMENT OF TITLE 8, CHAPTER 4 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 057
TO PROHIBIT USE OR POSSESSION OF HYPODERMIC
SYRINGES IN PROXIMITY TO
SCHOOL PROPERTY.

A proposed ordinance to amend Title 8, Chapter 4 of the Municipal Code of Chicago by the addition of a new Section 057 which prohibits the use or possession of hypodermic syringes or needles within 1,000 feet of school property, with the exception of persons authorized to use said syringes for medical purposes, which was *Referred to the Committee on Health*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Maya Sahafi for The Landmark on Evergreen -- 2007 West Evergreen Avenue; and

State Bank of Countryside, under Trust Number 97-1798 -- 1428 West Cortez Street.

Referred -- GRANT OF PRIVILEGE TO R. P. FOX ASSOCIATES
TO CONSTRUCT, MAINTAIN AND USE BAY WINDOWS
OVER PUBLIC ALLEY ADJACENT TO 1142
WEST GRAND AVENUE.

Also, a proposed ordinance to grant permission and authority to R. P. Fox Associates to construct, maintain and use two bay windows from the second floor overhanging the public alley adjacent to the premises at 1142 West Grand Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT 1200 NORTH
ASHLAND AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Acme-Wiley Corporation to install a sign/signboard at 1200 North Ashland Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- EXEMPTION OF VARIOUS PROPERTIES FROM
ALL 1997 -- 1998 CITY FEES UNDER HISTORIC
LANDMARK STATUS.

Two proposed ordinances providing inclusive exemption from all 1997 -- 1998 city fees for the properties listed below under their historic landmark status, which were *Referred to the Committee on Historical Landmark Preservation*, as follows:

3345 South Giles Avenue; and

3428 South Giles Avenue.

Referred -- EXEMPTION OF SEYMOUR GOLDBERG & ASSOCIATES
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 1349 SOUTH
STATE STREET.

Also, a proposed ordinance to exempt Seymour Goldberg & Associates from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1349 South State 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 -- APPROVAL FOR CONSTRUCTION OF BUS PASSENGER
SHELTERS ON PORTIONS OF SOUTH MICHIGAN
AVENUE AND EAST 35TH STREET.

Also, a proposed ordinance approving the construction of bus passenger

shelters by the Chicago Transit Authority for southbound passengers on South Michigan Avenue at its intersection with East Roosevelt Road and for eastbound passengers at 449 East 35th Street at its intersection with South Rhodes Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO COUNTY OF COOK TO
CONSTRUCT, MAINTAIN AND USE TIE BACK
SYSTEM IN PUBLIC WAY ADJACENT TO
720 SOUTH WOOD STREET.

Also, a proposed ordinance to grant permission and authority to the County of Cook to construct, maintain and use a tie back system consisting of fourteen tie backs along West Polk Street and fifty-seven tie backs along South Wood Street all being in the public way adjacent to 720 South Wood Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR STANDARDIZATION OF
PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed ordinances authorizing the Commissioner of the Department of Transportation to take the necessary action for the standardization of portions of the public ways specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

South Calumet Avenue (both sides) from East 26th Street to East 29th Street -- to be known as "Mildred E. Williams Avenue"; and

South Prairie Avenue (both sides) from East 32nd Street to East 33rd Street -- to be known as "Artensa Randolph Avenue".

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMITS TO INSTALL SIGNS/SIGNBOARDS
AT VARIOUS LOCATIONS.

Also, four proposed orders directing the Commissioner of Buildings to issue permits to Doyle Signs, Inc. to install signs/signboards at 1340 South Canal Street, which were *Referred to the Committee on Buildings*, as follows:

- One sign/signboard facing north -- 192 total square foot area;
- One sign/signboard facing north -- 336 total square foot area;
- One sign/signboard facing west -- 192 total square foot area; and
- One sign/signboard facing west -- 336 total square foot area.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPY AT
1239 SOUTH STATE STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mr. Robert Sanfratello to construct, maintain and use one canopy to be attached or attached to the building or structure at 1239 South State Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF PROPERTY AT 1300 SOUTH WABASH
AVENUE AS CLASS 6(b) AND ELIGIBLE FOR
COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 1300 South Wabash Avenue as eligible for Class 6(b) tax incentive under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development*.

Presented By

ALDERMAN TILLMAN (3rd Ward):

Referred -- APPROVAL FOR CONSTRUCTION OF BUS PASSENGER
SHELTERS ON PORTIONS OF SOUTH INDIANA
AVENUE AND SOUTH MICHIGAN
AVENUE.

A proposed ordinance approving the construction of bus passenger shelters by the Chicago Transit Authority for northbound passengers on South Indiana Avenue, at its intersection with East 49th and for southbound passengers on South Michigan Avenue, at its intersection with East 45th, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION
OF EAST BOWEN AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Transportation is hereby directed to prepare an ordinance for the proposed vacation of the south 16.83 feet, more or less, of East Bowen Avenue lying between the west line of South Cottage Grove Avenue and the east line of the north/south 15 foot public alley west thereof in the block bounded by East Bowen Avenue, East 42nd Street, South Langley Avenue and South Cottage Grove Avenue for the Department of Planning and Development (File Number 3-4-97-2172); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Preckwinkle 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 Preckwinkle, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO 5100 CORNELL PARTNERS
TO MAINTAIN AND USE SUBSURFACE SPACE UNDER
PUBLIC WAY ADJACENT TO 5100 SOUTH
CORNELL AVENUE.

Also, a proposed ordinance to grant permission and authority to 5100 Cornell Partners, sole beneficiary of American National Bank and Trust Company of Chicago, as Trustee under Trust Number 66746, to maintain and use an already constructed subsurface space under the public way at 5100 South Cornell Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR REIMBURSEMENT OF ITINERANT
MERCHANT LICENSE FEES FOR PARTICIPANTS IN
CONTINENTAL AFRICA CHAMBER OF
COMMERCE AFRICA FEST.

Also, a proposed order authorizing the Director of Revenue to reimburse the Itinerant Merchant License fees for the participants in the Continental Africa Chamber of Commerce Africa Fest, which was held in the Harris Bank parking lot at 901 East 47th Street, during the period of August 9 and 10, 1997, from 11:00 A.M. to 6:00 P.M., each day, 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 1508 -- 1510 EAST 53RD STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Pelletier Enterprises, doing business as Mellow Yellow, to construct, maintain and use one canopy to be attached or attached to the building or structure at 1508 -- 1510 East 53rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HOLT (5th Ward):

Referred -- AUTHORIZATION FOR INSTALLATION
OF BIKERACKS AT 1605 AND
1611 EAST 53RD STREET.

A proposed order authorizing the Commissioner of Transportation to cause the installation of two bikeracks at 1605 East 53rd Street and 1611 East 53rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5500 SOUTH CORNELL AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Morry's Deli to construct, maintain and use one canopy to be attached or attached to the building or structure at 5500 South Cornell Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STEELE (6th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
9417 SOUTH STATE STREET.

A proposed order directing the Commissioner of Buildings to issue a permit to Jas. D. Ahern Co. to install a sign/signboard at 9417 South State Street, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR WAIVER OF STREET
CLOSING PERMIT FEES FOR CHICAGO STATE
UNIVERSITY 5K RUN/WALK.

Also, a proposed order authorizing the Commissioner of Transportation to waive the Street Closing Permit fees for the Chicago State University 5K Run/Walk to be held on South Dr. Martin Luther King, Jr. Drive, from East 95th to East 99th Street and/or East 99th Street, from South Dr. Martin Luther King, Jr. Drive to South Cottage Grove Avenue, on September 27, 1997, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- APPROVAL FOR CONSTRUCTION OF BUS
PASSENGER SHELTER AT INTERSECTION OF
SOUTH SOUTH SHORE DRIVE
AND EAST 78TH.

A proposed ordinance approving the construction of a bus passenger shelter

by the Chicago Transit Authority for northbound passengers on South South Shore Drive at its intersection with East 78th, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN DIXON (8th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 1758 EAST 79TH STREET.

A proposed order authorizing the Director of Revenue to issue a permit to Mr. Willie Williams to construct, maintain and use one canopy to be attached or attached to the building or structure at 1758 East 79th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SHAW (9th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF
EAST 127TH STREET AND SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Transportation is hereby directed to prepare an ordinance for the proposed vacation of all that part of East 127th Street (formerly Blue Island Road) which lies north of the north line of West 127th Street produced east from west of South State Street, lying east of the east line of South State Street, produced south, lying west of the west line of the first 16 foot public alley, west of South Michigan Avenue, produced south and also vacating that part of the first north/south 16 foot public alley, east of South State Street lying south of a line 94.17 feet north of the northerly line of East 127th Street (formerly Blue Island Road) as measured along the

west line of said 16 foot public alley, said line also being parallel with the south line of East 126th Street for the Progressive M.B. Church (File Number 28-9-97-2185); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Shaw 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 Shaw, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Presented By

**ALDERMAN SHAW (9th Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLE 9, CHAPTER 124, SECTION
030 OF MUNICIPAL CODE OF CHICAGO BY ADDITION
OF NEW SUBSECTION (k) TO REQUIRE ALL
PASSENGER TRAINS OPERATING WITHIN
CITY LIMITS TO BE HANDICAPPED
ACCESSIBLE.

A proposed ordinance, presented by Aldermen Shaw, Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Olivo, Coleman, Peterson, Troutman, Munoz, Zalewski, Chandler, Solis, E. Smith, Burrell, Suarez, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore and Stone, to amend

Title 9, Chapter 124, Section 030 of the Municipal Code of Chicago by adding a new subsection (k) which would require all passenger trains operating within the city limits to be equipped with a minimum of two clear areas reserved for individuals in wheelchairs and to provide adequate facilities for the ingress and egress of said passengers, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BUCHANAN (10th Ward):

BUILDING AT 2638 EAST 126TH STREET DECLARED
PUBLIC NUISANCE AND ORDERED
DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at the edge of the Calumet River (approximately 2638 East 126th Street) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building at the edge of the Calumet River (approximately 2638 East 126th Street) is declared a public nuisance and the Commissioner of Buildings is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be in effect upon its passage and publication.

Alderman Buchanan 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 Buchanan, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Referred -- CONSIDERATION FOR INSTALLATION OF
ALLEYLIGHTS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Transportation to give consideration to the installation of alleylights behind the premises at the locations specified, which were *Referred to the Committee on Finance*, as follows:

Area bounded by South Greenbay Avenue, South Mackinaw Avenue, East 109th Street and East 110th Street;

Area bounded by South Torrence Avenue, South Hoxie Avenue, East 96th Street and East 97th Street; and

Entrance to alley at East 116th Street and South Torrence Avenue.

Referred -- APPROVAL OF PROPERTY AT 1140 EAST 103RD STREET
AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY
TAX INCENTIVES.

Also, a proposed resolution to approve the property at 1140 East 103rd Street as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development*.

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- EXEMPTION OF MR. PATRICK BUCARO FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt Mr. Patrick Bucaro from the physical barrier requirement pertaining to alley accessibility for the parking facilities at the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

539 West 40th Place; and

445 West 41st Street.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Evans Food Products Company -- to maintain and use an existing manhole on the west side of South Halsted Street in public way adjacent to 4118 South Halsted Street; and

Joslyn Manufacturing Company -- to maintain and use five conduits in public way under and across South Morgan Street and adjacent to 969 West 37th Place.

Presented By

ALDERMAN FRIAS (12th Ward):

Referred -- AMENDMENT OF TITLE 10, CHAPTER 8, SECTION 340
OF MUNICIPAL CODE OF CHICAGO TO REQUIRE
ALDERMANIC APPROVAL PRIOR TO
DISPLAY OF DECORATIVE
BANNERS ON PUBLIC
WAY.

A proposed ordinance to amend Title 10, Chapter 8, Section 340 of the Municipal Code of Chicago which would require the written approval of the alderman of the ward prior to the issuance or renewal of a permit for display of decorative banners on the public way, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- COMMISSIONER OF DEPARTMENT OF TRANSPORTATION
DIRECTED TO PROVIDE FOR IMPROVED VISIBILITY
AND IDENTIFICATION OF FIRE HYDRANTS.

Also, a proposed ordinance directing the Commissioner of the Department of Transportation to provide for the painting of multiple lines in a highly visible color on the street surrounding fire hydrants to improve their visibility and identification, which were *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF
ALLEYLIGHTS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Transportation to give consideration to the installation of alleylights behind the premises at the locations specified, which were *Referred to the Committee on Finance*, as follows:

3526 South Francisco Avenue;

3538 West 38th Place; and

3521 West 38th Street.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIAL
EVENT LIQUOR LICENSE FEES FOR
PARTICIPANTS IN MEXICAN
INDEPENDENCE DAY
FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Special Event Liquor License fees for participants in the Mexican Independence Day Festival to be held in Davis Square Park at 4413 South Hermitage Avenue for the period extending August 29, 1997 through and including September 1, 1997, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC
PORTION OF SOUTH TALMAN AVENUE
FOR SCHOOL PURPOSES.

Also, a proposed ordinance directing the Commissioner of Transportation to grant permission to Shields Elementary School to close to traffic that part of South Talman Avenue, from 4200 to 4300, on all school days for the 1997 -- 1998 school year, during the periods of 8:30 A.M. to 9:00 A.M. and from 2:15 P.M. to 2:45 P.M., for school purposes, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 4221 SOUTH SACRAMENTO AVENUE.

Also, a proposed order directing the Commissioner of Transportation to

grant permission to Mr. James Patrick Mooney to park his pickup truck and/or van at 4221 South Sacramento Avenue in accordance with the provisions of Title 9, Chapter 64, Section 170 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- EXEMPTION OF APPLEWAY CONDOMINIUM
ASSOCIATION FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING
FACILITIES FOR 3940 WEST
63RD STREET.

A proposed ordinance to exempt Appleway Condominium Association from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3940 West 63rd Street, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT SPECIFIED
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:

Jas. D. Ahern Company -- for one sign/signboard at 7821 South Cicero Avenue; and

Liberty Sign Company -- for one sign/signboard at 7601 South Cicero Avenue.

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.

Also, six proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Luis Garcia -- 3513 West 60th Street;

Mr. Luis Gutierrez -- 3635 West 70th Street;

Mr. Bonefacio Hernandez -- 3501 West 60th Street;

Mr. John M. McGivney -- 6455 South Keeler Avenue;

Mr. Michael J. Villa -- 3259 West 61st Place; and

Mr. Roger Zainelli -- 6048 South Massasoit Avenue.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
LICENSE FEES FOR PARTICIPANTS IN
VARIOUS EVENTS.

Two proposed orders authorizing the Director of Revenue to waive specified license fees for the participants in the events noted, to take place along the public ways and during the periods indicated, which were *Referred to the Committee on Finance*, as follows:

C.A.R.E. Community Affiliation for Repairs for the Elderly Carnival -- to be held on South Western Boulevard, from 5400 to 5500 for the period extending September 8 through September 15, 1997 (Itinerant Merchant License fees); and

Saint Joseph Seminary Annual Raffle -- located at 6551 North Sheridan Road for the period extending November 16, 1997 through November 15, 1998 (Special Event Raffle License fee).

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF SOUTH WESTERN BOULEVARD FOR CONDUCT OF
C.A.R.E. COMMUNITY AFFILIATION FOR REPAIRS
FOR THE ELDERLY CARNIVAL.

Also, a proposed order directing the Commissioner of Transportation to grant permission to C.A.R.E. Community Affiliation for Repairs for the Elderly to close to traffic that part of South Western Boulevard, from 5400 to 5500, for the period extending September 8 through September 15, 1997, for the conduct of a carnival, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- EXONERATION OF MRS. O'LEARY AND HER COW
FROM ALL BLAME PERTAINING TO GREAT
CHICAGO FIRE OF 1871.

Also, a proposed resolution to exonerate Mrs. O'Leary and her cow from any and all blame pertaining to the start of the Great Chicago Fire of 1871 due to findings of contemporary research and historians, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN BURKE (14th Ward) And
ALDERMAN RUGAI (19th Ward):

Referred -- AMENDMENT OF TITLE 10, CHAPTER 8 OF MUNICIPAL
CODE OF CHICAGO BY ESTABLISHMENT OF FURTHER
REGULATIONS CONCERNING SOLICITATION OF
FUNDS BY CHARITABLE ORGANIZATIONS
ON PUBLIC WAY.

A proposed ordinance to amend Title 10, Chapter 8, Sections 160 and 170 of

the Municipal Code of Chicago by the inclusion of additional language which would require charitable organizations wishing to solicit funds on the public way to register with the Illinois Attorney General's Office as not-for-profit corporations, to execute indemnification and insurance agreements holding the City harmless from any claim, to supply persons acting on their behalf with vests containing reflective material, to restrict such fund-raising activities to intersections where vehicles are at a complete stop and to prohibit solicitations by persons under the age of sixteen, and further, to establish penalty provisions for violation of said requirements, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN JONES (15th Ward):

Referred -- EXEMPTION OF ADA S. MCKINLEY COMMUNITY
SERVICES FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR
PARKING FACILITIES FOR 7119
SOUTH HOYNE AVENUE.

A proposed ordinance to exempt Ada S. McKinley Community Services from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7119 South Hoyne Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL FOR CONSTRUCTION OF BUS PASSENGER
SHELTER AT INTERSECTION OF WEST 63RD STREET
AND SOUTH DAMEN AVENUE.

Also, a proposed ordinance approving the construction of a bus passenger shelter by the Chicago Transit Authority for eastbound passengers on West 63rd Street at its intersection with South Damen Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR CONSTRUCTION OF
CUL-DE-SACS ON PORTIONS OF SPECIFIED
PUBLIC WAYS.

Also, two proposed ordinances authorizing the Commissioner of Transportation to cause the construction of cul-de-sacs on portions of specified public ways, which were *Referred to the Committee on Transportation and Public Way*, as follows:

6100 block of South Marshfield Avenue; and

6400 block of South Paulina Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT 2258
WEST 62ND.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Olympic Signs, Inc. to install a sign/signboard at 2258 West 62nd, which was *Referred to the Committee on Buildings*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 6743 SOUTH ROCKWELL STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Deimantas Aleksander to park his/her pickup truck and/or van at 6743 South Rockwell Street in accordance with the provisions of Title 9, Chapter 64, Section 170 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- COMMONWEALTH EDISON URGED TO RESTORE
STREET SURFACES IMPAIRED OR DISTURBED BY
WORK PERFORMED THEREON.

Also, a proposed resolution urging Commonwealth Edison to repair any damage to street surfaces as a result of work performed thereon, pursuant to Section 10-20-030 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented by

ALDERMAN COLEMAN (16th Ward):

Referred -- EXEMPTION OF SPINCYCLE FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR
4833 -- 4845 SOUTH ASHLAND
AVENUE.

A proposed ordinance to exempt Spincycle from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4833 -- 4845 South Ashland Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL FOR CONSTRUCTION OF BUS
PASSENGER SHELTER AT INTERSECTION OF
WEST 63RD STREET AND
SOUTH RACINE AVENUE.

Also, a proposed ordinance approving the construction of a bus passenger shelter by the Chicago Transit Authority for eastbound passengers on West 63rd Street at its intersection with South Racine Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN PETERSON (17th Ward):

Referred -- APPROVAL OF PLAT OF DEDICATION OF PUBLIC
ALLEYS IN AREA BOUNDED BY WEST WINNECONNA
PARKWAY, WEST 79TH STREET, SOUTH FIELDING
AVENUE AND SOUTH NORMAL AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of dedication of public alleys in the area bounded by West Winneconna Parkway, West 79th Street, South Fielding Avenue and South Normal Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN PETERSON (17th Ward),
ALDERMAN GRANATO (1st Ward),
ALDERMAN FRIAS (12th Ward) And
ALDERMAN COLEMAN (16th Ward):**

Referred -- ILLINOIS DEPARTMENT OF HUMAN SERVICES AND
ILLINOIS GENERAL ASSEMBLY URGED TO REVISE
PROPOSED REGULATIONS ON SUBSIDIZED
CHILD CARE.

A proposed resolution urging the Illinois Department of Human Services and Illinois General Assembly to revise its rules on family co-payment for child care by reducing the contemplated parent co-payment by fifty percent, by maintaining eligibility for day care assistance at seventy-five percent of the state's median family income and by allowing parents who meet family income guidelines to participate in the subsidized child care program regardless of prior or present participation in the Temporary Assistance for Needy Families program, which was *Referred to the Committee on Human Relations*.

Presented By

**ALDERMAN PETERSON (17th Ward)
And OTHERS:**

Referred -- COMMITTEE ON POLICE AND FIRE URGED
TO HOLD HEARINGS INTO MISUSE OF TEMPORARY
VEHICLE REGISTRATION STICKERS.

A proposed resolution, presented by Aldermen Peterson, Granato, Steele, Dixon, Frias, Olivo, Coleman, Murphy and Rugai, urging the Committee on Police and Fire to hold hearings and elicit testimony from representatives of the office of the Illinois Secretary of State, the motor vehicle sales industry and the currency exchange industry concerning a variety of difficulties associated with the use of temporary vehicle registration stickers with the intention of developing legislative proposals aimed at preventing or limiting such difficulties, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO TO DISALLOW ISSUANCE
OF ADDITIONAL ALCOHOLIC PACKAGE GOODS LICENSES
ON PORTION OF WEST 87TH STREET.

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by disallowing the issuance of additional alcoholic package goods licenses on the north side of West 87th Street, from South Wood Street to South Damen Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN RUGAI (19th Ward)

Referred -- EXEMPTION OF DR. LORETTA SMITH/BEVERLY
DENTAL CENTER FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING
FACILITIES FOR 9035
SOUTH WESTERN
AVENUE.

A proposed ordinance to exempt Dr. Loretta Smith of the Beverly Dental Center from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 9035 South Western Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT
3047 WEST 111TH STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Canopy Headquarters to install a sign/signboard at 3047 West 111th Street, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3047 WEST 111TH STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Corrigan's Pub to construct, maintain and use one canopy to be attached or attached to the building or structure at 3047 West 111th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- EXEMPTION OF EDEN DEVELOPMENT CORPORATION
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt Eden Development Corporation from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

5532 -- 5534 South Indiana Avenue; and

5627 -- 5629 South Indiana Avenue.

Referred -- AUTHORIZATION FOR HONORARY DESIGNATION
OF 740 EAST 56TH PLACE AS "DR. MARGARET
BURROUGHS AVENUE".

Also, a proposed ordinance directing the Commissioner of Transportation to honorarily designate 740 East 56th Place as "Dr. Margaret Burroughs Avenue", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED PERMIT
AND LICENSE FEES FOR PARTICIPANTS IN
VARIOUS EVENTS.

Also, a proposed order and a proposed ordinance authorizing the Director of Revenue and/or Commissioner of Transportation to waive specified permit and license fees for participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Africa International House USA "Africa Festival of the Arts" -- to be held in Washington Park in front of the DuSable Museum at 740 East 56th Street for the period extending August 29, 1997 through September 1, 1997, from 11:00 A.M. to 10:00 P.M. (Director of Revenue -- Food and Vendor License fees); and

20th Ward Health Fair -- to be held in Washington Park, at 5531 South Dr. Martin Luther King, Jr. Drive on September 6, 1997 (Director of Revenue and Commissioner of Transportation -- Special Event License, Food Vendor License and Street Closure Permit fees).

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- EXEMPTION OF MR. JOSE GUDINIO FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 4335 WEST 31ST STREET.

A proposed ordinance to exempt Mr. Jose Gudinio from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4335 West 31st 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 -- GRANT OF PRIVILEGE TO ELI WHITNEY SCHOOL TO
CONSTRUCT, MAINTAIN AND USE METAL STAIRS ON
PUBLIC WAY ADJACENT TO 2815 SOUTH
KOMENSKY AVENUE.

Also, a proposed ordinance to grant permission and authority to Eli Whitney

School to construct, maintain and use two metal stairs for ingress and egress to mobile classrooms on the West 28th Street side of the building located at 2815 South Komensky Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, 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:

Ms. Delfina Martinez -- for one canopy at 3414 -- 3424 West 26th Street;
and

El Tornillo Corporation -- for one canopy at 3735 West 26th Street.

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Jonas Mejia -- 2800 South Kolin Avenue; and

Mr. Agustin Soria -- 3102 South Ridgeway Avenue.

Presented By

ALDERMAN MUNOZ (22nd Ward)
And OTHERS:

Referred -- CHICAGO TRANSIT AUTHORITY URGED TO
RECONSIDER PROPOSED SERVICE CUTS AND
CITY OF CHICAGO URGED TO
REEVALUATE FUNDING TO
CHICAGO TRANSIT
AUTHORITY.

A proposed resolution, presented by Aldermen Munoz, Haithcock, Preckwinkle, Holt, Beavers, Shaw, Buchanan, Frias, Jones, Coleman, Evans, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Suarez, Mell, Austin, Colom, Banks, Giles, Natarus, Bernardini, Hansen, Shiller, Schuler, Moore and Stone, urging the Chicago Transit Authority to reconsider proposed service cuts pending assessment of the economic and social impact said cuts pose on Chicago neighborhoods and requesting the Committee on the Budget and Government Operations to reevaluate funding appropriations to the Chicago Transit Authority, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN ZALEWSKI (23rd Ward)

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022
OF MUNICIPAL CODE OF CHICAGO TO REMOVE
RESTRICTION ON ISSUANCE OF ADDITIONAL
ALCOHOLIC LIQUOR LICENSES ON
PORTION OF WEST ARCHER
AVENUE.

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 23.16 which restricted the issuance of additional alcoholic liquor licenses on South Archer Avenue, from West 55th Street to South Narragansett Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- EXEMPTION OF MR. DONALD SHARKO FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING
FACILITY ADJACENT TO 6301
WEST 63RD STREET.

Also, a proposed ordinance to exempt Mr. Donald Sharko from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 6301 West 63rd Street, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.

Also, seven proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170 (a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Eduardo Cano -- 4925 South Komensky Avenue;

Mr. Andrzej Gil -- 5720 South Nagle Avenue;

Mr. Jozef Kula -- 5216 South Kilpatrick Avenue;

Alvydas Martisius -- 4122 West 55th Street;

Mr. Adam Trzebunia -- 5145 South New England Avenue;

Mr. Adam Zarycki -- 4952 South Knox Avenue; and

Ms. Janina Zubek -- 5233 South Keating Avenue.

Presented By

**ALDERMAN ZALEWSKI (23rd Ward) And
ALDERMAN OLIVO (13th Ward):**

Referred -- AMENDMENT OF TITLE 9, CHAPTER 124 OF
MUNICIPAL CODE OF CHICAGO BY CREATION
OF NEW SECTION 165 TO REQUIRE POSTING
OF SIGNS AT ALL RAILROAD CROSSINGS
WITHIN CITY LIMITS.

A proposed ordinance to amend Title 9, Chapter 124 of the Municipal Code of Chicago by creating a new Section 165 which would require the posting of signs visible by traffic from at least 150 feet on all railroad crossings within the city limits by all owners or operators of said railroads with such signs containing the name of the company, the address and telephone number of the company agent and the intersection identification code, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN CHANDLER (24th Ward):

Referred -- EXEMPTION OF HEALING WINGS OF GLORY FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 1818 -- 1820 SOUTH KEDZIE AVENUE.

A proposed ordinance to exempt Healing Wings of Glory from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1818 -- 1820 South Kedzie Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF PLAT OF HOMAN SQUARE PHASE FOUR
SECTIONS ONE AND TWO IN AREA BOUNDED BY WEST
POLK STREET, WEST TAYLOR STREET, SOUTH
LAWNDALE AVENUE AND SOUTH
CENTRAL PARK AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Homan Square Phase Four Sections One and Two in the area bounded by West Polk Street, West Taylor Street, South Lawndale Avenue and South Central Park Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR HONORARY DESIGNATION
OF PORTION OF WEST DOUGLAS BOULEVARD AS
"SAINT AGATHA'S STREET".

Also, a proposed ordinance directing the Commissioner of Transportation to honorarily designate that part of West Douglas Boulevard, from South Kedzie Avenue to South Albany Avenue, as "Saint Agatha's Street", 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:

Jas. D. Ahern Company -- for one sign/signboard at 3357 West Harrison Street; and

Olympic Signs, Inc. -- for one sign/signboard at 3330 West Roosevelt Road.

Referred -- CONSIDERATION FOR INSTALLATION OF
STREETLIGHT AT 621 SOUTH KOLMAR
AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of a streetlight at 621 South Kolmar Avenue, which was *Referred to the Committee on Finance*.

Referred -- APPROVAL OF PROPERTY AT 4620 WEST
ROOSEVELT ROAD AS CLASS 6(b) AND ELIGIBLE
FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 4620 West Roosevelt Road as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development*.

Presented By

ALDERMAN SOLIS (25th Ward):

Referred -- FEDERAL AND STATE GOVERNMENTS URGED TO
INCREASE OPERATING ASSISTANCE FOR CHICAGO
TRANSIT AUTHORITY.

A proposed resolution urging the federal and state governments to increase operating assistance for the Chicago Transit Authority in an effort to halt service cuts and improve ridership, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- GRANT OF PRIVILEGE TO ACME SPORTING GOODS
MANUFACTURING COMPANY TO OCCUPY AND
MAINTAIN PORTION OF PUBLIC WAY
ADJACENT TO 1664 NORTH
LEAVITT STREET.

A proposed ordinance to grant permission and authority to Acme Sporting Goods Manufacturing Company to occupy and maintain a ten foot wide portion of the public way adjacent to 1664 North Leavitt Street, commencing at the south line of West Wabansia Avenue and proceeding southerly for a distance of 60 feet, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- STANDARDIZATION OF PORTION OF NORTH
HOMAN AVENUE AS "CHICAGO PRESS WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of North Homan Avenue, from West Division Street to West Grand Avenue, as "Chicago Press Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS
LOCATIONS.

Also, four proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

Liberty Sign Company -- for one sign/signboard at 3554 West North Avenue;

Midwest Sign & Lighting, Inc. -- for one sign/signboard at 2727 North California Avenue;

Midwest Sign & Lighting, Inc. -- for one sign/signboard at 2409 -- 2413 North Western Avenue; and

Sure Light Company -- for one sign/signboard at 2665 North Elston Avenue.

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:

Acme Sporting Goods Manufacturing, Inc. -- for one canopy at 1666 North Leavitt Street; and

Bickerdike Redevelopment Corporation -- for one canopy at 2550 West North Avenue.

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- EXEMPTION OF 1531 WEST ADAMS STREET FROM
ALL 1997 -- 1998 CITY FEES UNDER HISTORIC
LANDMARK STATUS.

A proposed ordinance providing inclusive exemption from all 1997 -- 1998 city fees to 1531 West Adams Street under its historic landmark status, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022 OF
MUNICIPAL CODE OF CHICAGO TO REMOVE RESTRICTION
ON ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR
LICENSES ON PORTIONS OF WEST CHESTNUT
STREET AND NORTH SANGAMON STREET.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 27.60 which restricted the issuance of additional alcoholic liquor licenses on West Chestnut Street, from the line of North Carpenter Street (extended) to North Lessing Street; and on North Sangamon Street, from West Chicago Avenue to West Ogden Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022 OF
MUNICIPAL CODE OF CHICAGO TO REMOVE RESTRICTION
OF ISSUANCE OF ADDITIONAL ALCOHOLIC
LIQUOR LICENSES ON PORTION OF
WEST LAKE STREET.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 27.199 which restricted the issuance of additional alcoholic liquor licenses on West Lake Street, from North Halsted Street to North Morgan Street, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- GRANT OF PRIVILEGE TO LA SALLE NATIONAL BANK,
AS TRUSTEE UNDER TRUST NUMBER 10-003445-08, TO
MAINTAIN AND USE LOADING DOCKS IN
PUBLIC WAY ADJACENT TO 1052
WEST FULTON STREET.

Also, a proposed ordinance to grant permission and authority to LaSalle National Bank, as Trustee under Trust Number 10-003445-08, to maintain and use two loading docks in the public way adjacent to 1052 West Fulton Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL FOR CONSTRUCTION OF BUS PASSENGER
SHELTERS ON PORTIONS OF WEST MADISON STREET.

Also, a proposed ordinance approving the construction of bus passenger shelters by the Chicago Transit Authority for east and westbound passengers on West Madison Street, at its intersection with Paulina Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURNETT (27th Ward) And
ALDERMAN HANSEN (44th Ward):

Referred -- AMENDMENT OF TITLE 13, CHAPTER 72, SECTION 050
OF MUNICIPAL CODE OF CHICAGO TO REQUIRE POSTING
AND PROVISION OF CERTAIN NOTICES RELATIVE TO
SALE OF CONDOMINIUM UNITS.

A proposed ordinance to amend Title 13, Chapter 72, Section 050 of the Municipal Code of Chicago by the addition of a new subsection (C) which would require developers of condominiums containing six or more units to post any notice received pursuant to Section 11.9-3.1 of the Chicago Zoning Ordinance, concerning proposed zoning changes, in a prominent place in the lobby of the building and to provide a copy of said notice to purchasers or prospective purchasers of condominium units, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY
AT VARIOUS LOCATIONS TO THE HABITAT COMPANY FOR
CONSTRUCTION OF HOUSING PURSUANT TO HORNER
REVITALIZATION PROGRAM.

A proposed ordinance authorizing the sale of city-owned property at various

locations to The Habitat Company, as receiver for the Chicago Housing Authority, for the purpose of constructing low- and moderate-income housing in the area surrounding the Chicago Housing Authority's Henry Horner Housing Development pursuant to the Horner Revitalization Program, which was *Referred to the Committee on Housing and Real Estate*.

Referred -- GRANT OF PRIVILEGE TO AMOCO OIL COMPANY TO
MAINTAIN AND USE CANOPY-TYPE ROOF COVERING
OVER PUBLIC WAY ADJACENT TO
39 NORTH PULASKI ROAD.

Also, a proposed ordinance to grant permission and authority to Amoco Oil Company to maintain and use a canopy-type roof covering over gas station fuel pumps, encroaching over the public alley adjacent to 39 North Pulaski Road, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 1333 -- 1345 SOUTH ROCKWELL STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Iron Mountain Records Management, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 1333 -- 1345 South Rockwell Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BURRELL (29th Ward):

Referred -- GRANT OF PRIVILEGE TO CLOVERHILL PASTRY
VEND CORPORATION TO CONSTRUCT, MAINTAIN
AND USE CONE BOLLARDS IN PUBLIC
WAY ADJACENT TO 2035 NORTH
NARRAGANSETT AVENUE.

A proposed ordinance to grant permission and authority to Cloverhill Pastry Vend Corporation to construct, maintain and use fifty-five cone bollards in the public way adjacent to 2035 North Narragansett Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL FOR CONSTRUCTION OF BUS
PASSENGER SHELTER AT INTERSECTION
OF NORTH CENTRAL AVENUE AND
WEST BELDEN AVENUE.

Also, a proposed ordinance approving the construction of a bus passenger shelter by the Chicago Transit Authority for southbound passengers on North Central Avenue, at its intersection with West Belden Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF PROPERTY AT 1840 NORTH LARAMIE
AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK
COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 1840 North Laramie Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN WOJCIK (30th Ward):

Referred -- CHICAGO BOARD OF EDUCATION REQUESTED
TO APPEAR BEFORE COMMITTEE ON EDUCATION
TO EXPLORE SOLUTIONS TO OVERCROWDING
OF GRAMMAR SCHOOLS WITHIN
THIRTIETH WARD.

A proposed ordinance requesting representatives from the Chicago Board of Education to appear before the City Council Committee on Education to explore solutions to the overcrowding of grammar schools within Regions 1 and 2 of the 30th Ward, which was *Referred to the Committee on Education*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
LICENSE FEES FOR PARTICIPANTS IN
VARIOUS EVENTS.

Also, two proposed orders authorizing the Director of Revenue to waive the license fees listed for the participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on License and Consumer Protection*, as follows:

Evangel Assembly of God Community Fest -- on church property at 5100 West Diversey Avenue on September 30, 1997, during the hours of 10:00 A.M. to 10:00 P.M. (Itinerant Merchant and Food Vendor License fees); and

Saint Hyacinth Church event -- at 3636 West Wolfram Street, for the period extending August 14 through August 17, 1997 (Food Vendor License fees).

Referred -- CONSIDERATION FOR INSTALLATION
OF GUARDRAIL IN ALLEY ALONGSIDE
4345 NORTH LAWDALE AVENUE.

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to the installation of a guardrail in the alley alongside the building located at 4345 North Lawndale Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION TO ALLOW FENCING OFF OF
GRAVEL ALLEY LOCATED ALONGSIDE BUILDING
AT 3848 NORTH KEYSTONE AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to allow the fencing off of a gravel alley located alongside the building located at 3848 North Keystone Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- REMOVAL OF PAY TELEPHONES FROM
PUBLIC WAY AT SPECIFIED LOCATIONS.

Also, two proposed ordinances directing the Commissioner of Transportation to cause the removal of pay telephones from the public way at the locations specified pursuant to Title 10, Chapter 28, Section 265(f) of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

4752 West Belmont Avenue -- two pay telephones; and

3247 North Pulaski Road -- one pay telephone.

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- APPROVAL FOR CONSTRUCTION OF BUS
PASSENGER SHELTER AT INTERSECTION
OF WEST ARMITAGE AVENUE AND
NORTH KILDARE AVENUE.

A proposed ordinance approving the construction of a bus passenger shelter by the Chicago Transit Authority for eastbound passengers on West Armitage Avenue, at its intersection with North Kildare Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY AT
4718 -- 4724 WEST ARMITAGE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Saranecki Brothers Continental Catering to construct, maintain and use one canopy to be attached or attached to the building or structure at 4718 -- 4724 West Armitage Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANT OF PRIVILEGE TO GRIFFIN PLATING CO.,
INC. TO CONSTRUCT, MAINTAIN ANY USE CONTROL
MANHOLE/SAMPLING CHAMBER IN PUBLIC
WAY ADJACENT TO 2020 NORTH
HOLLY AVENUE.

A proposed ordinance to grant permission and authority to Griffin Plating Co., Inc. to construct, maintain and use a control manhole/sampling

chamber in the public way adjacent to 2020 North Holly Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO DINKEL'S BAKERY, INC.
FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Dinkel's Bakery, Inc. to maintain and use a portion of the public way adjacent to 3229 North Lincoln Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF ATUL KARKHANIS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
2252 WEST ROSCOE STREET.

Also, a proposed ordinance to exempt Atul Karkhanis from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2252 West Roscoe Street, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO HOLD SIDEWALK
SALE IN PARKING LOT ALONGSIDE
2727 NORTH LINCOLN AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Mike Ward to conduct a sidewalk sale in the parking lot alongside 2727 North Lincoln Avenue, for the period of September 27 and 28, 1997, during the hours of 9:00 A.M. to 6:00 P.M., each day, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
NORTH HERMITAGE AVENUE FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Saint Andrew School to close to traffic that part of North Hermitage Avenue, from West Addison Street to the alley north of the school on all school days during the period of 11:30 A.M. to 12:10 P.M., for school purposes, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, 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:

Little Bucharest -- for three canopies at 3001 North Ashland Avenue; and
Wrigley Market -- for one canopy at 2001 West Addison Street.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- GRANT OF PRIVILEGE TO THE PEOPLES GAS
LIGHT AND COKE COMPANY TO MAINTAIN AND
USE WATER METER VAULT AND AIR INLET
VENT IN PUBLIC WAY ALONG PORTION OF
WEST MONTROSE AVENUE.

A proposed ordinance to grant permission and authority to The Peoples Gas

Light and Coke Company to maintain and use a water meter vault and an air inlet vent in the public way along West Montrose Avenue, approximately 522 feet east of the east line of North Manor Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS
AND REMOVAL OF RAILROAD CROSSINGS ON PORTIONS
OF SPECIFIED PUBLIC WAYS.

Four proposed ordinances authorizing the Commissioner of Transportation to cause the construction of cul-de-sacs and the removal of railroad crossings on portions of specified public ways at their intersection with the Union Pacific right-of-way, which were *Referred to the Committee on Transportation and Public Way*, as follows:

South Lafayette Avenue -- between West 115th Street and West 116th Street;

South Perry Avenue -- between West 114th Street and West 115th Street;

South Princeton Avenue -- between West 113th Street and West 114th Street; and

West 113th Street -- between South Harvard Avenue and South Princeton Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT
11550 SOUTH HALSTED STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a

permit to Sure Light Sign Company to install a sign/signboard at 11550 South Halsted Street, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN COLOM (35th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC
PORTION OF WEST GEORGE STREET FOR
SCHOOL PURPOSES.

A proposed order directing the Commissioner of Transportation to grant permission to the Logandale Middle School to close to traffic that part of West George Street, from North Kedzie Avenue to North Sawyer Avenue on all school days, during the periods of 8:15 A.M. to 8:45 A.M. and 2:00 P.M. to 2:25 P.M., for school purposes, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 2536 NORTH SAWYER AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mr. George E. Tomasek to construct, maintain and use one canopy to be attached or attached to the building or structure at 2536 North Sawyer Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN GILES (37th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 1433 NORTH KOLIN AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Carl Frazier to park his pickup truck and/or van at 1433 North Kolin Avenue in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF
PORTION OF WEST DIVISION STREET AS
"H. MILLECENT LINDO STREET".

Also, a proposed order directing the Commissioner of Transportation to give consideration to honorarily designate West Division Street, from North Lamon Avenue to North Lavergne Avenue, as "H. Millicent Lindo Street", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- APPROVAL OF PLAT OF CHICAGO INDUSTRY
TECH PARK II AT SOUTHEAST CORNER OF WEST
MONTROSE AVENUE, WEST FOREST PRESERVE
AVENUE AND NORTH NORMANDY
AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Chicago Industry Tech Park II located at the southeast corner of West Montrose Avenue, West Forest

Preserve Avenue and North Normandy Avenue and having frontages along the south line of West Montrose Avenue, the easterly line of North Normandy Avenue and the westerly line of North Normandy Avenue, south of West Montrose Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF MR. PETER STERNA/CAR PHONE
CENTER FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR 5843 --
5847 WEST IRVING PARK ROAD.

Also, a proposed ordinance to exempt Mr. Peter Sterna/Car Phone Center from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5843 -- 5847 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 PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5920 -- 5922 WEST IRVING PARK ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Albar Corporation Ltd. to construct, maintain and use one canopy to be attached or attached to the building or structure at 5920 -- 5922 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LAURINO (39th Ward):

*Referred -- APPROVAL FOR CONSTRUCTION OF BUS PASSENGER
SHELTER AT INTERSECTION OF WEST FOSTER AVENUE
AND NORTH LAWDALE AVENUE.*

A proposed ordinance approving the construction of a bus passenger shelter by the Chicago Transit Authority for westbound passengers on West Foster Avenue, at its intersection with North Lawndale Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

*Referred -- AUTHORIZATION FOR CREATION OF TRAFFIC CIRCLES
ON PORTIONS OF WEST GRANVILLE AVENUE.*

A proposed order authorizing the Commissioner of Transportation to cause the creation of traffic circles at the intersections of West Granville Avenue and North Paulina Street, and West Granville Avenue and North Hermitage Avenue, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT 6200 -- 6252 NORTH CLARK STREET.*

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mr. Robert Szymanski to construct, maintain and use twelve canopies to be attached or attached to the building or structure at 6200 -- 6252 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- RECOGNITION OF EDGEWATER HISTORICAL SOCIETY
AS CHARITABLE ORGANIZATION AND CONVEYANCE
OF CERTAIN CITY-OWNED PROPERTY THERETO.

Also, a proposed resolution to recognize the Edgewater Historical Society as a charitable organization for purposes of conveying to it city-owned property located at 5356 -- 5358 North Ashland Avenue to be used for charitable purposes, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- GRANT OF PRIVILEGE TO EDISON PARK CHAMBER
OF COMMERCE TO CONSTRUCT, MAINTAIN AND
USE HANGING FLOWER PLANTERS AND
DECORATIVE REFUSE CONTAINERS
IN PUBLIC WAY ADJACENT TO
6655 NORTH AVONDALE
AVENUE.

A proposed ordinance to grant permission and authority to the Edison Park Chamber of Commerce to construct, maintain and use twenty-eight hanging flower planters and seventeen decorative refuse containers for beautification purposes in the public way adjacent to 6655 North Avondale Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 6407 NORTH CALDWELL AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Pampanga's Cuisine to construct, maintain and use one canopy to be

attached or attached to the building or structure at 6407 North Caldwell Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN NATARUS (42nd Ward):

DRAFTING OF ORDINANCES FOR VACATIONS OF
SPECIFIED PUBLIC WAYS.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

*Portion Of Public Alley In Block Bounded By West Grand
Avenue, West Illinois Street, North Wells Street And
North LaSalle Drive.*

Ordered, That the Commissioner of Transportation is hereby directed to prepare an ordinance for the vacation of the north 100 feet of the north/south 14 foot public alley in the block bounded by West Grand Avenue, West Illinois Street, North Wells Street and North LaSalle Drive for the Anti-Cruelty Society (Number 9-42-97-2181); said ordinance to be transmitted to the Commissioner of Transportation and Public Way for consideration and recommendation to the City Council.

*Portion Of Public Alley In Block Bounded By West Jackson
Boulevard, West Van Buren Street, South Plymouth
Court And South State Street.*

Ordered, That the Commissioner of Transportation is hereby directed to prepare an ordinance for the proposed vacation of the north 32.16 feet, more or less, of the remaining north/south 10 foot public alley in the block bounded by West Jackson Boulevard, West Van Buren Street, South Plymouth Court and South State Street for the John Marshall Law School (File Number 16-42-97-2178); said ordinance to be transmitted to the

Commissioner of Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed orders. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 7, CHAPTER 28, SECTION 250
OF MUNICIPAL CODE OF CHICAGO BY INCREASE IN
UPPER LIMIT OF REIMBURSEMENT FOR
REFUSE COLLECTION COSTS.

Also, a proposed ordinance to amend Title 7, Chapter 28, Section 250 of the Municipal Code of Chicago by increasing the maximum limit on the reimbursement to governing associations or boards of condominiums, cooperative residential buildings and townhouses which do not qualify to receive city refuse collection services to \$100.00 per residential unit on an annual basis, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 16, CHAPTER 16, SECTIONS 110
AND 130 OF MUNICIPAL CODE OF CHICAGO BY ESTABLISHMENT
OF PROHIBITION ON CONSUMPTION OF ALCOHOLIC
LIQUOR ON PREMISES OF ADULT USES AND
EXPANSION OF PENALTY PROVISIONS
FOR VIOLATION OF CHAPTER.

Also, a proposed ordinance to amend Title 16, Chapter 16, Sections 110 and 130 of the Municipal Code of Chicago by prohibiting the consumption of alcoholic liquor on the premises of adult uses and by expanding the penalty provisions contained within Section 16-16-130 to apply to the entire Chapter 16-16, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF TITLE 9, CHAPTER 12, SECTION 070
OF MUNICIPAL CODE OF CHICAGO BY ESTABLISHMENT OF
ADDITIONAL PENALTIES FOR PERSONS OPERATING
VEHICLES IN EXCESS OF SPEED LIMITATIONS
CONTAINED WITHIN SECTION 11-601 OF
ILLINOIS VEHICLE CODE.

Also, a proposed ordinance to amend Title 9, Chapter 12, Section 070 of the Municipal Code of Chicago by establishing fines of \$50.00 to \$100.00 for a first offense and \$100.00 to \$500.00 for a second or subsequent offense within a given one-year period in addition to any other fines or penalties found within the Municipal Code for persons found operating vehicles in excess of speed limitations contained within Section 11-601 of the Illinois Vehicle Code, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF TITLE 9, CHAPTER 80 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 205
WHICH WOULD PROHIBIT RECKLESS USE OF
SKATES AND SKATEBOARDS ON
PUBLIC WAY.

Also, a proposed ordinance to amend Title 9, Chapter 80 of the Municipal Code of Chicago by the addition of a new Section 205 which would prohibit the use of skates or skateboards on the public way in such a manner as to endanger

the safety or property of another and establish definitions and penalty provisions relative thereto, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, sixteen 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:

Bradley Financing Partnership -- to maintain and use a building connection to the Washington-Madison-State Streets Subway Station entrance and subsurface space/vaults in the public way adjacent to 1 -- 15 North State Street;

Cathedral Place L.L.C. -- to construct, maintain and use twenty-nine caisson footings and six manhole-basins in the public way adjacent to 21 West Superior Street;

Fifield Realty Corporation/Mr. Richard Blum -- to construct, maintain and use thirty-nine balconies in the public way adjacent to 426 South Clinton Street;

Hubbard Limited Partnership -- to maintain and use vaulted sidewalk areas in the public way adjacent to 440 North Wells Street;

Maggiano's/Corner Bakery, Inc., doing business as Maggiano's Little Italy -- to maintain and use a trash compactor in the public way adjacent to 516 North Clark Street;

Mr. Paul E. Marks -- to construct, maintain and use twenty-four balconies over the public way adjacent to 1621 -- 1631 South Michigan Avenue;

One Sixty One North Clark Street Limited Partnership -- to maintain and use an entrance enclosure on the public way adjacent to 161 North Clark Street;

One Sixty One North Clark Street Limited Partnership -- to maintain and use a grease basin in the public way adjacent to 161 North Clark Street;

Palmet Venture L.L.C. -- to construct, maintain and use an earth retention system, twenty tree pits and planters, and fourteen ornamental street lights in the public way adjacent to 171 West Randolph Street;

Park Hyatt Water Tower Associates -- to construct, maintain and use twenty caissons, seven planters, a bay window type balcony, two canopies, two grease separators, three oil basins and a sidewalk vault in and over the public way adjacent to 800 North Michigan Avenue;

State Building Venture -- to install, maintain and use a sample basin in the public way adjacent to 100 West Randolph Street;

Wolverine Construction, Inc. -- to construct, maintain and use fifteen balconies over the public way adjacent to 1550 South Indiana Avenue;

130 South Canal Limited Partnership -- to construct, maintain and use forty-three balconies over the public way adjacent to 130 South Canal Street;

130 South Canal Limited Partnership -- to maintain and use two sidewalk vaults in the public way adjacent to 130 South Canal Street;

200 North Dearborn Partnership -- to maintain and use a covered bridge running over and across North Dearborn Street and connecting the buildings at 200 North Dearborn Street and 35 West Wacker Drive; and

1601 South Michigan Partners -- to construct, maintain and use forty-one balconies over the public way adjacent to 1601 South Michigan Avenue.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

J.O.N., Inc. -- 1116 West Taylor Street; and

Yusuf Limited Partnership -- 1935 South Michigan Avenue.

Referred -- REMOVAL OF PAY TELEPHONE(S) FROM PUBLIC WAY
AT 1439 SOUTH MICHIGAN AVENUE.

Also, a proposed ordinance requiring Sheffield Systems to remove the pay telephone(s) from the public way located at 1439 South Michigan 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 STANDARDIZATION OF
PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, five proposed ordinances authorizing the Commissioner of the Department of Transportation to take the necessary action for standardization of portions of the public way specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

East Adams Street, from South Michigan Avenue to South Wabash Avenue -- to be known as "Sir Georg Solti Place";

West Couch Place, from North Dearborn Street to the terminal west thereof -- to be known as "Lewis Manilow Place";

North Fairbanks Court, from East Chicago Avenue to East Huron Street -- to be known as "Diana Princess of Wales Place";

West Jackson Boulevard, between South Desplaines Street and South Jefferson Street -- to be known as "Artensa Randolph Way"; and

East Superior Street, from North Lake Shore Drive to North Fairbanks Court -- to be known as "Dr. Henry B. Betts M.D. Place".

Referred -- AMENDMENT OF TITLE 17, ARTICLE 5, SECTION 5.16
OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING
ORDINANCE) BY FURTHER REGULATION OF SIGNAGE
WITHIN MICHIGAN AVENUE COMMERCIAL
CORRIDOR.

Also, a proposed ordinance to amend Title 17, Article 5, Section 5.16 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, by allowing for window lettering in excess of percentage restrictions provided it conforms to certain restrictions, by allowing for neon signage if said signage is completely shielded and not visible from public streets, sidewalks or alleys, and by establishing regulations for awning signs and temporary signs, which was *Referred to the Committee on Zoning*.

Referred -- AMENDMENT OF TITLE 17, CHAPTER 8,
SECTIONS 8.3-7 AND 8.4-6 OF MUNICIPAL CODE
OF CHICAGO (CHICAGO ZONING ORDINANCE)
BY INCLUSION OF LIQUOR STORES AS
PERMITTED OR SPECIAL USES
IN SPECIFIED ZONING
DISTRICTS.

Also, a proposed ordinance to amend Title 17, Chapter 8, Sections 8.3-7 and 8.4-6 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, to allow liquor stores as a permitted use in B7-5 to B7-7 General Central Business Districts and liquor stores, package goods only, as a special use in B6-6 to B6-7 Restricted Central Business Districts, which was *Referred to the Committee on Zoning*.

Referred -- AMENDMENT OF TITLE 17, ARTICLE 11, SECTION 11.11-3
(CHICAGO ZONING ORDINANCE) AND TITLE 16, CHAPTER 4
OF MUNICIPAL CODE OF CHICAGO BY FURTHER
REGULATION OF CERTAIN APPLICATIONS FOR
PERMITS AND RIGHTS UNDER PLANNED
DEVELOPMENT, LAKE MICHIGAN AND
CHICAGO LAKEFRONT PROTECTION
ORDINANCES.

Also, a proposed ordinance to amend Title 17, Article 11, Section 11.11-3, the

Chicago Zoning Ordinance, and Title 16, Chapter 4 of the Municipal Code of Chicago by the addition of new subsections 11.11-3(d) and (e) which would prohibit the inclusion of permit licenses or certificates involving the public right-of-way in applications for the development of land or air rights under planned development ordinances, and by placing certain time restrictions for building permit applications and commencement of construction following adoption of planned development ordinances; and further, by the addition of a new Section 155 to Chapter 16-4 which would place certain time restrictions for building permit applications and commencement of construction relative to the Lake Michigan and Chicago Lakefront Protection Ordinance, which was *Referred to the Committee on Zoning*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS
LOCATIONS.

Also, five proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

Acme-Wiley Corporation -- for one sign/signboard at 350 North Orleans Street;

All-American Sign Co. -- for one sign/signboard at 1641 West Harrison Street;

Quantum Structures -- for one sign/signboard at 350 West Ontario Street;

Scadron Enterprises -- for one sign/signboard at 101 West Grand Avenue;
and

Scadron Enterprises -- for one sign/signboard at 15 East Ohio Street.

Referred -- PERMISSION TO HOLD FORTIETH ANNUAL
GOLD COAST SIDEWALK ART FAIR IN
RIVER NORTH AREA.

Also, a proposed order directing the Commissioner of Transportation to

grant permission to Mr. Arnie Matanky of the Near North News, Inc. for the conduct of the 40th Annual Gold Coast Sidewalk Art Fair to be held on River North, between State Street, Wells Street, Ontario Street and Huron Street, for the period extending August 8 through August 10, 1997, during the hours of 10:00 A.M. to 8:00 P.M., each day, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION TO HOLD ORIGINAL ARTS AND CRAFTS
SHOW AND DISPLAY AND SIDEWALK SALE ON
PORTION OF SOUTH WABASH AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Carl McKenzie for the conduct of the Original Arts and Crafts Show and Display and Sidewalk Sale on the west side of South Wabash Avenue, between East Madison Street and East Van Buren Street, for the period extending August 13 through August 15, 1997, during the hours of 8:00 A.M. to 6:00 P.M., each day, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
LICENSE AND PERMIT FEES FOR PARTICIPANTS
IN VARIOUS EVENTS.

Also, five proposed orders authorizing the Director of Revenue to waive specified license and permit fees for the participants in the events noted, to take place along the public ways and during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Fourth Presbyterian Church's Fourth Fest -- on Chestnut Street, from Michigan Avenue to Rush Street (Food Vendor and Itinerant Merchant License fees and Street Closing Permit fees);

Saint Basil Orthodox Church event -- at 733 South Ashland Avenue, for the period extending September 5 through September 7, 1997, during the hours of 8:00 A.M. to 8:00 P.M., each day (Food Vendor and Itinerant Merchant License fees and Street Closing Permit fees);

San Gennaro Society's 20th Annual Feast of San Gennaro -- on South Morgan Street, from West Taylor Street to the University of Illinois lot entrance, for the period of September 13 and 14, 1997, during the hours of 12:00 Noon to 11:00 P.M., each day (Food Vendor and Itinerant Merchant License fees);

Washington Square Association's "Bug House Square Arts and Crafts and Music Festival and Food Festival" -- in Washington Square Park, at 900 North Clark Street, for the period of August 23 and 24, 1997, during the hours of 8:00 A.M. to 8:00 P.M., each day (Food Vendor and Itinerant Merchant License fees).

Washington Square Association's Washington Square Annual Fund-Raiser Arts and Crafts with Music -- in Washington Square Park, at 900 North Clark Street, for the period of September 20 and 21, 1997, during the hours of 8:00 A.M. to 8:00 P.M., each day (Food Vendor and Itinerant Merchant License fees);

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, ten 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:

Ali's Gyros -- for one canopy at 1100 West Taylor Street;

Inn of Chicago Associates, doing business as Best Western Inn of Chicago -- for ten canopies at 162 East Ohio Street;

Chicago Medinah Temple Association -- for one canopy at 14 East Ohio Street;

The Claretians -- for twelve canopies at 205 West Monroe Street;

Doubletree Guest Suites -- for one canopy at 198 East Delaware Place;

Facet Building Limited Partnership -- for one canopy at 55 East Superior Street;

LaSalle Street Press Building Corporation -- for one canopy at 325 West Ohio Street;

Palmet Venture, L.L.C. -- for twenty-two canopies at 171 West Randolph Street;

Sports Authority, Inc. -- for one canopy at 56 East Ontario Street; and

860 Lake Shore Drive Trust -- for one canopy at 272 East Chestnut Street.

Referred -- DEPARTMENT OF POLICE REQUESTED TO UNDERTAKE
FEASIBILITY STUDY RELATIVE TO SHORTENING
LENGTH OF DAILY WORK SHIFTS FOR
SWORN POLICE OFFICERS.

Also, a proposed resolution requesting the Department of Police to study, analyze and determine the feasibility of shortening tours of duty, or shifts, of sworn police officers from eight hours per day to six hours per day, which was *Referred to the Committee on Police and Fire*.

Referred -- BOARD OF COMMISSIONERS OF CHICAGO PARK
DISTRICT REQUESTED TO ENACT LEGISLATION
SUPPORTING CONSTRUCTION OF SPECIALLY
DESIGNATED PATHWAYS FOR SKATE-
BOARDING AND IN-LINE SKATING.

Also, a proposed resolution requesting the Board of Commissioners of the Chicago Park District to enact legislation supporting the construction of specially designated pathways for use by individuals on skateboards and in-line skates, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

**DRAFTING OF ORDINANCE FOR VACATION OF PORTIONS OF
NORTH MAGNOLIA AVENUE AND PUBLIC ALLEY IN
BLOCK BOUNDED BY NORTH CLYBOURN AVENUE,
NORTH KINGSBURY STREET, NORTH MAGNOLIA
AVENUE AND NORTH LAKEWOOD AVENUE.**

A proposed order reading as follows:

Ordered, That the Commissioner of Transportation is hereby directed to prepare an ordinance for the proposed vacation of all of North Magnolia Avenue, between the northeasterly line of North Kingsbury Street and the southwesterly line of North Clybourn Avenue, also vacating the southwesterly 391 feet, more or less, of the northwesterly southeasterly 18.4 foot public alley running northwesterly for the northwesterly line of North Magnolia Avenue, in the block bounded by North Clybourn Avenue, North Kingsbury Street, North Magnolia Avenue and vacated North Lakewood Avenue for Lester and Rosalie Anixter Center and A. Finkle and Sons Co. (File Number 32-43-97-2170); said ordinance to be transmitted to the Committee on Transportation and Public Way for reconsideration and recommendation to the City Council.

Alderman Bernardini 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 Bernardini, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Referred -- EXEMPTION OF 431 -- 433 WEST WEBSTER AVENUE
FROM ALL 1997 -- 1998 CITY FEES UNDER HISTORIC
LANDMARK STATUS.

Also, a proposed ordinance providing inclusive exemption from all 1997 -- 1998 city fees to 431 -- 433 West Webster Avenue under its historic landmark status, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Ms. Diane Laff -- to construct, maintain and use a parkway garden for beautification purposes in the public way adjacent to 1048 West Webster Avenue; and

Wildflower Garden -- to construct, maintain and use a large wooden crate-type fixture for the display of flowers, plants and other plant materials in the public way adjacent to 2480 North Lincoln Avenue.

Referred -- APPROVAL OF PLAT OF DEDICATION ON
PORTION OF WEST FULLERTON PARKWAY.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of dedication along a portion of West Fullerton Parkway, commencing at its intersection with the west line of North Lincoln Park West, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities for the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Tom Roscak -- 2135 -- 2137 North Southport Avenue; and

Stonegate Development -- 615 -- 619 West Deming Place.

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF
CHICAGO (CHICAGO ZONING ORDINANCE) BY CREATION
OF SD-13, SD-14 AND SD-15 WRIGHTWOOD SPECIAL
ZONING DISTRICTS AND BY ADDITION OF NEW
SECTION 10A-1.10 SETTING FORTH PURPOSE
AND REGULATIONS PERTAINING
THERETO.

Also, a proposed ordinance to amend Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, for the purpose of creating new SD-13, SD-14 and SD-15 Wrightwood Special Zoning Districts in areas shown on Map Number 7-G, and by the addition of a new Section 10a-1.10 setting forth the purpose and regulations pertaining thereto, which was *Referred to the Committee on Zoning*.

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT AND FOOD VENDOR LICENSE FEES
FOR PARTICIPANTS IN GOOSE ISLAND
FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant and Food Vendor License fees for participants in the Goose Island Festival sponsored by the Ranch Triangle Neighborhood Association,

which was held at 1800 North Clybourn Avenue for the period of August 23 and 24, 1997, during the hours of 12:00 Noon to dusk, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Ms. Kelli R. Lynch -- 665 West Diversey Parkway; and

Mr. Erik Poole -- 2720 North Mildred Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Berger Financial Services, Inc., in care of Realty and Management Co. --
for one canopy at 2052 North Lincoln Park West;

Hemingway House Condominium Association -- for one canopy at 1825
North Lincoln Avenue; and

Petros Dianna's -- for one canopy at 1633 North Halsted Street.

Presented By

ALDERMAN HANSEN (44th Ward):

*Referred -- GRANT OF PRIVILEGE TO MR. SAMUEL R. AIELLO
TO MAINTAIN AND USE LINT BASINS IN PUBLIC WAY
ADJACENT TO 3435 NORTH SOUTHPORT AVENUE.*

A proposed ordinance to grant permission and authority to Mr. Samuel R. Aiello to maintain and use two lint basins in the public way adjacent to 3435 North Southport Avenue, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- GRANT OF PRIVILEGE TO PANES BREAD CAFE
FOR SIDEWALK CAFE.*

Also, a proposed ordinance to grant permission and authority to Panes Bread Cafe to maintain and use a portion of the public way adjacent to 3002 North Sheffield Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.*

Also, four proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Byron Graystone I Condominium Association -- 3838 -- 3840 North Sheffield Avenue;

Byron Graystone II Condominium Association -- 3842 -- 3844 North Sheffield Avenue;

Fox Theatricals, Inc. -- 3133 North Halsted Street; and
Stonegate Development, L.L.C. -- 708 -- 710 West Aldine Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 3701 NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Eller Media Company to install a sign/signboard at 3701 North Clark Street, which was *Referred to the Committee of Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, six 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:

Blum Animal Hospital -- for one canopy at 3219 North Clark Street;

Cafe Avanti -- for one canopy at 3706 North Southport Avenue;

The Darien Condominium Association -- for one canopy at 3100 North Lake Shore Drive;

El Buena Vista Restaurant -- for one canopy at 3147 North Broadway;

Philly's Best -- for one canopy at 855 West Belmont Avenue; and

Seymour Goldberg & Associates -- for one canopy at 3019 -- 3033 North Pine Grove Avenue.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- EXEMPTION OF JOMI CORPORATION FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 4156 NORTH
MILWAUKEE AVENUE.

A proposed ordinance to exempt Jomi Corporation, doing business as Nu-Life Auto Body, from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4156 North Milwaukee Avenue, pursuant to Title 10, Chapter 20 Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL FOR CONSTRUCTION OF BUS PASSENGER
SHELTER ON PORTIONS OF WEST HIGGINS AVENUE
AND NORTH MILWAUKEE AVENUE.

Also, a proposed ordinance approving the construction of bus passenger shelters by the Chicago Transit Authority for eastbound passengers on West Higgins Avenue, at its intersection with North Melvina Avenue and for southeastbound passengers on North Milwaukee Avenue, at its intersection with West Montrose Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT 4660 WEST
IRVING PARK ROAD.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Consolidated Sign Service, Inc. to install a sign/signboard at 4660 West Irving Park Road, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
LICENSE AND PERMIT FEES FOR PARTICIPANTS IN
VARIOUS EVENTS.

Also, three proposed orders authorizing the Director of Revenue to waive specified license and permit fees for the participants in the events noted, to take place along the public ways and during the periods listed, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Our Lady of Victory Picnic -- to be held on church grounds located at 5212 West Agatite Avenue on September 14, 1997 (Food License fees);

Saint Edward's Church Fall Festival -- to be held on the parish grounds located at 4350 West Sunnyside Avenue and adjoining the premises at 4447 North Lowell Avenue for the period of October 10 and 11, 1997 (Food Vendor and Itinerant Merchant License fees and Tent Erection Permit fee); and

Saint Tarcissus Church "Tarsfest" -- to be held on the parish grounds located at 6040 West Ardmore Avenue on September 27, 1997 (Food Vendor and Itinerant Merchant License fees).

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Anshe Emit Day School -- to construct, maintain and use a four inch poly conduit under and across the public way at West Grace Street and connecting the building at 728 West Grace Street with the building at 3760 North Pine Grove Avenue; and

Sheffield/Sheridan Point Condominium Association -- to construct, maintain and use two below grade flood control units in the public way adjacent to 3901 -- 3903 and 3907 -- 3909 North Sheridan Road.

Referred -- AUTHORIZATION FOR WAIVER OF PERMIT AND
ITINERANT MERCHANT LICENSE FEES FOR
PARTICIPANTS IN UPTOWN CHAMBER
OF COMMERCE SIDEWALK SALE.

Also, a proposed order authorizing the Director of Revenue to waive the Permit and Itinerant Merchant License fees for the participants in Uptown Chamber of Commerce Sidewalk Sale for the period extending September 25 through September 28, 1997, during the hours of 9:00 A.M. to 7:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- MEMBERS OF ILLINOIS CONGRESSIONAL DELEGATION
AND ILLINOIS SENATORS URGED TO SUPPORT PASSAGE
OF FILIPINO VETERANS EQUITY BILL AND VARIOUS
CITY DEPARTMENTS REQUESTED TO CREATE
TASK FORCE TO EXAMINE NEEDS OF
CHICAGO'S FILIPINO
VETERANS.

Also, a proposed resolution urging members of the Illinois Congressional delegation and Illinois senators to support the passage of the Filipino Veterans Equity Bill and calling for the creation of a task force, which would include members of the Departments of Housing, Human Relations and Human Services in addition to representatives of various Filipino veterans and community organizations, to examine the needs of Chicago's Filipino veterans, which was *Referred to the Committee on Human Relations*.

Presented By

ALDERMAN SCHULTER (47th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEY
BOUNDED BY WEST WILSON AVENUE, WEST SUNNYSIDE
AVENUE, NORTH LINCOLN AVENUE AND NORTH
LEAVITT STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Transportation is hereby directed to prepare an ordinance for the vacation of the east/west 16 foot public alley in the block bounded by West Wilson Avenue, West Sunnyside Avenue, North Lincoln Avenue and North Leavitt Street for the Steven Cohen and Michael Godnick (File Number 18-47-97-2173); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Schuler 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 Schuler, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Referred -- EXEMPTION OF HISPANIC HOUSING DEVELOPMENT
CORPORATION FROM ALL 1997 CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

Also, a proposed ordinance providing inclusive exemption from all 1997 city fees to Hispanic Housing Development Corporation under its not-for-profit status, which was *Referred to the Committee on Finance*.

Referred -- EXEMPTION OF ATHENA BUILDING CORP. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
ADJACENT TO 3939 -- 3941 NORTH
GREENVIEW AVENUE.

Also, a proposed ordinance to exempt Athena Building Corp. from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to 3939 -- 3941 North Greenview Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL FOR CONSTRUCTION OF BUS PASSENGER
SHELTERS ON PORTIONS OF NORTH WESTERN
AVENUE.

Also, a proposed ordinance approving the construction of bus passenger shelters by the Chicago Transit Authority for northbound passengers on North Western Avenue, at its intersection with West Belle Plaine Avenue and for southbound passengers on North Western Avenue, at its intersection with West Berteau Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT AND FOOD VENDOR LICENSE FEES
FOR PARTICIPANTS IN CHINESE MUTUAL
AID ASSOCIATION FESTIVAL.

A proposed order authorizing the Director of Revenue to waive the Itinerant Merchant and Food Vendor License fees for the participants in Chinese Mutual Aid Association festival to be held on West Argyle Street, between North Sheridan Road and North Kenmore Avenue on September 21, 1997 during the hours of 11:00 A.M. to 7:00 P.M., which was *Referred to the Committee on License and Consumer Protection.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
WEST ARGYLE STREET FOR CONDUCT OF CHINESE
MUTUAL AID ASSOCIATION FESTIVAL.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Chinese Mutual Aid Association to close to traffic that part of West Argyle Street, between North Sheridan Road and North Kenmore Avenue on September 21, 1997, during the hours of 11:00 A.M. to 7:00 P.M., for the conduct of a festival, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO MAINTAIN AND USE EXISTING CANOPIES AT
SPECIFIED LOCATIONS.

Also, four proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to maintain and use existing canopies attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Bryn Mawr/Belle Shore Ltd. Partnership -- for one canopy at 5550 North Kenmore Avenue;

Edgewater Beach Apartments Corporation -- for two canopies at 5555 North Sheridan Road;

M & J Wilow, Ltd. -- for one canopy at 5300 -- 5342 North Broadway; and

Sheridan Towers Apartments, in care of Wright Property Management -- for one canopy at 6030 North Sheridan Road.

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- COMMITTEE ON ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES URGED
TO HOLD PUBLIC HEARINGS INTO
SAFETY RISKS CONCERNING
I-TRON INSTALLATION
PROJECT.

A proposed resolution urging the Committee on Energy, Environmental Protection and Public Utilities to hold hearings to investigate the potential health and safety risks associated with the Peoples Gas Light and Coke Company's I-Tron installation project and their use of temporary workers on said project, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- AMENDMENT OF TITLE 5 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW CHAPTER 28 TO FURTHER REGULATE LANDLORD-TENANT RIGHTS IN SINGLE ROOM OCCUPANCY BUILDINGS AND ESTABLISH ADJUDICATION PROCEDURES RELATIVE THERETO.

A proposed ordinance to amend Title 5 of the Municipal Code of Chicago by the addition of a new Chapter 28 which would further regulate the rights of landlords and tenants in single room occupancy buildings and establish adjudication procedures for disputes relative thereto, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO MAINTAIN AND USE EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to maintain and use existing canopies attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Dulhan Boutique, Inc. -- for one canopy at 2639 West Devon Avenue; and

Gulliver's, Inc. -- for one canopy at 2727 West Howard Street.

Referred -- EXEMPTION OF GANDHI INTERNATIONAL SHIPPING, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 6415 -- 6421 NORTH WESTERN AVENUE.

Also, a proposed ordinance to exempt Gandhi International Shipping, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6415 -- 6421 North Western Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- REPEAL OF ORDER WHICH PERMITTED PARKING OF PICKUP TRUCK AND/OR VAN AT 3112 WEST JARLATH AVENUE.

Also, a proposed order repealing an order previously passed on September 11, 1996 which granted permission to park a pickup truck and/or van at 3112 West Jarlath Avenue in accordance with the provisions of Title 9, Chapter 64, Section 170 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- STANDARDIZATION OF PORTION OF NORTH CALIFORNIA AVENUE AS "MOTHER TERESA WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of both sides of the 6300 block of North California Avenue, as "Mother Teresa Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- REMOVAL OF PAY TELEPHONES ON PUBLIC WAY
AT SPECIFIED LOCATIONS.

Also, three proposed ordinances requiring the companies or organizations listed below to remove pay telephones from the public way at the locations specified pursuant to the provisions of Title 10, Chapter 28, Section 265(f) of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Northwestern Communication, Inc. -- at 2758 West Peterson Avenue;

Sheffield Systems -- at 2758 West Peterson Avenue; and

Sheffield Systems -- at 2940 West Peterson Avenue.

5. FREE PERMITS, LICENSE FEE EXEMPTIONS,
CANCELLATION OF WARRANTS FOR
COLLECTION AND WATER
RATE EXEMPTIONS,
ET CETERA.

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN HAITHCOCK (2nd Ward):

Ada S. McKinley Community Services -- for the premises known as 3354 South Indiana Avenue.

State of Illinois Medical District Commission -- for the premises known as Illinois Medical District Institutional Planned Development Number 30.

BY ALDERMAN DIXON (8th Ward):

Parent/Child Center/Sullivan House -- for construction of a new building on the premises known as 8164 South South Chicago Avenue.

Vernon Park Church of God -- for construction of a new recreation center on the premises known as 9011 South Island Avenue.

BY ALDERMAN SHAW (9th Ward):

Progressive Missionary Baptist Church -- for new construction on the premises known as 16 East 127th Street.

BY ALDERMAN RUGAI (19th Ward):

Sisters of Mercy of the Americas -- for building improvements on the premises known as 10024 South Central Park Avenue.

Triedstone Full Gospel Baptist Church -- for an addition to the premises known as 1415 West 104th Street.

BY ALDERMAN CHANDLER (24th Ward):

The Spirit of Truth Church -- for new construction on the premises known as 3447 West Harrison Street.

BY ALDERMAN BURNETT (27th Ward):

Rose of Sharon Housing Ministry -- for renovation of an existing structure on the premises known as 642 North Troy Street.

BY ALDERMAN BERNARDINI (43rd Ward):

DePaul University -- for construction of student apartments and staff offices on the premises known as 959 West Fullerton Avenue and for construction of a student recreation center on the premises known as 2229 North Sheffield Avenue (2).

LICENSE FEE EXEMPTIONS:

BY ALDERMAN HOLT (5th Ward):

LaRabida Children's Hospital and Research Center, East 65th Street at Lake Michigan.

BY ALDERMAN SHAW (9th Ward):

V. & J. Day Care Center, 1 East 113th Street.

BY ALDERMAN RUGAI (19th Ward):

The Washington and Jane Smith Home, 2340 West 113th Place.

BY ALDERMAN TROUTMAN (20th Ward):

Young Women's Christian Association/Harriet M. Harris Child Development Center, 6200 South Drexel Avenue.

BY ALDERMAN SOLIS (25th Ward):

Chinese Christian Union Church Day Care Center, 2301 South Wentworth Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

Resurrection Day Care Center, 1849 North Hermitage Avenue.

BY ALDERMAN MELL (33rd Ward):

St. Paul's House, 3800 North California Avenue (2).

BY ALDERMAN AUSTIN (34th Ward):

Roseland Community Hospital, 45 West 111th Street.

BY ALDERMAN O'CONNOR (40th Ward):

Northside Operating Company, doing business as Edgewater Hospital and Medical Center, Inc., 5700 North Ashland Avenue (2).

BY ALDERMAN DOHERTY (41st Ward):

Norwegian Old People's Home Society, 6016 North Nina Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, 250 East Superior Street.

Northwestern Memorial Hospital, Prentice Cafeteria, 303 East Superior Street.

Northwestern Memorial Hospital, Prentice Coffee Shop, 303 East Superior Street.

Northwestern Memorial Hospital, Wesley Cafeteria, 250 East Superior Street.

BY ALDERMAN SHILLER (46th Ward):

Methodist Home, 1415 West Foster Avenue.

BY ALDERMAN STONE (50th Ward):

The Virginia Frank Child Development Center (an affiliate of the Jewish Federation of Metropolitan Chicago), 3033 West Touhy Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN PRECKWINKLE (4th Ward):

Lutheran School of Theology, various locations -- annual building inspection fees.

BY ALDERMAN HOLT (5th Ward):

Vivekananda Vedanta Society, various locations -- annual building inspection fees (2).

BY ALDERMAN HUELS (11th Ward):

Benton Community Center, 3052 South Gratten Avenue -- annual fuel burning equipment inspection fees (2).

BY ALDERMAN MELL (33rd Ward):

St. Paul's House, 2800 West Grace Street -- fuel burning equipment inspection fees.

BY ALDERMAN NATARUS (42nd Ward):

The Field Museum of Natural History, 1200 South Lake Shore Drive -- annual fuel burning equipment inspection fee.

Northwestern Memorial Hospital, various locations -- no parking sign/permit fees and annual public place of assembly inspection fees (4).

Dr. William M. Scholl College of Podiatric Medicine, 30 West Oak Street -- annual building inspection fee.

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NEW BUSINESS PRESENTED BY ALDERMEN

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Terra Museum of American Art, various locations -- fuel burning equipment inspection fees.

BY ALDERMAN HANSEN (44th Ward):

Jane Addams Hull House, 3212 North Broadway -- annual fuel burning equipment inspection fee.

BY ALDERMAN SHILLER (46th Ward):

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive -- annual fuel burning equipment inspection fee.

BY ALDERMAN M. SMITH (48th Ward):

McCormick Boys and Girls Club, 4835 North Sheridan Road -- annual fuel burning equipment inspection fee.

BY ALDERMAN MOORE (49th Ward):

Anixter Center, various locations -- semi-annual elevator inspection fee, annual driveway maintenance inspection fee and annual building inspection fees (3).

BY ALDERMAN STONE (50th Ward):

Bernard Horwich Center, 3003 West Touhy Avenue -- fuel burning equipment inspection fees.

CANCELLATION OF WATER RATES:

BY ALDERMAN GRANATO (1st Ward):

Erie Neighborhood House, 1701 -- 1713 West Superior Street (2).

BY ALDERMAN JONES (15th Ward):

Clara's House, 1650 West 62nd Street.

BY ALDERMAN SOLIS (25th Ward):

Chinese Christian Union Church, 214 West 22nd Place.

Pui Tak Center, 2216 South Wentworth Avenue.

BY ALDERMAN OCASIO (26th Ward):

Latino United Community Housing Association (S.R.O.), 3337 West Division Street.

BY ALDERMAN BURNETT (27th Ward):

Catholic Charities, Archdiocese of Chicago, 657 West Randolph Street.

BY ALDERMAN BURRELL (29th Ward):

New Hope Interracial M.B. Church, various locations (2).

BY ALDERMAN LAURINO (39th Ward):

Telshe Yeshiva-Chicago, various locations (2).

BY ALDERMAN LEVAR (45th Ward):

Trinity Slovak Church, 4857 West Foster Avenue.

BY ALDERMAN SCHULTER (47th Ward):

Ulrich Childrens Home, 2101 -- 2113 West Irving Park Road.

REFUND OF FEES:

BY ALDERMAN PRECKWINKLE (4th Ward):

McGee Temple Church of God, 4946 South Vincennes Avenue -- refund in the amount of \$4,701.57.

BY ALDERMAN SHILLER (46th Ward):

Thorek Hospital and Medical Center, 850 West Irving Park Road -- refunds in the amounts of \$500.00, \$1,499.00 and \$125.00 (3).

BY ALDERMAN SCHULTER (47th Ward):

Old Town School of Folk Music, 4536 -- 4544 North Lincoln Avenue -- refund in the amount of \$2,381.25.

BY ALDERMAN M. SMITH (48th Ward):

The Admiral (Home for the Aged), 909 West Foster Avenue -- refund in the amount of \$900.00.

WAIVER OF FEES:

BY ALDERMAN TILLMAN (3rd Ward):

Liberty Baptist Church, 4849 South Dr. Martin Luther King, Jr. Drive -- for 79th Anniversary Walk-A-Thon.

BY ALDERMAN CHANDLER (24th Ward):

Greater Open Door Missionary Baptist Church, various locations -- for liens against property.

BY ALDERMAN ZALEWSKI (23rd Ward):

Ms. Marie Beuke, 5052 South Laporte Avenue -- for emergency medical services.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN PRECKWINKLE (4th Ward):

Alexander, Louis

Bekenstein, Harry

Gardner, Camela A.

BY ALDERMAN HOLT (5th Ward):

Franklin, Frances L.

Leffridge, Morella

Ormuz, Maria

BY ALDERMAN STEELE (6th Ward):

Alexander, Esther

King, Joshua C.

BY ALDERMAN BANKS (36th Ward):

Heitz, Virginia J.

BY ALDERMAN ALLEN (38th Ward):

Morgeri, Ada

Tomzszewski, Michelle

Verlinghire, Irene T.

BY ALDERMAN LAURINO (39th Ward):

Beryer, Lorraine C.

Boland, Zerda R.

Dockery, Thomas M.

Fish, Norma T.

Miller, Sallie A.

Nee, Eileen A.

Sanner, Louis A.

Ward, Raymond E.

BY ALDERMAN DOHERTY (41st Ward):

Capola, Amaday C.

BY ALDERMAN NATARUS (42nd Ward):

Denman, Scott C.

Fegenhols, Ann F.

Gast, Mary F.

Harrigan, Donna R.

Herhold, Carole J.

Kaufman, Jo Ann H.

Kuhlmann, Duska

Philipsborn, Thomas D.

Punzalan, Aurora E.

Scribnick, Sanford

Randall, Jack

BY ALDERMAN BERNARDINI (43rd Ward):

Callahan, Jeanne A.

Edelman, Frank A.

Horning, Ronald S.

Lazar, Buryl J.

Leonard, Maria

Mitsakopoulos, Carole

Wellington, Marjorie A.

BY ALDERMAN HANSEN (44th Ward):

Chapman, Louise

Fuhrer, Richard

BY ALDERMAN SHILLER (46th Ward):

Hussain, Johnnie M.

BY ALDERMAN M. SMITH (48th Ward):

Comroe, Daniel B.

BY ALDERMAN MOORE (49th Ward):

Gilbert, Arthur L.

Gross, Carmen B.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (July 30, 1997).
(Regular Meeting)

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, July 30, 1997, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (August 21, 1997).
(Special Meeting)

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on Thursday, August 21, 1997, at 11:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

AMENDMENT OF TITLE 17, ARTICLE 5 OF MUNICIPAL
CODE OF CHICAGO (CHICAGO ZONING ORDINANCE)
BY ADDITION OF NEW SECTION 5.17 TO
FURTHER REGULATE PLACEMENT OF
OUTDOOR ADVERTISEMENTS FOR
CIGARETTES AND ALCOHOLIC
BEVERAGES.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Buildings, deferred and published in the Journal of the Proceedings of the City Council of July 30, 1997, page 50041, recommending that the City Council pass a proposed ordinance printed on pages 50042 through 50044 which amends Title 17, Article 5 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, by the addition of a new Section 5.17 relating to the placement of outdoor advertisements for cigarettes and alcoholic beverages.

On motion of Alderman Stone, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- Alderman Tillman -- 1.

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

The following is said ordinance as passed:

WHEREAS, Illinois law and the Municipal Code of Chicago make it unlawful for any individual under eighteen (18) years of age to purchase or be sold cigarettes, and make it unlawful for any individual under twenty-one (21) years of age to purchase or be sold alcoholic liquor; and

WHEREAS, More than three million (3,000,000) minors under the age of eighteen (18) consume more than nine hundred forty-seven million (947,000,000) packs of cigarettes annually in the United States, yielding

gross sales to the tobacco industry each year of approximately One Billion Dollars (\$1,000,000,000); and

WHEREAS, Cigarettes are the most heavily advertised products in America, and the tobacco industry spends more than Four Hundred Twenty-one Million Dollars (\$421,000,000) annually for outdoor advertising of cigarettes, and alcoholic beverages are the second most heavily advertised products in America, and the alcoholic beverages industry spends more than One Hundred Million Dollars (\$100,000,000) annually for outdoor advertising of its products; and

WHEREAS, Outdoor advertisements are a unique and distinguishable medium of advertising which subjects the general public to involuntary and unavoidable forms of solicitation, as contrasted with, for example, newspapers, magazines, or radio; and

WHEREAS, The Supreme Court and other courts have recognized the positive relationship between advertising and consumption as regards a variety of goods and services; and

WHEREAS, In addition to judicial recognition of the general link between advertising and consumption, there is evidence that tobacco advertising plays a significant role in stimulating illegal consumption of cigarettes by minors, including articles in the *New England Journal of Medicine*, *American Journal of Public Health*, *Journal of Pediatrics* and other scientific journals, and research has also shown that children's attitudes favorable to alcohol are significantly related to their exposure to alcohol advertisements; and

WHEREAS, Studies have shown that our nation's adolescents commonly use cigarettes, and that cigarettes constitute a "gateway" drug for these youth, i.e., a substance which is used by adolescents as a first drug and opens the door for use of other "harder" substances at a later date; and studies have also shown a strong correlation between alcohol use and juvenile crime, that a striking association exists between juvenile alcohol use and suicide by firearm, and that alcohol use by minors correlates with drowning accidents, diving accidents, and school truancy and damage to school property; and

WHEREAS, An ordinance restricting the placement of advertisements for cigarettes and alcoholic beverages in public visible locations within the City of Chicago is a reasonable and necessary measure for reducing illegal transactions and illegal consumption of cigarettes and alcoholic beverages by minors, and for the promotion of the welfare and temperance of minors exposed to such advertisements; and

WHEREAS, The restrictions contained in the following ordinance will not unduly burden legitimate business activities of persons licensed by the City of Chicago to sell cigarettes and alcoholic beverages on a retail basis; and

WHEREAS, In order to protect legitimate business activities and to narrowly focus its efforts on those advertisements which most directly affect minors where they live, attend school, attend religious services and engage in recreational activities, the City Council has determined not to restrict advertisements of cigarettes or alcoholic beverages in certain areas hereinafter identified; now, therefore,

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

SECTION 1. Title 17 of the Municipal Code of Chicago is hereby amended by inserting a new Section 5.17, as follows:

5.17 Cigarette And Alcoholic Beverage Advertisements.

(a) No person may place any sign, poster, placard or graphic display that advertises cigarettes or alcoholic beverages in a publicly visible location. In this section, "publicly visible location" includes outdoor billboards, sides of buildings and freestanding signboards. This section shall not apply to:

1. (A) with respect to cigarettes, the placement of signs, including advertisements, inside any premises used by a holder of a license required by chapter 4-64 of this code; or (B) with respect to alcoholic beverages, the placement of signs, including advertisements, inside any premises used by a holder of a license required by chapter 4-60 of the code; or (C) on commercial vehicles used for transporting cigarettes or alcoholic beverages;

2. (A) with respect to cigarettes, any sign that contains the name or slogan of the premises used by a holder of a license required by chapter 4-64 of this code that has been placed for the purpose of identifying such premises; or (B) with respect to alcoholic beverages, any sign that contains the name or slogan of the premises used by a holder of a license required by chapter 4-60 of this code that has been placed for the purpose of identifying such premises;

3. any sign that contains a generic description of cigarettes or alcoholic beverages;

4. (A) with respect to cigarettes, any neon or electrically charged sign on premises used by a holder of a license required by chapter 4-64 of this code that is provided as part of a promotion of a particular brand of cigarettes; or (B) with respect to alcoholic beverages, any neon or electrically charged sign on premises used by a holder of a license required by chapter 4-60 of this code that is provided as part of a promotion of a particular brand of alcoholic beverage;

5. any sign at a special event, as that term is defined in section 10-8-335 of this code;

6. *any sign on a C.T.A. vehicle;*
 7. *any sign on property owned, leased or operated by the Illinois Sports Facilities Authority;*
 8. *any sign at Comiskey Park, Soldier Field, the United Center or Wrigley Field;*
 9. *any sign on property adjacent to an interstate highway; or*
 10. *any sign located in a C3 District (Commercial-Manufacturing), a C4 District (Motor Freight Terminal), or any M District (Manufacturing).*
- (b) *This section shall not be construed to permit any display that is otherwise restricted or prohibited by law.*
- (c) *The penalty for violation of this section shall be as set forth in section 11.13 of this title.*

SECTION 2. This ordinance may only be applied to, or interpreted to have an effect on, any contract executed after the effective date of this ordinance and to any renewal term, beginning after the effective date of this ordinance, of a preexisting contract.

SECTION 3. This ordinance shall take effect thirty (30) days after its passage and publication.

AMENDMENT OF TITLE 2, CHAPTER 120, SECTION 380
OF MUNICIPAL CODE OF CHICAGO TO INCLUDE
CHAIRMAN OF CITY COUNCIL COMMITTEE
ON BUILDINGS AS MEMBER OF CHICAGO
PLAN COMMISSION.

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 the City Council of July 30, 1997, page 50588, recommending that the City Council pass a proposed ordinance, printed on page 50589, which

amends Title 2, Chapter 120, Section 380 of the Municipal Code of Chicago by including the Chairman of the City Council Committee on Buildings as a member of the Chicago Plan Commission.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-120-380 of the Municipal Code of Chicago is hereby amended by adding the language in italics and deleting the language in brackets, to read as follows:

2-120-380 Membership, Organization And Meetings.

The Chicago plan commission shall be composed of [19] 20 members: nine members who are lay citizens, to be appointed by the mayor with the approval of the city council, and ex officio, the mayor, the president of the board of local improvements, the commissioner of planning and development, the zoning administrator, the commissioner of transportation, *the chairman of the city council committee on buildings*, the chairman of the city council committee on finance, the chairman of the city council committee on zoning, the chairman of the city council committee on housing, the chairman of the city council committee on traffic control and safety, and the chairman of the board of the Chicago Transit Authority. The mayor shall designate a chairman and vice-chairman from among the appointed members. The appointed members shall hold no other public office except where such public office is non-salaried and no fees or emoluments are derived therefrom.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY
RECLASSIFICATION OF 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 the City Council of July 30, 1997, pages 50589 and 50590, recommending that the City Council pass various proposed ordinances, printed on pages 50590 through 50610, which amend the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-E.
(As Amended)
(Application Number 12099)

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 Business Planned Development Number 468 symbols and indications as shown on Map Number 1-E in the area bounded by:

East Erie Street; the north/south public alley 212.00 feet east of North St. Clair Street; the east/west public alley next south of and parallel to East Erie Street; a line 118.50 feet east of North St. Clair Street; East

Ontario Street; and North St. Clair Street (legal description attached hereto),

to the designation of Business Planned Development Number 468, 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 2. This ordinance shall be in force and effect from and after its passage and due publication.

Legal Description and Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development Number 468, As Amended.

*Legal Description Of The Property Located
At 633 North St. Clair Street.*

Parcel 1:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 27, together with Lot 26 (except the east 18 feet thereof) in the subdivision of the west 394 feet (except the east 14 feet of the north 80 feet thereof) in Block 32 in Kinzie's Addition to Chicago in the east half of the northwest quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

Parcel 2:

A parcel of land lying east of and adjoining the east line of Lot 6, south of and adjoining the south line of Lot 4, north of and adjoining the north line of Lots 7 and 8 and west of the line between Lots 8 and 9 projected north to its intersection with the southeasterly line of Lot 4, in Block 32 in Kinzie's Addition to Chicago in Section 10, Township 30 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

All that part of the north/south 18 foot public alley lying east of the east line of Lots 1 to 4, both inclusive; lying west of the west line of Lot 27; lying south of a line drawn from the northeast corner of Lot 1 to the

northwest corner of Lot 27; and lying north of the westwardly extension of the south line of Lot 27 all in subdivision of the west 394 feet of Block 32 (except the east 14 feet of the north 80 feet thereof) in Kinzie's Addition to Chicago, being a subdivision of the north fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Business Planned Development Number 468, As Amended.

Plan Of Development Statements.

1. The land delineated herein as "Business Planned Development Number 468, as Amended" (the "Planned Development") is solely owned by American National Bank and Trust Company of Chicago, as Trustee, under Trust Number 121309-02, and is solely controlled by the beneficiary thereof, American College of Surgeons, Inc.. The Applicant is Oxford WynCrow 633 Investment Company, Inc.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-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 from 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 shall be under single ownership or under single designated control at the time of any applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made. 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 owners of the Property and any ground lessors.
4. This Plan of Development consists of these thirteen (13) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Property Line and Boundary Map; a Site/Landscape Plan and Building Elevations dated July 10, 1997 prepared by The Gettys Group, Inc.. Full size sets of the

Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein, and these and no other zoning controls shall apply.

5. The permitted uses in the Planned Development are as follows: business offices and related uses, hotel, ground floor retail and/or service establishments, restaurants with food and alcoholic beverage service, unenclosed or partially enclosed restaurants adjacent to and operated in conjunction with the enclosed restaurants, rooftop telecommunications and earth station receiving dishes which are appropriately screened, and accessory parking.
6. Off-street parking (for all uses except hotel use) and loading facilities will be provided on-site as currently constructed. Off-street parking for the hotel use shall be provided off-site pursuant to a long-term renewable lease (minimum of ten (10) years) to provide a minimum of fifty (50) weekday and one hundred fifty (150) weekend parking spaces in a parking facility not more than two (2) blocks from the proposed hotel.
7. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Departments of Planning and Development and Zoning. Temporary signs such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development.
8. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. The Applicant shall secure the permission of, and execute any agreements which may be required by, the City of Chicago in connection with the proposed curb relocation shown on the Site/Landscape Plan.
9. In addition to the maximum height of the buildings and any appurtenances thereto prescribed in this Planned Development, the height of the improvement shall be subject to height limitations as approved by the Federal Aviation Administration.

10. For purposes of calculating floor area ratio (F.A.R.), the definitions and provisions in the Chicago Zoning Ordinance shall apply with the exception that all floor space devoted to mechanical/electrical equipment or to heating, ventilation and air-conditioning equipment and exceeding four thousand (4,000) square feet in a single location, regardless of placement in the building, shall also be excluded.
11. The improvements on the Property shall be designed, installed and maintained in substantial conformance with the Site/Landscape Plan and Building Elevations and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
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 modification by the Owner (or by the Applicant with the consent of the Owner) 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 these statements by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of subclauses (4) and (5) of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a reduction in periphery setbacks or an increase in the maximum percent of land coverage.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (A.S.H.R.A.E.) and the Illuminating Engineering Society (I.E.S.). Copies of these standards may be obtained from the Department of Planning and Development.

[Existing Zoning Map; Planned Development Property Line and Boundary Map; Site/Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 52343 through 52349 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Business Planned Development Number 468, As Amended.

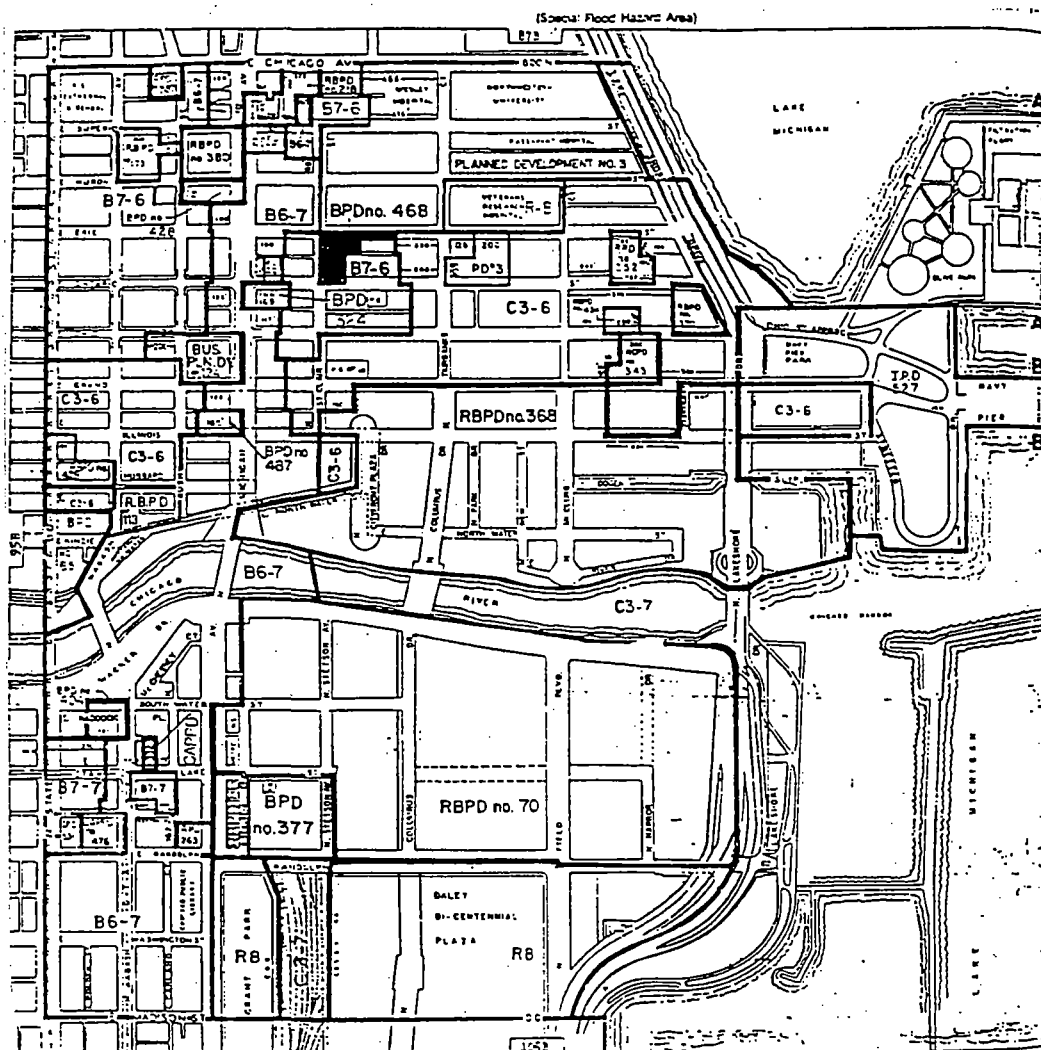
Bulk Regulations And Data Table.

Net Site Area (Square Feet/Acres)	Maximum Floor Area Ratio	Maximum Percent Site Coverage
33,383.00/0.766	18.42	In Accordance with the Site/ Landscape Plan.

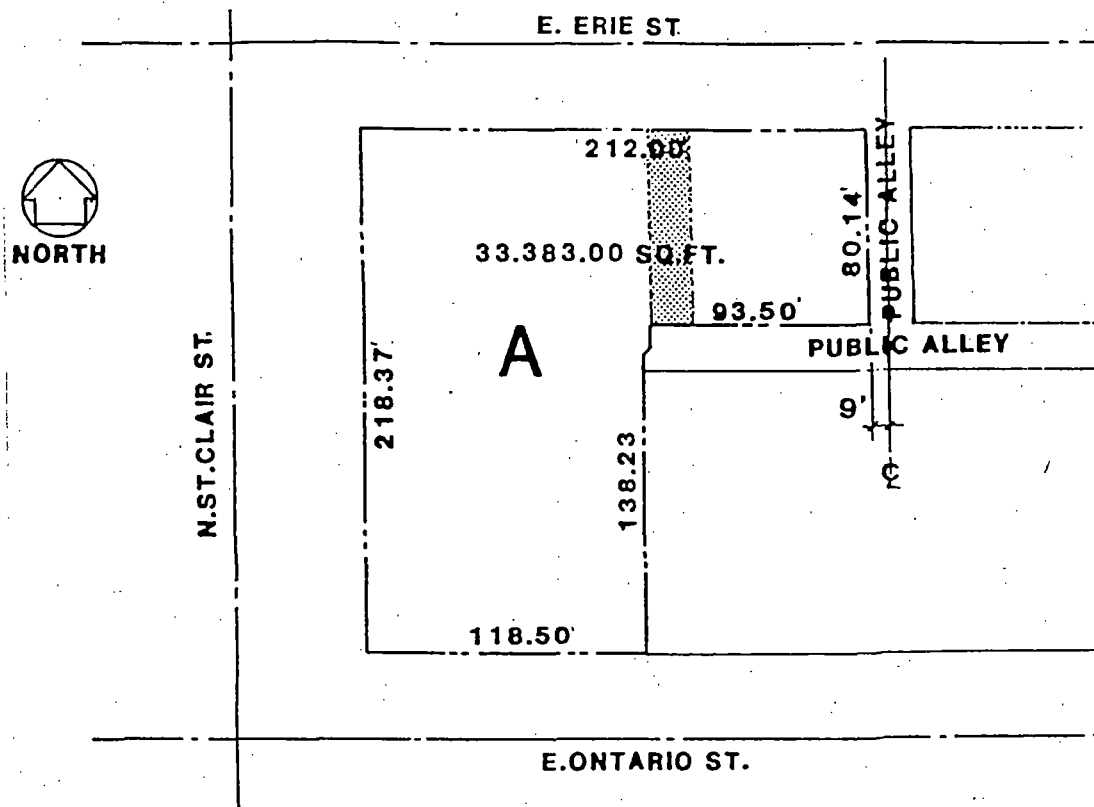
Gross Site Area, 66,870.73 square feet = Net Site Area, 33,383.00 square feet/0.766 acres + Area Remaining in Public Right-of-Way, 33,487.73 square feet/0.769 acres.

Off-Street Parking (on-site)	Minimum 51 spaces for non-hotel uses.
Off-Street Parking (off-site within two blocks from Planned Development boundaries)	Minimum 50 spaces for hotel use (weekdays). Minimum 150 spaces for hotel use (weekends).
Off-Street Loading	Minimum 5 loading berths.

Existing Zoning Map.



Planned Development Property Line And Boundary Map.

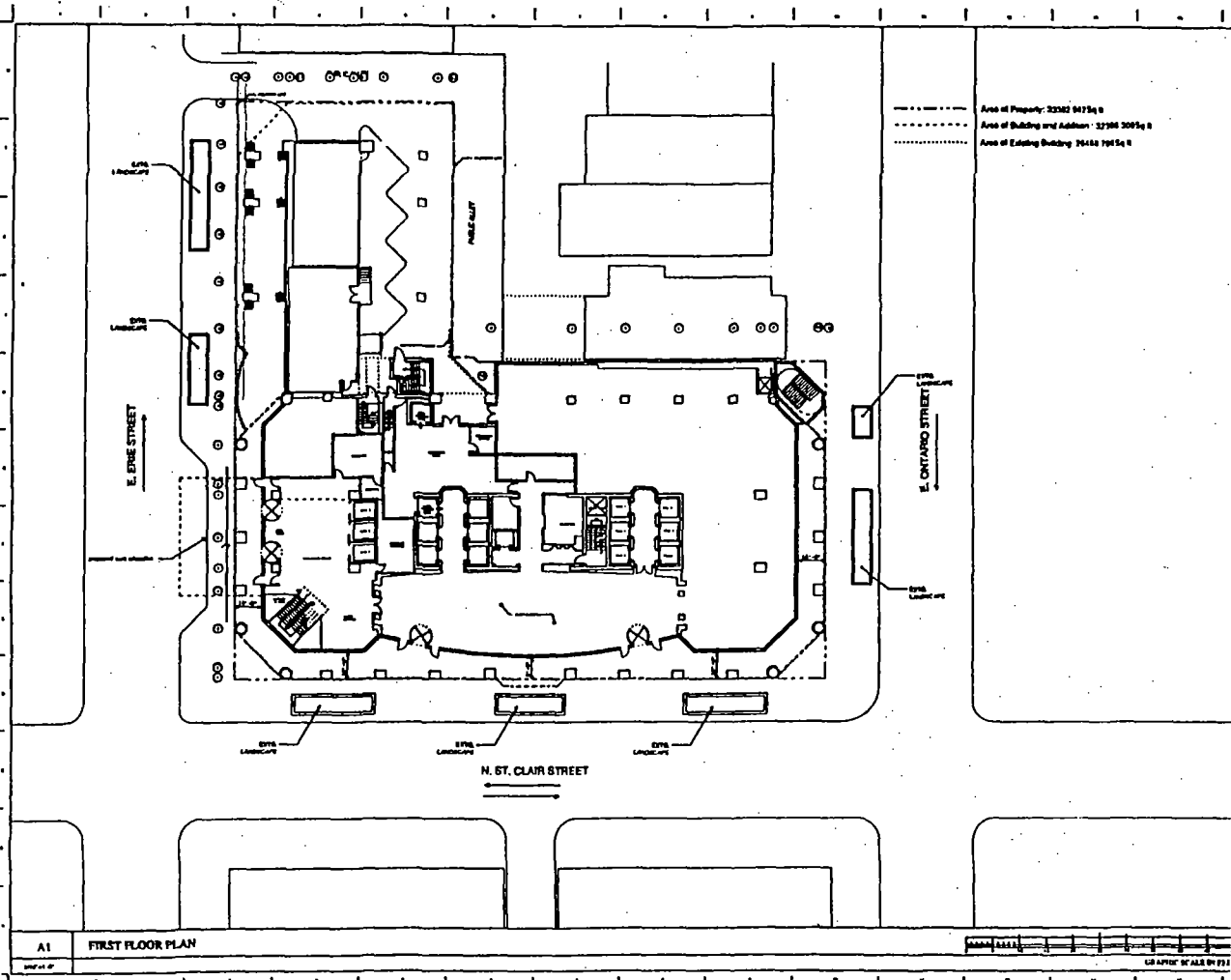


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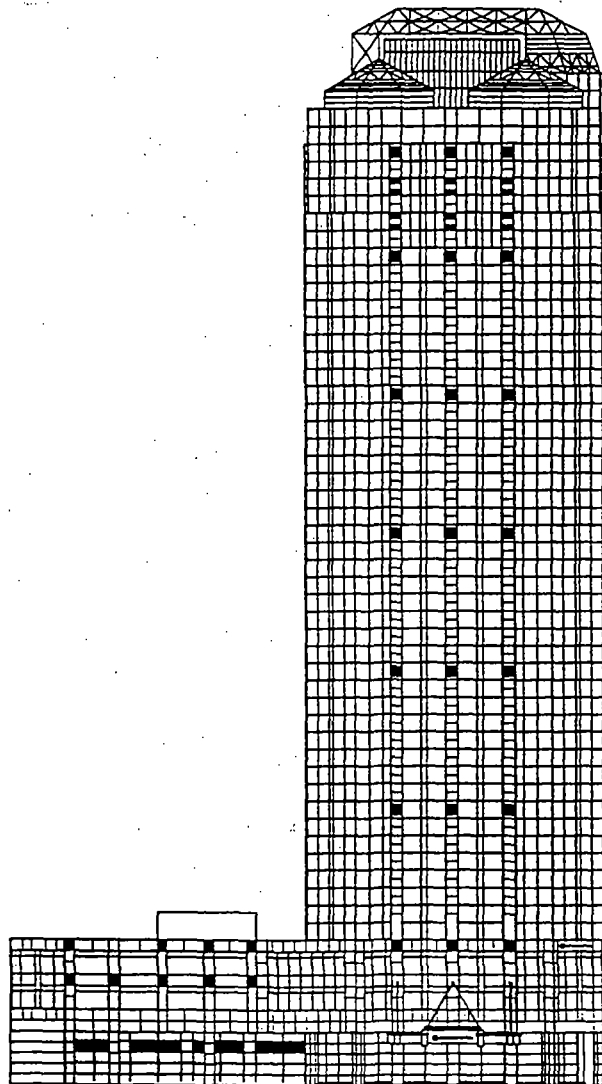
UNFINISHED BUSINESS

52345

Site/Landscape Plan.



Building Elevation.
(Northern)

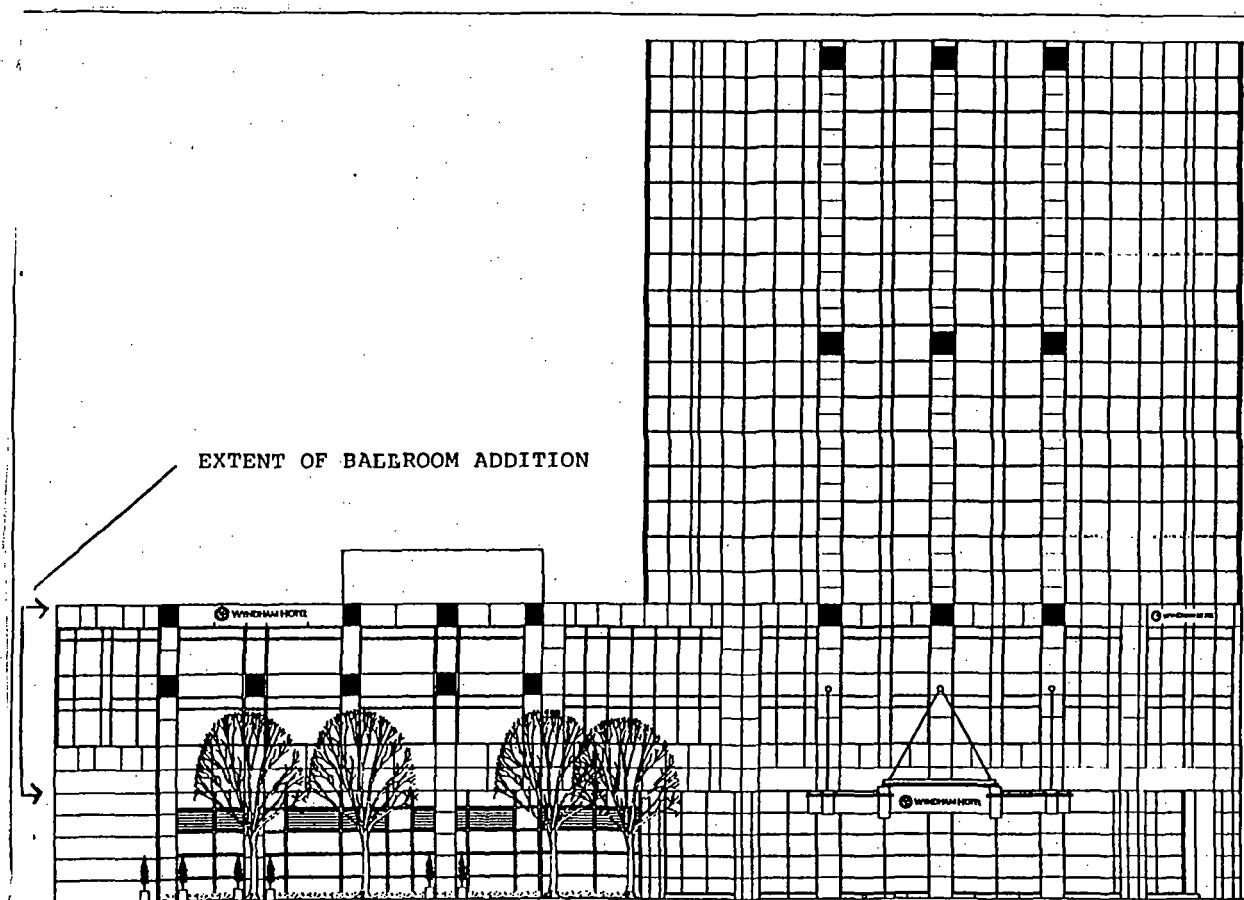


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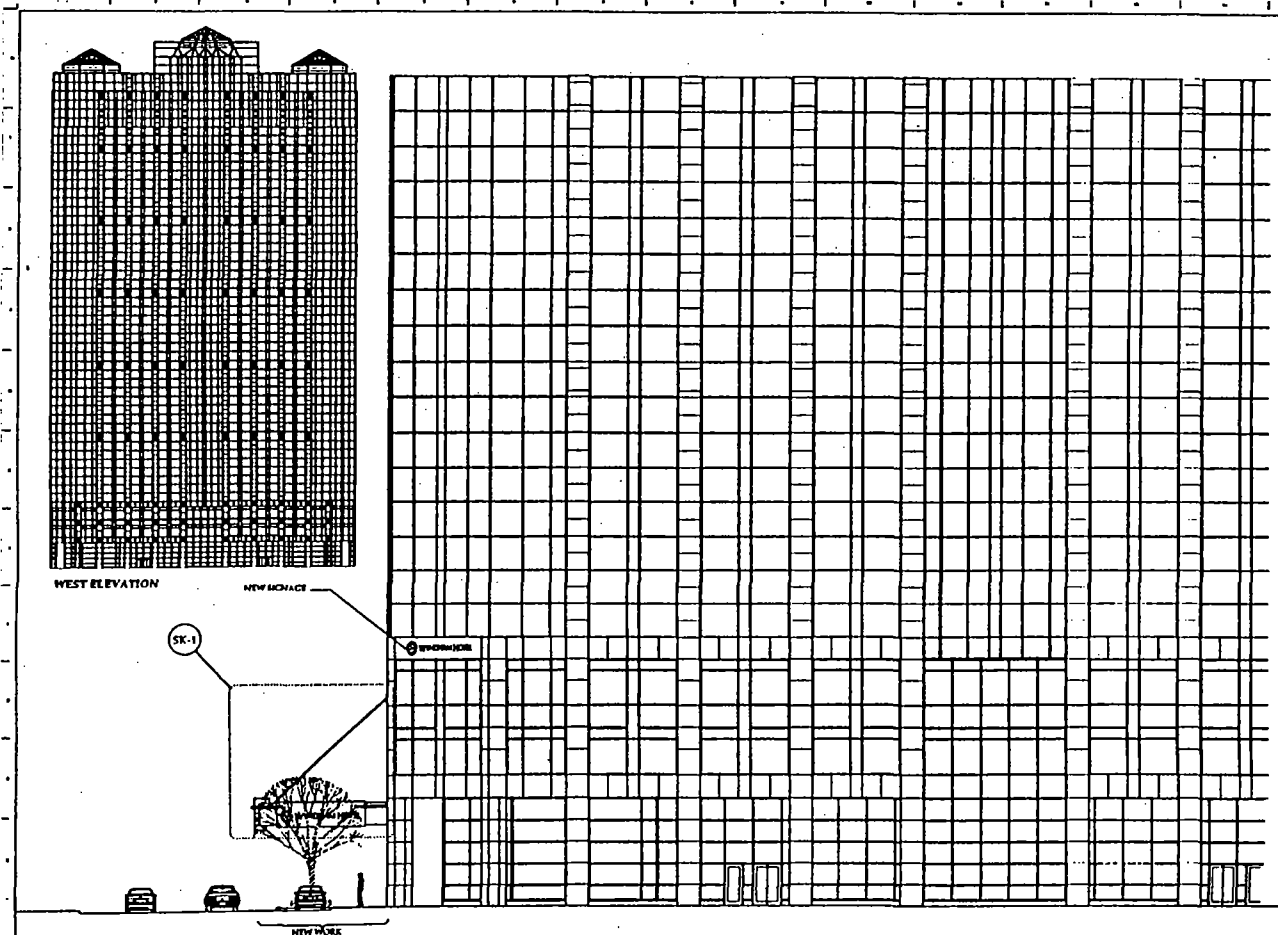
UNFINISHED BUSINESS

52347

Building Elevation.
(Northern -- Detail)



Building Elevation.
(Western -- Detail)

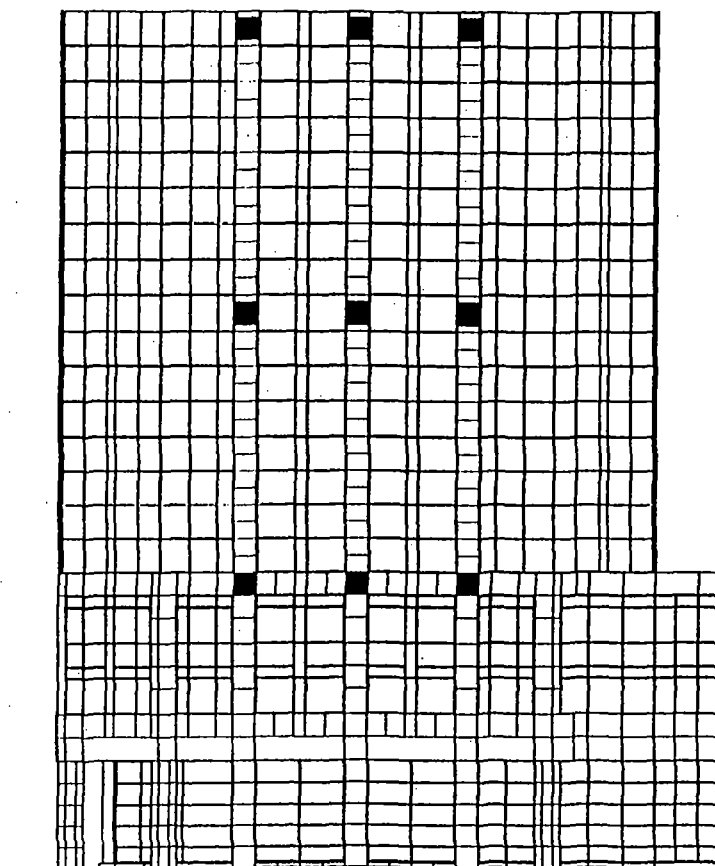


9/10/97

UNFINISHED BUSINESS

52349

Building Elevation.
(Southern -- Detail)



NEW ENCLOSED FIRE
STAIRCASE (EXTERIOR
MATERIALS TO MATCH
EXISTING BUILDING)

*Reclassification Of Area Shown On Map Number 1-G.
(Application Number 12108)*

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 Number 1-G in the area bounded by :

West Superior Street; a line 79 feet west of and parallel to North Noble Street; the public alley next south of and parallel to West Superior Street; and a line 179 feet west of and parallel to North Noble Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 1-M.
(Application Number A-3746)*

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 B4-3 Restricted Service District symbols and indications as shown on Map Number 1-M in the area bounded by:

the alley next south of and parallel to West Midway Park; a line 120.1 feet west of North Menard Avenue; West Lake Street; and a line 100.1 feet east of North Mayfield Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 3-G.
(Application Number 12113)*

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 M3-5 Heavy Manufacturing District symbols and indications as shown on Map Number 3-G in the area bounded by:

West North Avenue; a line 175 feet west of North Fremont Street; the alley next south of West North Avenue; and a line 450 feet west of North Fremont Street,

to those of a C3-5 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 3-K.
(Application Number 12129)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District and B2-1 Restricted Retail District symbols and indications as shown on Map Number 3-K in the area bounded by:

West Cortez Street; North Kostner Avenue; the alley next south of and parallel to West Cortez Street; and a line 54.4 feet west of North Kostner Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 4-E.
(Application Number 11216)

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 C2-4 General Commercial and C3-5 Commercial-Manufacturing District symbols and indications as shown on Map Number 4-E in the area bounded by:

a line 135.75 feet north of East 16th Street; the alley next east of South Michigan Avenue; a line 199.96 feet south of East 16th Street; and South Michigan Avenue,

to those of a B4-5 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-G.
(Application Number A-3731)

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 Number 5-G in the area bounded by:

West Webster Avenue; North Wayne Avenue; a line 75 feet south of West Webster Avenue; and North Southport Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-G.
(As Amended)
(Application Number A-3732)

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 Number 5-G in the area bounded by:

a line 150 feet south of West Webster Avenue; the alley next east of and parallel to North Southport Avenue; a line 250 feet south of West Webster Avenue; and North Southport Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.
(Application Number 11917)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map Number 5-H in the area bounded by:

North Lister Avenue; a line 213 feet southeast of and parallel to the alley next southeast of North Damen Avenue; the Chicago & Northwestern Railroad right-of-way; and the alley next southeast of North Damen Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 9-L.
(Application Number 12100)*

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 Number 9-L in the area bounded by:

West Newport Avenue; a line 61.7 feet east of and parallel to North Long Avenue; the public alley next south of and parallel to West Newport Avenue; and North Long Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 13-H.
(Application Number 12123)*

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 Number 13-H in the area bounded by:

a line 132 feet north of West Berwyn Avenue; the alley next east of and parallel to North Ravenswood Avenue; a line 82 feet north of West Berwyn Avenue; and North Ravenswood Avenue (east side) (Permanent Index Numbers 14-17-218-006 and 14-17-218-007),

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 17-O.
(Application Number 12127)*

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 Number 17-O in the area bounded by:

North Northwest Highway; a line 357 feet northwesterly of the intersection of North Northwest Highway and West Devon Avenue, as measured on the easterly right-of-way line of North Northwest Highway and perpendicular thereto; a line 272.77 feet northeasterly of and parallel to North Northwest Highway; and a line 257 feet northwesterly of the intersection of North Northwest Highway and West Devon Avenue, as measured on the easterly right-of-way line of North Northwest Highway and perpendicular thereto,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 18-G.
(Application Number A-3695)*

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 Number 18-G in the area bounded by:

the alley next north of and parallel to West 79th Street; a line 75 feet east of South Racine Avenue; West 79th Street; and South Racine 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 18-G.
(Application Number A-3698)*

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 and B2-2 Restricted Retail Districts symbols and indications as shown on Map Number 18-G in the area bounded by:

the alley next north of and parallel to West 79th Street; South Ada Street; the alley next north of and parallel to West 79th Street; South Racine Avenue; West 79th Street; South Racine Avenue; West 79th Street; and South Loomis Street,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 30-F.
(Application Number A-3733)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map Number 30-F in the area bounded by:

the westerly right-of-way line of the Pennsylvania Railroad; West 120th Street; and South Halsted Street,

to those of a B1-1 Local Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 30-F.
(Application Number A-3734)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map Number 30-F in the area bounded by:

West 120th Street; the alley next west of and parallel to South Union Avenue; the alley next south of the alley next south of and parallel to West 120th Street; the easterly line of the Pennsylvania Railroad right-of-way; a line 83 feet north of the I.C. Railroad right-of-way; South Union Avenue; the northerly line of the I.C. Railroad right-of-way; and the alley next east of and parallel to South Halsted Street,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Failed To Pass-- AMENDMENT OF CHICAGO ZONING
ORDINANCE BY RECLASSIFICATION OF AREA
SHOWN ON MAP NUMBER 16-H.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of the City Council of July 30, 1997, pages 50610 and 50611, recommending that the City Council do not pass a proposed ordinance, printed on page 50611, which amends the Chicago Zoning Ordinance by reclassifying a particular area shown on Map Number 16-H.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said proposed ordinance *Failed To Pass* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map Number 16-H in the area bounded by:

West 69th Street; a line 125 feet east of South Bell Avenue; a line 391 feet south of West 69th Street; and South Bell Avenue,

to those of an M2-1 General Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

family members of new City of Chicago Corporation Council Brian Crowe, including his daughters, Kathleen and Christine and his son, Brian;

Mr. Irv Kupcinec, *Chicago Sun-Times* newspaper columnist and recipient of the Graffiti Blasters Outstanding Service Award, accompanied by City of Chicago Commissioner of Streets and Sanitation, Ms. Eileen Carey;

Mrs. Micheline Evans, wife of late Chicago Police Officer David Evans;

members of the "Flying Knights Division" skydiving team of the Chicago Police Department: Police Officer Harry Lopez; Police Officer Robert Schatzel; Police Officer James Evans; and Police Officer James Arceo;

thirteen members of the Archer Manor Little League Thirteen Year Old Boys All-Stars baseball team, accompanied by their coaches, The Honorable Raymond L. Jagielski, Mr. Mike La Rocco and Mr. Jeff Twardy;

seventeen students from Loyola Academy and seventeen exchange students from Col-Legi Sagrat Cor de Jesus of Barcelona, Spain, accompanied by Loyola Academy teacher, Mr. Don Sprague; and

Sister Lilian Okafor, Sister Blaise Chukwu and Sister Gloria Njoku of the Daughters of Divine Love Sisters Order in Nigeria, Africa.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the tenth (10th) day of September, 1997 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the first (1st) day of October, 1997 at 10:00 A.M., in the Council Chambers in City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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

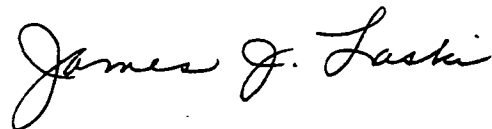
Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 October 1, 1997 at 10:00 A.M., in the Council Chambers in City Hall.



JAMES J. LASKI,
City Clerk.